1. **GENERAL PROVISIONS**

These Instructions to Bidders provide the details of the procedure for submission of Bid Proposals and the selection by the Department of Public Works and Highways ("DPWH") of a Concessionaire to undertake the Daang Hari-SLEX Link Road Project ("Project") pursuant to a two-stage public bidding in accordance with the Philippine BOT Law (Republic Act No. 6957, as amended by Republic Act No. 7718) and its 2006 Revised Implementing Rules and Regulations, the applicable provisions of which are incorporated herein by reference.

Unless otherwise specified in these Instructions to Bidders, all terms and conditions in the Instructions to Prospective Bidders ("ITPB") still apply. In case of conflict between any terms in the Instructions to Prospective Bidders and these Instructions to Bidders, these Instructions to Bidders will prevail.

### 1.1. **Documents to be provided to Bidders**

The Bidding Documents for the Project shall govern the preparation and evaluation of Bid Proposals, and award for the Project. They consist of the following documents:

a. Instructions to Bidders;

b. Draft Concession Agreement and its Annexes, including:
   (i) Draft Minimum Performance Standards and Specifications and its annexes, in turn including:
      1. Detailed Engineering Design for Segment I
      2. As-built drawings for the Advance Works
      3. Basic Design for Segment II
      4. Environmental Compliance Certificate for the Project
   (ii) Asset Register of the Advance Works

c. Draft Deed of Absolute Sale for Advance Works;

The Concession Agreement and its Annexes, including the Minimum Performance Standards and Specifications and its Annexes, will be the principal document governing the relationship and commitments between the Winning Bidder (or the Concessionaire that it shall form in accordance with Section 8.1 a) throughout the life of the Concession. In particular, the Minimum Performance Standards and Specifications and its Annexes define the technical specifications for the Project, including:
a. The Detailed Engineering Design for Segment I, which the Concessionaire will be bound to follow;

b. Basic Design for Segment II, for which the Concessionaire will be required to submit a Detailed Engineering Design for Segment II; and

c. The Construction and O&M related standards which the Concessionaire will have to follow for the Project.

Pre-Qualified Bidders should review the Draft Concession Agreement and its Annexes, including the Draft Minimum Performance Standards and Specifications and its Annexes, and the Draft Deed of Absolute Sale for Advance Works carefully and raise any questions they may have on these documents to the DPWH. As explained further in Sections 3 and 4, Bidders are invited to send written comments, and hold meetings with DPWH, to discuss these and any other issues and questions they may have about the Bidding Process. Final versions of these documents will be distributed to Pre-Qualified Bidders no later than 28 October 2011.

In addition to the Bidding Documents, the following documents will be provided to Bidders solely to provide background information on the Project. Neither the DPWH nor any other party provides any warranty or assurance of the accuracy or reliability of the information contained in these documents. Neither the DPWH nor any other party is bound by any of the contents of these documents:

a. 2006 JICA Feasibility Study of CALA East West Road project;

b. 2010 Study of Master Plan on High Standard Highway (HSH) Development in the Republic of the Philippines


1.2. Indicative Milestone Dates

The Bidding Process shall follow the indicative schedule below:

Table 1. Indicative Milestones

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Responsibility</th>
<th>Target Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Visit</td>
<td>DPWH</td>
<td>4 October 2011 (Tuesday)</td>
</tr>
<tr>
<td>Event</td>
<td>Responsible Party</td>
<td>Date/Time</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>-------------------</td>
<td>------------------------------------</td>
</tr>
<tr>
<td>Pre-Bid Conference</td>
<td>DPWH</td>
<td>7 October 2011 (Friday)</td>
</tr>
<tr>
<td>One-On-One Meetings with Pre-Qualified Bidders</td>
<td>DPWH</td>
<td>17 to 21 October 2011 (Monday to Friday)</td>
</tr>
<tr>
<td>Release of Final Concession Agreement</td>
<td>DPWH</td>
<td>28 October 2011 (Friday)</td>
</tr>
<tr>
<td>Bid Proposals Submission Date</td>
<td>Bidders</td>
<td>8 December 2011 (Thursday)</td>
</tr>
<tr>
<td>Issuance of Notice of Award</td>
<td>DPWH</td>
<td>Not later than 22 December 2011 (Thursday)</td>
</tr>
<tr>
<td>Submission of Post-Award Requirements</td>
<td>Winning Bidder</td>
<td>Not later than 30 days after issuance of Notice of Award</td>
</tr>
<tr>
<td>Signing Date of Concession Agreement and compliance with other Closing Requirements</td>
<td>DPWH and Winning Bidder/Concessionaire</td>
<td>Not later than 3 days after notification of compliance with Post-Award Requirements</td>
</tr>
</tbody>
</table>

The actual schedule may be changed by the DPWH at any time. Bidders shall be notified of changes in the indicative milestone dates through supplemental bid bulletins. The procedures and time frame to be followed in the event that a Winning Bidder is unable to comply with the Post-Award Requirements or the Closing Requirements within the required time frame, are described in Section 9.

1.3. Pre-Qualified Bidders

Only Pre-Qualified Bidders will be allowed to submit Bid Proposals at this stage of the Bidding Process. The Restrictions on Changes in the Composition of Pre-Qualified Bidders as provided in the ITPB shall remain applicable and violation thereof is a ground for disqualification of Bidders.

The Construction Contractors and O&M Contractors which passed Pre-Qualification in accordance with the ITPB shall be required by DPWH to restate their willingness to participate in, and capacity to undertake, the requirements of the Project, as described in greater detail in 5.1 e and 5.1 f.

1.4. Responsibility of Pre-Qualified Bidders

During the Second Stage of the Bidding Process as described in these Instructions to Bidders, Pre-Qualified Bidders shall have the same responsibilities as provided in Section 4 of the ITPB. Neither the DPWH nor Alabang Sto. Tomas Development Inc. make any warranty or assurance of the accuracy or reliability of the information in these Instructions to Bidders, the Draft
Concession Agreement and its Annexes, including the Minimum Performance Standards and Specifications and its Annexes, the Draft Deed of Absolute Sale for Advance Works, and any other documents provided to Bidders throughout the Bidding Process. In addition, Pre-Qualified Bidders and other interested parties shall have the sole responsibility to examine all the Bidding Documents and any documents provided by the DPWH, including all instructions, forms, schedules, terms, specifications, and drawings issued by the DPWH.

By submitting its Bid Proposals, a Pre-Qualified Bidder shall be presumed to have fully examined and accepted all the terms and conditions in all of the Invitation Documents and Bidding Documents.

1.5. **Costs and Expenses of Participation**

Pre-Qualified Bidders shall bear all costs associated with their participation in the Bidding Process including the preparation and submission of their Bid Proposals, and all possible losses or damages resulting thereto. The DPWH shall not be held responsible or liable in any way for such costs regardless of the results of the Bidding Process.

The PhP 50,000 payment made by all Pre-Qualified Bidders for the documents purchased after they were notified of their Pre-Qualification shall be non-refundable.

1.6. **Queries and Supplemental Notices**

All parties who purchase the Bidding Documents may send any queries on any aspect of these documents in writing, by personal delivery, e-mail or fax, to the SBAC, and copied to the DPWH Built-Operate-Transfer Project Management Office (BOT-PMO) and Public-Private Partnership Center (PPP Center), at the following addresses, e-mail addresses and fax numbers:

**DPWH Special Bids and Awards Committee for PPP Projects**

Attention: Undersecretary Rafael C. Yabut  
Address: DPWH-SBAC c/o Central Procurement Office  
Department of Public Works and Highways  
5th Floor, DPWH Building  
Bonifacio Drive, Port Area, Manila  
E-mail: yabut.rafael@dpwh.gov.ph  
Telephone: (+63 2) 304 3596  
Fax: (+63 2) 304 3595

**DPWH Build-Operate-Transfer Project Management Office (BOT-PMO)**

Attention: Rebecca T. Garsuta  
Address: BOT-PMO, DPWH  
2nd Street, NCR Compound  
Port Area, Manila 1018  
E-mail: garsuta.rebecca@dpwh.gov.ph
While the SBAC will attempt to respond to all reasonable queries, it is under no obligation to do so. All responses to any query will be made in writing and distributed to all parties which purchase the Bidding Documents.

The SBAC may modify any terms of these Instructions to Bidders and any Bidding Document at any time. Any modifications will be done in writing through supplemental notices or bid bulletins which will be sent to all parties which purchase the Bidding Documents.

1.7. Ownership of Documents

All documents submitted by the Pre-Qualified Bidder to the DPWH and SBAC pursuant to these Instructions to Bidders shall become the property of the DPWH.

1.8. Language and Foreign Documents

The Bid Proposals, and all correspondence and documents relating to the Bidding Documents and the Bidding Process, shall be prepared and written in the English language. Any printed literature or document furnished by Pre-Qualified Bidders written in another foreign language shall be accompanied by an English translation authenticated by a Philippine consular official. In case of conflict, the English translation shall prevail.

All documents or certifications issued by foreign government authorities shall also be duly notarized and authenticated before a Philippine consular official at the Philippine Consulate nearest the place of issue. All sworn statements requiring notarization, if executed or notarized outside the Philippines, shall also be authenticated before a Philippine consular official at the Philippine Consulate nearest the place of issue.

1.9. Bid Parameter

The Bid Parameter for the Project is the amount of the Government Payment – the amount that Bidders will pay to acquire the Advance Works from the Alabang- Sto. Tomas Development Inc. on an as-is, where-is basis and acquire the rights and obligations to undertake the Daang Hari-SLEX Link Road Project according to the terms of the Concession Agreement. The
minimum amount of the Government Payment will be Three Hundred Seventy One Million Six Hundred Seventy Thousand Philippine Pesos (Php 371,670,000). Bids below this amount will not be accepted.

In addition to the Government Payment, the Winning Bidder shall be required to pay Value Added Tax and Documentary Stamps Tax on the purchase of the Advance Works from Alabang-Sto. Tomas Development, Inc. The taxable amount may be adjusted downwards but not upwards from the Bid Amount. If there are any such adjustments, the DPWH shall notify Bidders no later than on the date that the final version of the Concession Agreement is released.

2. SITE VISITS AND PRE-BID CONFERENCE

The DPWH shall make arrangements for a group site visit for all Pre-Qualified Bidders to the site of the Project on 4 October 2011, Tuesday.

The DPWH will conduct a Pre-Bid Conference for Pre-Qualified Bidders on 7 October 2011, Friday. No provisions, terms, or conditions in the Bidding Documents shall be modified by statements made at the Pre-Bid Conference unless these are stated in writing by the DPWH. All amendments shall be issued to Pre-Qualified Bidders within a reasonable period after the Pre-Bid Conference. Minutes of the Pre-Bid Conference shall be issued to the Pre-Qualified Bidders.

3. COMMENTS TO DRAFT CONCESSION AGREEMENT AND OTHER DOCUMENTS

The Bidding Documents include the draft Concession Agreement and its Annexes, including the Minimum Performance Standards and Specifications and its Annexes, and the draft Deed of Absolute Sale for Advance Works. Pre-Qualified Bidders may provide comments on and suggest amendments to any of these documents. To ensure that the DPWH has sufficient time to consider these comments, Pre-Qualified Bidders are requested that any comments be submitted no later than 21 October 2011. Comments should be submitted to the representatives of the DPWH listed in Section 1.6, and copied to all the parties listed in that section.

Based on comments from Pre-Qualified Bidders, the DPWH may revise the Draft Concession Agreement, Draft Minimum Performance Standards and Specifications, and the Draft Deed of Absolute Sale for Advance Works. The DPWH will distribute the final versions of these documents, which Pre-Qualified Bidders will have to commit to execute as a condition of submitting its Bid Proposal, on 28 October 2011.

4. MEETINGS WITH THE DPWH

The DPWH will schedule one-on-one meetings with Pre-Qualified Bidders who wish to meet with it to discuss any aspects of the Bidding Process from 17-21 October 2011. Pre-Qualified Bidders who wish to schedule such a meeting may contact the representatives of the DPWH listed in Section 1.6, at the address, e-mail, or fax numbers shown in that section, to arrange a meeting.
5. **BID PROPOSALS**

On the Bid Proposals Submission Date, Pre-Qualified Bidders will submit the documents provided in this Section 5.0 as part of their Bid Proposal.

5.1. **Bid Letter, Bid Security, and Additional Requirements for Consortiums with New Members- Envelope 1**

The Pre-Qualified Bidder shall submit the following documents in Envelope 1:

a. Bid Letter, using the form in Annex BL-1

b. Authority to Participate in the Bid and Designation of Authorized Representative
   
   (i) For Pre-Qualified Bidders which are partnerships or corporations: using the form in Annex BL-2A.
   
   (ii) For Pre-Qualified Bidders which are Consortiums: using the form in Annex BL-2B, to be submitted by each Consortium Member

c. The Bid Security, as described in Section 6.0, using the form in Annex BL-3 without modification.

d. For Pre-Qualified Bidders which are Consortiums, the following additional requirements: An updated Business Plan using the form in Annex BL-4, providing information on the final composition of the Consortium and the percentage interests of each Member. The information in this updated Business Plan shall supersede any information previously provided in Annex QD-1B, and must be submitted even if there are no changes in the composition of the Consortium or the percentage interests of each Member since the Qualification Documents Submission Date.

   (i) Required attachments to Annex BL-4: for any new Consortium Members substituted for a Consortium Member which has withdrawn from the Consortium:

   1. Basic Information Sheet using the form of Annex QD-2, including its required attachments
   2. Notarized Certification of Absence of Unsatisfactory Performance Record- using the form in Annex QD-4 without modification.

e. For Pre-Qualified Bidders who proposed Construction Contractors to fulfill the Construction Experience requirement described in Section 10.2 a of the Instructions to Prospective Bidders: For every Construction Contractor which was pre-qualified, a Construction Contractor’s Notarized Statement of Willingness to Participate In, and Capacity to Undertake, the Requirements of the Project as
described in the Final Concession Agreement and its Annexes, including the Minimum Performance Standards and Specifications and its Annexes, in the form of BL-5.

f. For Pre-Qualified Bidders who proposed O&M Contractors to fulfill the Operation and maintenance Experience requirement described in Section 10.2 b of the Instructions to Prospective Bidders: For every O&M Contractor which was pre-qualified, an O&M Contractor’s Notarized Statement of Willingness to Participate In, and Capacity to Undertake the Requirements of, the Project as described in the Final Concession Agreement and its Annexes, including the Minimum Performance Standards and Specifications and its Annexes, in the form of BL-6.

5.2. Technical Proposal- Envelope 2

The Technical Proposal of the Pre-Qualified Bidder shall include the following information in Envelope 2:

a. Traffic Study - Annex TP-1. This shall indicate the following:

(i) Pre-Qualified Bidder’s estimates of the traffic growth rates and forecasts on the Project.

(ii) Assumptions and methodology used in calculating them.

b. Conceptual Engineering Design - Annex TP-2. This shall include the following elements of the Conceptual Engineering Design for Segment II of the Project, which shall conform to the Minimum Performance Standards and Specifications, presented in the prescribed scales, and provide a level of detail that will enable quantities to be estimated up to the plus/minus fifteen percent (±15%) of the final quantities.

(i) Conceptual engineering design for Segment II (A3 size copy) of the expressway and appurtenant structures, including the following:

1. Layout plan of the expressway, including major structures, at any convenient scale.

2. Plan and Profile for the expressway in relation to the existing ground and structures, at a scale of Horizontal-1:1000 and Vertical-1:100.

3. Cross-sections of the expressway at a scale of 1:100, at intervals of 20 m, and at intermediate breaks involving major changes in sectional areas.
4. Plans, elevations and typical cross-sections of drainage and other structures at a scale of 1:1000, 1:100 and 1:100 respectively.

5. Preliminary design drawings of roundabout, viaduct or tunnel to connect with SLEX or Susana Heights Interchange at any convenient scale.

6. Preliminary design analyses and computations for the expressway and structures.

7. Quantity estimates for the expressway and structures.

(ii) Conceptual design of the toll facilities (if approved DED ot toll plaza will not be adopted):

1. Layout plan, at a scale of 1:1000, showing the location of the toll facilities, including the toll plaza and traffic safety devices.

2. Conceptual design of the toll plaza:

   (a) Layout plan indicating the elements of the toll plaza, including carriageway tapers, platform, lighting, inspection tunnel, control building and parking areas; longitudinal section on the corner line of the plaza.
   (b) Toll platform indicating the layout of the lane area.
   (c) Toll islands indicating the toll booths and protection structures.
   (d) Toll lanes, both entry and exit.
   (e) Canopy showing the minimum clearance, shape, form, material and signs.
   (f) Toll plaza building, indicating the layout with approximate areas of each room and elevations of at least two sides.
   (g) Technical gallery for power and data cables.
   (h) Road signs.
   (i) Overhead sign and lighting.
   (j) Drainage.
   (k) Water supply.
   (l) Fences.
   (m) Power.
   (n) Lighting.

(iii) Conceptual design of expressway traffic safety devices.

1. Pavement markings.
2. Traffic signs, including regulatory signs, warning signs, guide or informative signs, and signs for road works.
3. Crash cushions.

c. Construction Plan - Annex TP-3. This shall include the following elements consistent with the prescribed Minimum Performance Standards and Specifications for Construction:

(i) Construction organization for the Project, identifying key personnel and positions.

(ii) Construction methodology and procedures.

(iii) Quality control system.

(iv) Construction schedule, milestones, and S-curve.

(v) Traffic management plan during Construction.

(vi) Health, safety, and security program for Construction.

5.3. Financial Proposal- Envelope 3

The Financial Proposal of the Pre-Qualified Bidder, in Envelope3, shall consist of:

(a) the Bid Amount, which shall be indicated in Annex FP-1. The Bid Amount is a fixed amount, expressed in pesos, which will be the amount of the Government Payment which, if it becomes the Winning Bidder, the Bidder or the Concessionaire it shall form, shall pay upon signing the Deed of Absolute Sale for Advance Works and the Concession Agreement, to acquire the Advance Works from Alabang-Sto. Tomas Development, Inc. and acquire the rights and obligations of the Concessionaire according to terms of the Concession Agreement. The Bid Amount, and the Government Payment, shall not be less than Three Hundred Seventy One Million Six Hundred Seventy Thousand Philippine Pesos (Php 371,670,000). This amount does not include the Value Added Tax and Documentary Stamps Tax on the purchase of the Advance Works from Alabang-Sto. Tomas Development Inc., which will also be payable by the Winning Bidder. The DPWH may instruct the Bidder to divide the Government Payment into two separate payments to ASDI and the DPWH, but the total of these payments will be equal to the Bid Amount; and

(b) Supporting Financial Model- using the format in Annex FP-2, to be submitted in both hard copy and electronic form, in Microsoft Excel format, showing all relevant formulas.

5.4. Validity of Bids
The Bid Proposals shall be valid for a period of not less than one hundred and twenty (120) days from the Bid Proposals Submission Date.

5.5. Rejection of Bids and Right to Not Proceed

At any time prior to the Winning Bidder’s submission of the Post-Award Requirements as described in Section 8.1 a, the DPWH reserves the right not to proceed with the Bidding Process and the execution of the Concession Agreement or other Closing Requirements without prior notice or liability, and without any obligation to give any reason not to proceed.

The DPWH reserves the right to accept or reject all or any of the Bid Proposals without assigning any reason whatsoever. It is not obligatory for the DPWH to accept any Bid Proposal or to give any reasons for their decision.

6. BID SECURITY

6.1. Form of Bid Security

The Bid Security required to be submitted as part of the Bid Proposal must be an irrevocable standby letter of credit in the amount of P 36 million in the form of Annex BL-3 without modification. The letter of credit must be issued by a universal bank or commercial bank licensed by the Bangko Sentral ng Pilipinas, a list of which can be found in Schedule 1.

6.2. Validity and Purpose

The Bid Security shall be valid for one hundred sixty (160) calendar days after the Bid Proposals Submission Date. The Bid Security shall guarantee that the Pre-Qualified Bidder complies with all its obligations under these Instructions to Bidders.

6.3. Forfeiture of Bid Security

The Bid Security will be forfeited in its entirety in favor of DPWH upon occurrence of any of the following:

a. The Bidder withdraws its Bid Proposal at any time after the Bid Proposals Submission Date;

b. If any Consortium Member withdraws from its Consortium prior to one hundred twenty (120) days after the Bid Proposals Submission Date;

c. The Bidder or any Consortium Member, or any proposed Construction and O&M Contractors, or Affiliates of any of these, or their respective officers, employees, agents, and advisers commits any Corrupt, Fraudulent, Coercive, Undesirable, or Restrictive Practice or has Conflicts of Interest, regardless of when this is discovered by DPWH, and regardless of whether the Bidder or Consortium of
which that Consortium Member is a part has already been designated the Winning Bidder;

d. The Bidder is disqualified or fails to post-qualify due to a material misrepresentation in any statement made or document submitted as part of the Bid;

e. The Winning Bidder fails to comply with the post-award requirements as stated in Section 8.1 of these Instructions to Bidders within thirty (30) days of DPWH’s issuance of the Notice of Award;

f. The Winning Bidder fails to fulfill the Closing Requirements within three (3) days of being notified by DPWH of its compliance with the post-award requirement; or

g. Other events as described in these Instructions to Bidders which are cause for forfeiture of the Bid Security.

6.4. Return of Bid Security

Bidders who do not withdraw their Bid Proposals prior to one hundred twenty (120) days after the Bid Proposals Submission Date, but who are disqualified or who fail to post-qualify for reasons other than Corrupt, Fraudulent, Coercive, Undesirable, or Restrictive Practice or Conflicts of Interest, or material misrepresentation in any statement made or document submitted as part of the Bid, will have their Bid Security returned to them without interest within ten (10) days of their disqualification. Within ten (10) days after the fulfillment of the Closing Requirements by the Winning Bidder, or one hundred twenty (120) days after the Bid Proposals Submission Date, whichever comes earlier, the Bid Securities of all Bidders whose Bid Securities have not been forfeited or returned will be returned without any interest, except for that of a Winning Bidder whose deadlines for complying with the Post-Award Requirements or Closing Requirements has not yet expired.

7. SUBMISSION AND EVALUATION OF BID PROPOSALS

7.1. Form of Submissions

The Bidder shall submit its Bid Proposal in the following way:

a. It shall prepare one original copy and nine sets of photocopies of the documents listed in Section 5.1. The original copy should be placed in a sealed envelope marked with the Bidder’s name, the name of the Project, and “Envelope 1-Original”. Each page of the original copy should be initialed on the right margin of every page by the Pre-Qualified Bidder’s authorized representative as identified in the form in Annex BL-2A or BL-2B. Each of the nine sets of photocopies should placed in a sealed envelope marked with the Bidder’s name, the name of the Project, and “Envelope 1-Copy 2…10.”
b. It shall prepare one original copy and nine sets of photocopies of the documents listed in Section 5.2. The original copy should be placed in a sealed envelope marked with the Bidder’s name, the name of the Project, and “Envelope 2-Original”. Each page of the original copy should be initialed on the right margin of every page by the Pre-Qualified Bidder’s authorized representative as identified in the form in Annex BL-2A or BL-2B. Each of the nine sets of photocopies should be placed in a sealed envelope marked with the Bidder’s name, the name of the project, and “Envelope 2- Copy 2…10.”

c. It shall prepare one original copy and nine sets of photocopies of the documents listed in Section 5.3. The original copy should be placed in a sealed envelope marked with the Bidder’s name, the name of the Project, and “Envelope 3-Original”. Each page of the original copy should be initialed on the right margin of every page by the Pre-Qualified Bidder’s authorized representative as identified in the form in Annex BL-2A or BL-2B. Each of the nine sets of photocopies should be placed in a sealed envelope marked with the Bidder’s name, the name of the project, and “Envelope 3- Copy 2….”

d. It shall prepare a CD containing electronic copies of all contents of all three envelopes, in Microsoft Word, Microsoft Excel, or pdf format as may be applicable.

e. It shall place the original sets of Envelopes 1, 2, and 3, and the CD containing electronic copies, in one outer sealed envelope marked as follows:

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DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
DAANG HARI-SLEX LINK ROAD PROJECT
BID PROPOSAL- ORIGINAL

[ NAME AND ADDRESS OF PRE-QUALIFIED BIDDER]
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f. For each of the nine sets of photocopies, it shall place the envelopes marked “Envelope 1- Copy 2,” “Envelope 2-Copy 2,” and Envelope 3- Copy 2” in an one outer sealed envelope marked as follows:
g. All ten outer envelopes containing the original and nine copies of the documents described above shall be put in a sealed outer envelope, or sealed box, or otherwise packaged together and sealed, labeled as follows:

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
DAANG HARI-SLEX LINK ROAD PROJECT
BID PROPOSAL

[ NAME AND ADDRESS OF PRE-QUALIFIED BIDDER]

7.2. Deadline and Place of Submission of Bid Proposals

Bidders shall submit these documents to the Special Bids and Awards Committee for Public-Private Partnership Projects of the DPWH, 5th Floor, DPWH, Bonifacio Drive, Port Area, Manila, on the Bid Proposals Submission Date beginning at 8:30 a.m. and no later than 10:00 a.m. Bid Proposals submitted after this date and time will not be accepted.

7.3. Submission, Opening and Examination of Bid Proposals

a. At no later than 10:30 a.m. on the Bid Proposals Submission Date, the SBAC will begin the opening proceedings of Envelope 1 by announcing the names of the Bidders who have submitted Bid Proposals and any such other details as the SBAC may consider appropriate.

b. Bidders who do not send a representative to witness the opening of Envelope 1 and Envelope 2 shall be deemed to have waived the opportunity to witness the opening of these envelopes.
c. The SBAC shall then open Envelope 1 of each Bidder one at a time, in the order in which the Bid Proposals were received, in a public session. The opening shall be done in view of all Bidders. The SBAC shall examine the contents of Envelope 1 to determine the presence or absence of the required documents. If any required document or form is absent, the SBAC shall automatically disqualify the entire Bid, and immediately return the unopened Envelopes 2 and 3 to the Bidder concerned.

d. The SBAC shall then open the remaining Envelope 2 of each Bidder one at a time, in the order in which the Bid Proposals were received, in a public session. The opening shall be done in view of all Bidders. The SBAC shall conduct a preliminary examination of the Technical Proposal to determine the presence or absence of the required documents. If any required document or form is absent, the SBAC shall automatically disqualify the entire Bid, and immediately return the unopened Envelope 3 to the Bidder concerned.

e. The SBAC shall perform a Technical Evaluation of all remaining Bidders’ Technical Proposals over a period of not longer than five (5) days after the opening of Envelope 2, focusing particularly on the following:

   (i) Traffic Study. The SBAC shall check whether the Bidder submitted a Traffic Study which contains the information indicated in Section 5.2 a. The estimates, assumptions, and methodology of the Traffic Study shall not be a factor in passing or failing the Technical Proposal; however, failure to submit a Traffic Study containing the information in Section 5.2 a shall result in the Technical Proposal being failed.

   (ii) Conceptual Engineering Design. The SBAC shall verify whether all required elements of the Conceptual Engineering Design, as listed in Section 5.2 b, were submitted, and conform to the Minimum Performance Standards and Specifications.

   (iii) Construction Plan. The SBAC shall verify whether all the required elements of the Construction Plan, as listed in Section 5.2 c, were submitted, and conform to the Minimum Performance Standards and Specifications.

f. During the examination and evaluation of the contents of each Bidder’s Envelope 2, the SBAC may, at its discretion:

   (i) request Bidders to submit clarifications to their Bids;

   (ii) invite Bidders to a meeting(s) to provide clarifications and/or confirmations; or

   (iii) request Bidders to verify the submitted documents.
The SBAC shall make all requests for amendments and/or clarifications in writing. Clarifications shall be limited to providing explanations and/or supporting documentation for information and/or plans included as part of the Bid, but shall not include the submission of additional elements in the Bid nor its modification. Responses that are received from the relevant Bidder shall be included as part of its Bid under a section of Clarification/Verification with a clear reference to the section of the original proposal for which the clarification/verification is provided.

g. The SBAC shall inform the Bidders who pass the Technical Evaluation within one (1) day from the completion of their review. The SBAC shall return to the disqualified Bidders their respective Envelopes3 and Bid Securities, unless the grounds for their disqualification was any of the occurrences listed in Section 6.3, in which case the Bid Security shall be forfeited.

h. The SBAC shall inform the Bidders who pass the Technical Evaluation of the date, time, and venue for opening of Envelope3 and invite them to witness the same. All Bidders who pass the Technical Evaluation may send a representative to observe the opening of Envelope3. Bidders who do not send a representative are deemed to have waived the opportunity to witness the opening of Envelope 3.

i. The SBAC shall then open Envelope3 of each Bidder that passed the Technical Evaluation in a public session. The SBAC shall check if the Financial Model submitted by the Bidder complies with the requirements described in Section 5.3 b of the Instructions to Bidders as amended by Supplemental Bid Bulletin # 4, and if the Bid Amount does not fall below the minimum amount for Government Payment stated in Section 5.3. Bids which do not contain a Financial Model which complies with these requirements or which state a Bid Amount lower than this amount will be disqualified.

j. The SBAC shall rank the complying Bid Amounts from highest to lowest, and determine the Bidder with the highest complying Bid.

k. The SBAC shall conduct post-qualification of the Bidder with the highest complying Bid. The post-qualification involves a verification of the information and statements made in the Qualification Documents, Bid Letter, Technical Proposal and Financial Proposal, and will be conducted over a period not to exceed five (5) days. If the Bidder passes the post-qualification, and is not found to have engaged in any Corrupt, Fraudulent, Coercive, Undesirable or Restrictive Practice nor found to have a Conflict of Interest, its Bid shall be declared the highest complying post-qualified Bid and the SBAC shall recommend to the Secretary of the DPWH the award of the Concession Agreement to that Bidder.

7.4. Confidentiality
a. From the time the Bid Proposals are submitted on the Bid Proposals Submission Date, information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations concerning the award of the Project shall not be disclosed to any of the Bidders or other persons not officially concerned with the Bidding Process; provided, that the DPWH and SBAC shall not have the obligation to keep any information submitted by the Prospective Bidders and Pre-Qualified Bidders confidential after the signing of the Concession Agreement by the Winning Bidder or the lapse of 120 days after the Bid Proposals Submission Date, whichever comes earlier.

b. The SBAC will not return either the original or the copies of any Bid submitted by a responsive Bidder, other than as specified in this Section 7, and except for the Bidder’s Bid Security.

8. NOTICE OF AWARD, POST-AWARD REQUIREMENTS, AND CLOSING REQUIREMENTS

8.1. Notice of Award and Post-award Requirements

a. Immediately upon approval of the award by the DPWH Secretary, the DPWH shall issue the Notice of Award to the Bidder with the highest complying post-qualified Bid, which will thereafter be known as the Winning Bidder. The Notice of Award shall prescribe that, within thirty (30) days from the Winning Bidder’s receipt of the Notice of Award, it shall submit the following documents to the DPWH as post-award requirements for the execution and signing of the Concession Agreement and other Closing Requirements:

(i) Notice of Award with the written “conforme” of the Winning Bidder thereon.

(ii) Construction Performance Security as prescribed in Section 8.2 hereof.

(iii) The following requirements:

1. If the Winning Bidder is a Consortium:

   (a) Certificate of Incorporation of the Concessionaire, Articles of Incorporation and By-Laws from the Philippine Securities and Exchange Commission (SEC). The shareholders of the Concessionaire and their respective percentage shareholdings should be the same as those shown in Annex BL-2B and BL-4.
(b) An undertaking from the corporation to be formed by the Consortium binding itself to be liable for the obligations of the Concessionaire under the Concession Agreement.

(c) Proof of commitments of the equity contribution equivalent to at least Three Hundred Sixty Million Philippine Pesos (PhP360,000,000.00) (e.g., treasurer’s affidavit attesting to actual paid-up capital, subscription agreement(s) between a shareholder(s) of the Concessionaire and the Concessionaire itself covering the said equity contribution, or shareholders agreement between/among two or more shareholders of the Winning Bidder undertaking to contribute/subscribe the required equity contribution)

(d) Proof of indicative commitments from reputable financial institutions to provide sufficient credit lines of at least One Billion Four Hundred Fifty Million Philippine Pesos (PhP1,450,000,000.00). This amount may be reduced by any amount of committed equity contribution in excess of three hundred sixty million pesos (PhP360,000,000.00).

2. If the Winning Bidder is a partnership or corporation:

   (a) Proof of firm commitments from reputable financial institutions to provide sufficient credit lines of at least One Billion Four Hundred Fifty Million Philippine Pesos (PhP1,450,000,000.00). This amount may be reduced by the amount that the actual net worth of the Winning Bidder exceeds Three Hundred Sixty Million Philippine Pesos (PhP360,000,000.00)

3. If the Winning Bidder is a partnership or corporation but chooses to establish a corporation wholly-owned by it to sign the Concession Agreement with DPWH:

   (a) Certificate of Incorporation of the Concessionaire, Articles of Incorporation and By-Laws from the SEC. Such documents should prove that the Concessionaire is wholly-owned by the Winning Bidder

   (b) Proof of paid-in equity equivalent to at least Three Hundred Sixty Million Philippine Pesos (PhP360,000,000.00)

   (c) Proof of indicative commitments from reputable financial institutions to provide sufficient credit lines of at least One
Billion Four Hundred Fifty Million Philippine Pesos (PhP1,450,000,000.00). This amount may be reduced by the amount that the paid-in equity of this corporation exceeds P360 million.

(iv) Certified true copy of the Construction Contractor’s renewed/valid license from the Philippine Contractors Accreditation Board for Large B Classification/License Category AAA, if the same has expired after the Qualification Documents Submission Date or in the case of a foreign Construction Contractor.

(v) Certified true copy of the Construction Contractor’s renewed International Organization for Standardization 9001:2000 Certification, if the same has expired after the Qualification Documents Submission Date.

(vi) Proof of payment of Documentary Stamp Tax related to the purchase of the Advance Works from Alabang-Sto. Tomas Development Inc.

b. Failure to submit the above required documents within the prescribed thirty (30)-day period will result in forfeiture of the Bid Security and the withdrawal of the Notice of Award. Within seven (7) days upon receipt of the foregoing required documents for award, the DPWH shall determine and notify the Winning Bidder of its compliance of all the conditions stated in the said notice.

c. If at any time after the issuance of the Notice of Award and prior to the signing of the Concession Agreement, the Winning Bidder is found to have engaged in any Corrupt, Fraudulent, Coercive, Undesirable, or Restrictive Practice or found to have or have had a Conflict of Interest, it will be disqualified, its Notice of Award will be withdrawn, and its Performance Security will be forfeited.

8.2. Construction Performance Security

a. The Construction Performance Security shall guarantee the Concessionaire’s faithful performance of its obligations under the Concession Agreement for the period indicated therein. The DPWH shall have the right to draw on the Construction Performance Security upon default of Concessionaire of its obligations under the Concession Agreement, in accordance with the terms and conditions stated therein.

b. The Winning Bidder shall post the Construction Performance Security in the form of an irrevocable letter of credit, attached as Annex CPS-1 without modification, for an amount of Twenty-eight Million Five Hundred Thousand Philippine Pesos (PhP28,500,000.00). The Construction Performance Security must be issued by a
universal bank or commercial bank licensed by the Bangko Sentral ng Pilipinas, a list of which is in Schedule 1.

c. The Construction Performance Security shall be valid from the Signing Date of the Agreement and shall be effective for an initial period of at least three years from date of issue. Requirements on replacement of the Construction Performance Security, and the conditions under which DPWH can draw from it, are specified in the Concession Agreement.

8.3. Closing Requirements

Within three (3) days from its receipt of notification of compliance, the Winning Bidder or, if the Winning Bidder was a Consortium, the corporation or partnership it shall form, shall:

a. Execute the Concession Agreement with the DPWH
b. Execute the Deed of Absolute Sale for Advance Works with Alabang-Sto Tomas Development Inc.
c. Pay the Government Payment and the Value Added Tax.

The Government Payment shall be paid in the form of one or two manager’s checks issued by a Philippine bank, payable to Alabang-Sto. Tomas Development Inc. and the Department of Public Works and Highways-Central Office. The Notice of Award will specify whether one or two checks are needed, and in the event that two checks are needed, how much each check should be made out for, but under no circumstances will the total amount of the Government Payment exceed the Bid Amount. Value Added Tax will be added to the portion of the Government Payment which will be paid to Alabang-Sto. Tomas Development Inc.

All three Closing Requirements must be fulfilled concurrently and simultaneously. Failure to complete any of the Closing Requirements within the specified timeframe will result in the forfeiture of the Winning Bidder’s Bid Security and the withdrawal of the Notice of Award.

9. NEXT HIGHEST COMPLYING BIDS

a. In the event that the Bidder with the highest qualifying Bid is not post-qualified, or the Winning Bidder does not fulfill the Post-Award requirements within the timeframe specified in Section 8.1, or the Winning Bidder fulfills the post-award requirements but does not fulfill the Closing Requirements within the timeframe indicated in Section 8.3, or the Winning Bidder or any Consortium Member, or any proposed Construction and O&M Contractors, or Affiliates of any of these, or their respective officers, employees, agents, and advisers is found to have engaged in any Corrupt, Fraudulent, Coercive, Undesirable, or Restrictive Practice or is found to have had a Conflict of Interest, the next highest complying Bid as ranked in Section 7.3 j will undergo the post-qualification process. If the next highest complying Bid is not post-qualified, this process will be repeated until a Bid is
post-qualified. The SBAC will then declare that Bidder whose Bid is post-qualified as the Bidder with the highest complying post-qualified Bid, and recommend to the DPWH Secretary the award of the Concession Agreement to that Bidder. The DPWH will then issue the Notice of Award to that Bidder, who will be known as the Winning Bidder, and the Winning Bidder will have to fulfill the requirements of Sections 8.1 to 8.3. This process will be repeated every time a Winning Bidder is unable to fulfill the requirements of Section 8.1 or Section 8.3 until one hundred twenty (120) days after the Bid Proposals Submission Date.

b. Failure by a Winning Bidder- even if it is not the first Bidder to be designated as such- to submit the post-award requirements or fulfill the Closing Requirements within the deadlines indicated in Sections 8.1 and 8.3 will result in forfeiture of its Bid Security.

c. The DPWH shall return the Bid Securities of all Bidders which it still has in its possession, except for those whose Bid Securities were forfeited, or that of a Winning Bidder whose deadlines for complying with the Post-Award Requirements or Closing Requirements has not yet expired, at the later of ten (10) days after the completion of the Closing Requirements or one hundred twenty (120) days after the Bid Proposals Submission Date, whichever comes earlier.

10. PROCESS TO BE FOLLOWED IF ONLY ONE BIDDER SUBMITS A BID, PASSES THE TECHNICAL EVALUATION, OR SUBMITS A COMPLYING BID AMOUNT

a. If, after Pre-Qualification, only one Bidder submitted a Bid Proposal, the SBAC shall proceed to open and evaluate the same in accordance with the procedure in Section 7. If the sole Bidder passes the Technical Evaluation and its Financial Proposal is found to be complying (i.e. its Bid Amount is equal to or higher than the minimum Bid Amount indicated in Section 5.3), the SBAC shall conduct post-qualification of the Bidder and award the Project in accordance with the procedure in Sections 7.3 k and 8.

b. If, after the submission of the Bidders’ Bid Proposals, only one of the Technical Proposals passed, the SBAC shall proceed to open the remaining Bidder’s Financial Proposal in accordance with the procedure in Section 7.3 h. If the remaining Bidder’s Financial Proposal is found to be complying, the SBAC shall conduct post-qualification of the Bidder and award the Project in accordance with the procedure in Sections 7.3 j and 8.

11. GENERAL CONDITIONS AND PROHIBITIONS

By submitting Bid Proposals, the Bidder acknowledges and agrees that:
a. It, including all Consortium Members, proposed Construction and O&M Contractors, their Affiliates, and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process.

b. It, including all Consortium Members, proposed Construction and O&M Contractors, their Affiliates, and their respective officers, employees, agents and advisers shall not commit any Corrupt Fraudulent, Coercive, Undesirable and Restrictive Practices.

c. It, including all Consortium Members, Proposed Construction and O&M Contractors, their Affiliates, and their respective officers, employees, agents and advisers, will not engage in any form of political or other lobbying with respect to the Project or attempt to influence the outcome of the Bidding Process; and

d. It accepts all the terms and conditions of the Invitation Documents and Bidding Documents.

12. CORRUPT, FRAUDULENT, COERCIVE, UNDESIRABLE, AND RESTRICTIVE PRACTICES

Notwithstanding anything to the contrary contained herein, or in the Notice of Award, the DPWH shall reject or disqualify a Bid Proposal or withdraw the Notice of Award, without being liable in any manner whatsoever to the Bidder, or any Consortium Member, if it determines that the Bidder any Consortium Member, any proposed Construction Contractor, any proposed O&M Contractor, or any Affiliate of any of these entities has, directly or indirectly or through an agent, engaged in any Corrupt, Fraudulent, Coercive, Undesirable, or Restrictive Practice (as defined in Section 21 of the ITPB) in the Bidding Process. In such an event, the DPWH shall forfeit and appropriate any Bid Security without prejudice to any other right or remedy that may be available to the DPWH. The DPWH will also seek to impose the maximum penalties for civil and criminal liability available under the applicable law on individuals and organizations deemed to be involved in any Corrupt, Fraudulent, Coercive, Undesirable, or Restrictive Practices.

Without prejudice to the rights and remedies of the DPWH as provided in these Instructions to Bidders and the Concession Agreement, if a Bidder any Consortium Member, any proposed Construction Contractor, any proposed O&M Contractor, or any Affiliate of any of these entities or the Concessionaire, as the case may be, is found by the DPWH to have directly or indirectly or through an agent, engaged or indulged in any Corrupt, Fraudulent, Coercive, Undesirable, or Restrictive Practices during the Bidding Process, or after the issuance of the Notice of Award or the execution of the Concession Agreement, such Bidder, Consortium Member, proposed Construction Contractor, proposed O&M Contractor, or any Affiliate of any of these entities, or Concessionaire shall not be eligible to participate in any bidding of the DPWH from the date it is found to have directly engaged or indulged in any such practices.

13. CONFLICT OF INTEREST
Bidders and Consortium Members, including their Affiliates, must not have any Conflicts of Interest, as defined in Section 22 of the ITPB.

If at any time prior to the signing of the Concession Agreement, any Bidder, Consortium Member, Proposed Construction Contractor or O&M Contractor, or any Affiliate of any of these, is found to have a Conflict of Interest, it shall be disqualified from further participating in the Bidding Process. If the Conflict of Interest involves another Bidder, then both Bidders shall be disqualified.

14. GOVERNING LAW AND RULES

The provisions of the BOT Law and other applicable Philippine laws shall govern all matters not specifically covered by the Instructions to Prospective Bidders and other Invitation Documents.

15. DEFINITIONS

The words or terms used in this Part II of the Bidding Documents are defined in this Part II as well as in the Definition of Terms of the Concession Agreement:

a. **“Advance Works”** means the completed portion of Segment I of the Project, which was constructed by ASDI and shall be purchased by the Winning Bidder, a more detailed description of which appears in the Deed of Absolute Sale for Advance Works.

b. **“Annex QD” or “QD”** along with the relevant number refers to the relevant Qualification Document submitted by the Pre-Qualified Bidder as part of its Qualification Documents, and as numbered in the Instructions to Prospective Bidders.

c. **“Bid”** means a valid offer, made pursuant to the Bidding Documents and duly submitted by the Bidder, to undertake the Project.

d. **“Bid Proposal”** means the Bid Letter, Bid Security, and Additional Requirements for Consortiums with New Members, Technical Proposal and Financial Proposal required to be submitted by the Bidders described in Section 5.0.

e. **“Bid Proposals Submission Date”** means 8 December 2011.

f. **“Bid Security”** means the instrument provided by the Bidder to guarantee that it shall neither do nor cause to occur any of the events listed in Section 6.3.

g. **“Bidder”** means any partnership, corporation, or Consortium which participates in the Bidding Process by applying to pre-qualify to Bid, passing the Pre-Qualification process, and submitting a Bid Proposal on the Bid Proposals...
Submission Date.

h. “Bidding Documents” means the documents enumerated in Section 1.1 which are issued to Bidders.

i. “Bidding Process” means the procedure described in Section 3 of the ITPB, which shall terminate upon the fulfillment of the Closing Requirements by the Winning Bidder or, if there is no Winning Bidder by the date that is 120 days after the Bid Proposal Submission Date, 120 days from the Bid Proposals Submission Date, whichever comes earlier.

j. “Closing Requirements” means the execution of the Concession Agreement, the execution of the Deed of Absolute Sale for Advance Works, and the payment of the Government Payment.

k. “Concession Agreement” means the contract to be executed between the DPWH and the Winning Bidder or the Concessionaire it shall form upon fulfillment of the Post-Award Requirements of the Notice of Award. A copy of the draft Concession Agreement is included among the Bidding Documents.

l. “Conflict of Interest” is defined in Section 14.

m. “Consortium” means an unincorporated association of natural or juridical persons bound by contract or law, solidarily undertaking by mutual written agreement a common enterprise which is to submit a Bid in accordance with the Bidding Documents.

n. “Consortium Member” means any of the natural or juridical persons or group of persons comprising a Consortium, each having a definite interest in the common undertaking, solidarily liable in the Bid and whose interest will be converted into an equivalent equity participation in the corporation that will become the Concessionaire if the Consortium is awarded and accepts the Project.

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

p. “Construction Contractor” means an entity which may be engaged by the Concessionaire to undertake the Construction, in accordance with the Concession Agreement.

q. “Corrupt, Fraudulent, Coercive, Undesirable, and Restrictive Practices” are each defined in Section 13.

r. “Daang Hari-SLEX Link Road” means Segment I and Segment II.
s. **“Design”** means the preparation by the Concessionaire of the Detailed Engineering Design for Segment II of the Project in accordance with the Concession Agreement.

t. **“Detailed Engineering Design”** means the Detailed Engineering Design for Segment I and Detailed Engineering Design for Segment II.

u. **“Detailed Engineering Design for Segment I”** means the approved Detailed Engineering Design for Segment I, which shall be included as an annex to the Concession Agreement or the Minimum Performance Standards and Specifications.

v. **“Detailed Engineering Design for Segment II”** means the Detailed Engineering Design for Segment II, which shall be prepared by the Concessionaire pursuant to the Concession Agreement and the Minimum Performance Standards and Specifications.

w. **“DPWH”** means the Department of Public Works and Highways which is the government implementing agency for the Project and a party to the Agreement.

x. **“Facility Operator”** means the entity designated by the Concessionaire that will operate and manage the Daang Hari-SLEX Link Road, in accordance with the Concession Agreement.

y. **“Government Payment”** means the amount, excluding applicable taxes, that the Winning Bidder shall pay the Government to acquire the Advance Works from ASDI and the rights and obligations to undertake the Project according to the terms of the Concession Agreement.

z. **“Instructions to Prospective Bidders”** means the Instructions to Prospective Bidders issued in July 2011.

aa. **“Minimum Performance Standards and Specifications”** means the set of minimum performance or functional standards and specifications that the Concessionaire must comply with in undertaking the design, construction, operation and maintenance of the Project, as set forth in the Bidding Documents.

bb. **“O&M Contractor”** means an entity identified by a Prospective Bidder to establish Operation and Maintenance Experience under these Instructions to Bidder, and which entity may eventually be engaged as Facility Operator or have at least twenty percent (20%) interest in the Facility Operator.

cc. **“Pre-Qualification”** means the first stage of the Bidding Process involving the submission, opening and evaluation of the Qualification Documents submitted by
the Prospective Bidders.

dd. **“Pre-Qualified Bidder”** means a Prospective Bidder which passed Pre-Qualification.

ee. **“Project”** consists of:

(i) The purchase of the Advance Works from Alabang-Sto. Tomas Development, Inc. (“ASDI”);

(ii) The Financing and Construction of the Remaining Works for Segment I of the Daang Hari-SLEX Link Road, which starts at Junction Daang Hari-Daang Reyna, Elliptical Road or Rotunda (Roads 1 to 6) km 0+000 and ends in Sta. 2 + 300;

(iii) The Financing, Design and Construction of Segment II of the Daang Hari-SLEX Link Road, which starts at Sta. 2 + 300 and ends at SLEX or Susana Heights Interchange; and

(iv) The Operation and Maintenance of the entire Daang Hari-SLEX Link Road (Segment I and Segment II) as an open-system tolled expressway.

ff. **“SBAC”** means the Special Bids and Awards Committee for Public-Private Partnership Projects of the DPWH constituted under Special Order No. 68, dated 28 March 2011, pursuant to the BOT Law.

gg. **“Second Stage of the Bidding Process”** means the period from the date of issuance by the DPWH of the Notice of Pre-Qualification to the Pre-Qualified Bidders until the signing of the Concession Agreement by the Winning Bidder or the lapse of 120 days from the Bid Proposals Submission Date, whichever comes earlier.

hh. **“Segment I”** means the segment of the Daang Hari-SLEX Link Road which starts at Km 0 at the Daang Hari-Daang Reyna junction I Bacoor, Cavite, running generally eastward, passing through the National Bilibid Prison (“NBP”) Reservation, and ending at Km 2+300, with a length of approximately 2.3 km. Its main component structures are:

(i) Rotunda (Roads 1 to 6) at the Daang Hari-Daang Reyna junction;

(ii) Four-lane divided expressway from the Rotunda to Km 2+300, with a length of approximately 2.30 km;
(iii) Two 2-lane overpass structures crossing the expressway with a length of approximately 145 m;

(iv) Four local roads parallel to the expressway with an aggregate length of approximately 1.65 km; and

(v) Three-meter high chain link fence with a length of 3.71 km, 3-m high noise barrier with a length of 310 m between the Intercontinental Development Corporation (“ICDC”) property and the Project, and 6-m high security fence with a length of 580m between the NBP and the Project.

ii. “Segment II” means the segment of the Daang Hari-SLEX Link Road which starts at the end point of Segment I, Km 2+300, and ends at approximately Km 4+000 to connect with SLEX or Susana Heights Interchange.

jj. “Winning Bidder” means the Bidder determined by the DPWH as having the highest complying post-qualified Bid and issued a Notice of Award as described in Section 8.1.
ANNEX BL-1: Form of Bid Letter

[Letterhead]

Republic of the Philippines

) s.s.

I, (insert name), (insert citizenship), of legal age, with office address at (insert address), as the authorized representative of (insert Bidder), a (corporation/partnership or Consortium) (organized and existing under and by virtue of the laws of [insert place of incorporation/registration] or organized by agreement among its Consortium Members), after having been duly sworn according to law, hereby declare for and on behalf of (name of Bidder) that:

1. In accordance with the Bidding Documents for the Daang Hari-SLEX Link Road Project (hereinafter referred to as the “Project”), (Name of Bidder), a (partnership/corporation/Consortium) with business address at ______________________________, hereinafter referred to as the Bidder, submits its Bid Proposal to finance, design, construct, operate and maintain the Daang Hari-SLEX Link Road (the “Project”) in accordance with the Instructions to Bidders.

2. Bidder’s Bid Proposal consists of the following components:
   a. Envelope No. 1 - This Bid Letter and its required attachments, as listed below.
   b. Envelope No. 2 - Technical Proposal
   c. Envelope No. 3 - Financial Proposal

3. As attachments to this Bid Letter, the Bidder submits herewith the following:
   a. [Annex BL-2A (for a partnership or corporation): Authority to Participate in the Bid and Designation of Authorized Representative] or [Annex BL-2B (for a Consortium bidder, to be submitted by each Consortium Member): Consortium Member’s Authority to Participate in Consortium and Bid and Designation of Lead Member and Authorized Representative of Consortium]; and
   b. Annex BL-3: Bid Security
   c. Annex BL-4: Updated Business Plan
   d. Annex BL-5 Notarized Statement of Construction Contractor
e. Annex BL-6: Notarized Statement of O&M Contractor

4. (Name of Bidder) declares that all statements made and the information and documents submitted in its Bid Proposal are true and correct as of the date of this statement, and any misrepresentation or false statement made therein shall be a ground for its disqualification.

5. (Name of Bidder) authorizes the DPWH to conduct any inquiries or investigations to verify the statements, documents, and information submitted in its Bid Proposal, and to seek clarification from its clients and bankers regarding any technical and financial aspects. (Name of Bidder) also permits third parties to supply information required to verify statements and information submitted in its Bid Proposal.

6. (Name of Bidder)’s Bid Proposal is unconditional and unqualified. We understand and accept all terms, conditions and other provisions of the Invitation Documents and Bidding Documents.

7. (Name of Bidder) acknowledges the right of the DPWH to reject its Bid Proposal without assigning any reason and to cancel the Bidding process at any time, without incurring any liability to the (Name of Bidder).

8. (Name of Bidder), including all its Consortium members, and all of the entities it has identified to comply with the Qualification Requirements under the Instructions to Prospective Bidders as submitted as part of the requirements for Pre-Qualification, have not at any time engaged in any Corrupt, Fraudulent, Coercive, Undesirable, or Restrictive Practices, nor have a Conflict of Interest.

9. (Name of Bidder) waives any right to and shall not seek or obtain any restraining order, writ of injunction or prohibition or any other form of coercive judicial, quasi-judicial or administrative writ, process or issuance against the DPWH to restrain, prevent, suspend, or in any manner forestall, hinder or render inconvenient the Bidding Process, the award of the contract to the Winning Bidder, and the implementation of the Concession Agreement. (Name of Bidder) acknowledges that the DPWH is undertaking this Bidding in the performance of its functions to ensure the provision of a critical basic necessity and that, therefore, the Project is of paramount public interest and importance and that the DPWH will suffer serious and irreparable damage on account of any breach by us of these undertakings, and agree that the breach of these undertakings shall result in our automatic disqualification to bid for the Project.

10. (Name of Bidder) agrees to keep its Bid Proposal valid for one hundred and twenty (120) days from the Bid Proposals Submission Date.

11. In the event that (Name of Bidder) is declared as the Winning Bidder, (Name of Bidder) agrees to comply with the requirements of Section 8 of the Instructions to Bidders
and execute the Final Concession Agreement with the DPWH within the deadlines set in the Instructions to Bidders.

(Date and Place of Execution.)

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

By:
(Name, Designation and Signature of Authorized Representative)

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 2011.
ANNEX BL-2A: Authority to Submit Bid Proposal and Designation of Authorized Representative (for Bidders which are partnerships or corporations)

1. To be submitted by all Bidders which are partnerships or corporations

[Letterhead]

I, (Corporate Secretary or equivalent officer), after having been duly sworn according to law, hereby depose and state that:

1. I am a (Filipino) citizen, of legal age and a resident of [●];

2. I am the duly elected (Corporate Secretary or equivalent officer) of (name of Bidder) (the “Bidder”), a (corporation/partnership) organized and existing under and by virtue of the laws of (the Philippines);

3. At a regular/special meeting of the Authorized Body of the Firm, held on date at place, in which meeting a quorum was present and acting throughout, the following Resolutions were unanimously passed and approved:

RESOLVED, AS IT IS HEREBY RESOLVED, that (name of Bidder) (the “Bidder”) be, and is, authorized to submit its Bid Proposal for the Daang Hari-SLEX Link Road Project (hereinafter called the “Project”);

RESOLVED FURTHER, that in the event the Bidder is declared as Winning Bidder, it commits to fulfill all the requirements in the Instructions to Bidders, including the submission and completion of the requirements of the Post-Award Requirements within thirty (30) days of its issuance, and the signing of the Concession Agreement with the DPWH and fulfillment of other Closing Requirements within three (3) days of being notified by the DPWH that it has complied with the requirements of the Notice of Award.

RESOLVED FURTHER, that (Name of Bidder’s Representative(s)) be and is hereby appointed as the authorized representative of the Bidder in the second stage of the Bidding Process for the Project, authorized to execute, sign, and receive documents for, and otherwise act in the name of, the Bidder.

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

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

(Place, Date of Execution).

__________________________________________
[Corporate Secretary or Equivalent Officer]

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 2011.
SWORN CERTIFICATION OF RESOLUTIONS

I, (Corporate Secretary or equivalent officer), after having been duly sworn according to law, hereby depose and state that:

1. I am a (Filipino) citizen, of legal age and a resident of [●];

2. I am the duly elected (Corporate Secretary or equivalent officer) of (Consortium Member) (the “Firm”), a (corporation/partnership) organized and existing under and by virtue of the laws of (the Philippines);

3. At a regular/special meeting of the authorized body of the Firm, held on (date) at (place), in which meeting a quorum was present and acting throughout, the following Resolutions were unanimously passed and approved:

RESOLVED, AS IT IS HEREBY RESOLVED, that the Firm be, and is, authorized to participate, through a Consortium consisting of the following Members and their respective nationalities and percentage interests in the Consortium, in the Bidding Process for the financing, design, construction, operation and maintenance of the Daang Hari-SLEX Link Road (“Project”) (hereinafter called the “Project”):

<table>
<thead>
<tr>
<th>Name of Consortium Member</th>
<th>Nationality</th>
<th>% Interest</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

RESOLVED FURTHER, that the Firm authorizes the Consortium described above to submit a Bid Proposal for the Project;

RESOLVED FURTHER, that the Firm shall maintain its percentage interest in the Consortium until the signing of the Concession Agreement, and
thereafter shall comply with the requirements and restrictions on changes in
ownership of the Concessionaire as stated in the Concession Agreement;

RESOLVED FURTHER, that in the event the Consortium is declared as
Winning Bidder, the Firm will cooperate with the other Consortium
Members to register a domestic corporation with the Philippine Securities
and Exchange Commission and comply with all other requirements specified
in the Instructions to Bidders and the Concession Agreement;

RESOLVED FURTHER, that the Firm jointly and severally binds itself with
the Consortium Members listed above in undertaking the obligations of the
Consortium in the Bid for the Project until, if the Consortium is selected as
the Winning Bidder, the corporation formed by the Consortium signs the
Concession Agreement and fulfills the other Closing Requirements, or if the
Consortium is not declared as the Winning Bidder within 120 days after the
Bid Proposals Submission Date, until 120 days after the Bid Proposals
Submission Date.

RESOLVED FURTHER, that (Name of Firm’s Representative) be and is
hereby appointed as the authorized representative of the Firm, authorized
representative of the Firm in the second stage of the Bidding Process for the
Project, authorized to execute, sign, and receive documents for, and
otherwise act in the name of, the Firm;

RESOLVED FURTHER, that the Firm in the exercise of its interest in the
Consortium hereby:

(a) designates (Name of Lead Member of Consortium) as Lead
Member of the Consortium with the authority to represent
Consortium during the second stage of the Bidding Process for
the Project;

(b) authorizes (Name of Authorized Representative of Name of Lead
Member of Consortium) as representative of the Consortium in
relation to the second stage of the Bidding Process for the
Project, and for such purpose shall have the authority to
execute, sign and receive documents for, and otherwise act in
the name of the Consortium.

RESOLVED, FINALLY, that any and all acts done and/or performed by
(Name of Lead Member of Consortium) and (Name of Authorized
Representative) under and by virtue of this resolution be, as they are hereby,
confirmed and ratified.
4. These resolutions have not been revoked, amended or modified and remain valid and binding on the Firm;

5. That the above resolutions are in accordance with the records of the Firm.

(Place, Date of Execution.)

__________________________________
[Corporate Secretary or Equivalent Officer]

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 2011.
ANNEX BL-3: Form of Bid Security

[Letterhead of Issuing Bank]

Department of Public Works and Highways
Philippines

Place:

Standby Letter of Credit No.

Date:

Dear Sirs:

We, [●], a corporation organized and existing under the laws of the Republic of the Philippines (the “Issuer”), hereby establish our Irrevocable Standby Letter of Credit No. [●] (the “Letter of Credit”) in your favor and for the account of [insert name of Bidder or Consortium’s Lead Member] (the “Bidder”) relating to the obligations of the Bidder under the Instructions to Bidders of the Daang Hari-SLEX Link Road Project, which shall be valid and effective until 16 May 2012. Capitalized terms used in this Letter of Credit shall have the meanings given to them in the Instructions to Bidders except as otherwise expressly defined herein.

1. The maximum aggregate amount available under this Letter of Credit is Thirty-Six Million Pesos (PHP 36,000,000.00) (the “Stated Amount”). The Stated Amount shall be reduced from time to time by drawings made hereunder.

2. Subject to the other provisions of this Letter of Credit, DPWH is hereby irrevocably authorized to make one or more drawings under this Letter of Credit by presenting to the Issuer, at its address set forth above, a demand for payment from DPWH in substantially the form attached as Annex A, duly completed, and that is in the form of a letter on DPWH’s letterhead signed by any of its authorized signatories.

3. Multiple drawings may be made hereunder, provided that each drawing honored by the Issuer hereunder shall reduce the amount available under this Letter of Credit. The Issuer shall be deemed to have honored a drawing hereunder if the Issuer deposits the amount of such drawing in the account (the “Designated Account”) designated by DPWH in accordance with Annex A. Forthwith upon any such drawing being honored as aforesaid, this Letter of Credit shall be deemed to be amended to effect a reduction in the Stated Amount hereunder equal to the amount of such drawing. Any such drawing made hereunder shall be free and clear of all interest and charges and any sums due to the Issuer.

4. We hereby agree to honour each drawing hereunder made in compliance with this Letter of Credit notwithstanding any objection that the Bidder might raise against DPWH’s entitlement to payment, by transferring in immediately available funds to the Designated Account the amount specified in a demand for payment at the opening of business on the
first or second Business Day succeeding the date of such demand. As used herein, the term “Business Day” means any day other than (i) a Saturday or Sunday or (ii) a day on which banking institutions in Metropolitan Manila, Philippines are authorized or obligated by law or executive order to remain closed.

5. If a demand for payment hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give prompt notice (but within the first Business Day succeeding the date of such demand) to DPWH that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor and that we will upon your instructions hold the documents at your disposal or return the same to you. Upon being notified that a demand for payment was not effected in conformity with this Letter of Credit, DPWH may attempt to correct any such non-conforming demand and re-submit such demand in accordance with the terms and conditions hereof.

6. This Letter of Credit shall expire, unless otherwise extended in accordance with the provisions hereof, on the earliest of (i) 5 p.m. at the place of presentation on [insert date-Bid Proposals Submission Date + 160 days], (ii) the date on which we receive confirmation from DPWH that the Stated Amount has been reduced to zero, (iii) the date on which we have honoured a drawing or drawings in an aggregate amount equal to the Stated Amount, and (iv) the date when we receive a written notice from DPWH that a replacement letter of credit, which is in full force and effect, has been substituted for this letter of credit (the “Expiration Date”).

7. All documents presented to the Issuer in connection with any drawing hereunder, as well as all notices and other communications to the Issuer in respect of this Letter of Credit, shall be in writing and addressed and presented to the Issuer at its address set forth above. Such documents, notices, and communications shall make specific reference to this Letter of Credit by number. Such documents, notices, and other communications may be delivered or sent by courier to the Issuer at its address set forth above, or at such other address as the Issuer shall have specified in writing to DPWH, or sent to the Issuer by fax to the following number:

Fax No. [●] (Answerback: [●]).

8. This Letter of Credit may not be cancelled or amended without the prior written consent of the Issuer and DPWH.

9. This Letter of Credit sets forth our undertaking and our agreement with DPWH and such undertaking and such agreement may not in any way be modified, amended, amplified, or limited by reference to any other document, instrument, or agreement referred to herein.

10. The Issuer hereby agrees that it shall have no recourse to DPWH if the Bidder fails at any time to pay any amounts which may from time to time be due and payable by it to the Issuer in relation to this Letter of Credit.
11. References in this Letter of Credit to the Instructions to Bidders or any other document or instrument, except to the Annexes hereto, are for identification purposes only. The Instructions to Bidders and such other documents and instruments are not incorporated herein, nor are they made a part of this Letter of Credit.

12. This Letter of Credit is issued subject to the Uniform Customs and Practice for Documentary Credits, 2007 revision, International Chamber of Commerce Publication No. 600 (“UCP 600”), the provisions of which are incorporated into this Letter of Credit, except to the extent superseded by the express terms and conditions of this Letter of. If this Letter of Credit should expire during an interruption of our business as described in Article 17, the Issuer hereby agrees to honour any demand presented in accordance with this Letter of Credit within thirty (30) days after the resumption of our business.

13. To the extent that the provisions of this Letter of Credit are not governed by UCP 600 this Letter of Credit shall be governed by the laws of the Republic of the Philippines and construed in accordance with said laws, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, we have caused these presents to be executed in our name and our corporate seal to be affixed by our attorney-in-fact on this [●] day of [●] 2011.

[Issuing Bank]

By
Annex A to Letter of Credit

DEMAND FOR SIGHT PAYMENT

To:  [Name of Issuer]

[Address]

Attn:  [●]

Re:  Irrevocable Standby Letter of Credit No. [●]

The undersigned, a duly authorized officer of the Department of Public Works and Highways “DPWH”, make reference to the Instructions to Bidders of the Daang Hari-SLEX Link Road Project.

1. DPWH hereby demands payment (the “Drawing”) under the Letter of Credit in the aggregate amount of [●] Pesos (PHP [●]) in order to satisfy liabilities of the Bidder under the Instructions to Bidders.

2. The amount of the Drawing does not exceed the Stated Amount, as the Stated Amount has been reduced by all prior Drawings made under the Letter of Credit and honored by Issuer.

Please wire transfer the amount of the Drawing to [account details to be inserted by DPWH] (the “Designated Account”).

IN WITNESS WHEREOF, DPWH has executed and delivered this certificate as of the [●] day of [●].

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By: _____________________________

Name:

Title:
ANNEX BL-4: Updated Business Plan

Name of Consortium: ____________________________________________________________

1. **This Annex BL-4 is required if the Bidder is a Consortium:**

2. **Required Attachments: for each new Consortium Member:**
   a. Basic Information Sheet using the form in Annex QD-2 of the Instructions to Prospective Bidders, including the required attachments to Annex QD-2.
   b. Notarized Certification of Absence of Unsatisfactory Performance Record, using the form in Annex QD-4 of the Instructions to Prospective Bidders.

### 1. Consortium Members

<table>
<thead>
<tr>
<th>Name</th>
<th>Lead Member</th>
<th>Other Member</th>
<th>Other Member</th>
<th>Other Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage Interest in the Consortium</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type of Legal Entity (corporation/partnership)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 2. Contact Information of Consortium Members not included in QD-1B

<table>
<thead>
<tr>
<th>a. Consortium Member</th>
<th>b. Address</th>
<th>c. Website</th>
<th>d. Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Telephone</td>
<td>ii. Fax</td>
<td>iii. E-mail</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>a. Consortium Member</th>
<th>b. Address</th>
<th>c. Website</th>
<th>d. Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Telephone</td>
<td>ii. Fax</td>
<td>iii. E-mail</td>
<td></td>
</tr>
</tbody>
</table>
ANNEX BL-5: Construction Contractor’s Notarized Statement of Willingness to Participate in, and Capacity to Undertake the Requirements of, the Project

a. To be submitted by each pre-qualified Construction Contractor.

Prospective Bidder: ____________________________

Republic of the Philippines

) s.s.

Notarized Statement of Willingness to Participate in, and Capacity to Undertake the Requirements of, the Project

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

1. (Name of Construction Contractor) is willing to participate, through the (Name of Prospective Bidder) in the Bid for the Daang Hari Expressway Project in accordance with the Instructions to Bidders.

2. (Name of Construction Contractor) has the required experience and capacity to undertake the requirements for its services in the Daang Hari Expressway Project in accordance with the provisions of the Bidding Documents.

3. If selected by (Name of Prospective Bidder), (name of Construction Contractor) shall formally enter into a contract with the Concessionaire to perform the obligations and assume the attendant liabilities as Construction Contractor for the Daang Hari Expressway Project.

Date and Place of Execution.

For and on behalf of (Name of Entity)

(Signature of Authorized Representative)

______________________________

(Name)

(Designation)

SUBSCRIBED AND SWORN TO before me this (____) day of (month and year) at (place), affiant exhibiting to me his/her (proof of identity acceptable under Philippine notarial regulations), issued at (city) on (date).
ANNEX BL-6: O&M Contractor’s Notarized Statement of Willingness to Participate In, and Capacity to Undertake the Requirements of, the Project

a. To be submitted by each pre-qualified O&M Contractor.

<table>
<thead>
<tr>
<th>Prospective Bidder:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Entity which fulfils the requirement:</td>
<td></td>
</tr>
<tr>
<td>Relationship to Prospective Bidder:</td>
<td></td>
</tr>
</tbody>
</table>

Republic of the Philippines  )
) s.s.

Notarized Statement of Willingness to Participate in, and Capacity to Undertake the Requirements of, the Project

I, (insert name), (insert citizenship), of legal age, with office address at (insert address), as the (insert position/designation) of (insert name of O&M Contractor), a (corporation/partnership) organized and existing under and by virtue of the laws of (insert place of incorporation/registration), after having been duly sworn according to law, hereby declare for and on behalf of (name of O&M Contractor), that:

1. (Name of O&M Contractor) is willing to participate, through the (Name of Prospective Bidder), in the Bid for the Daang Hari Expressway Project in accordance with the Instructions to Bidders.

2. (Name of O&M Contractor) has the required experience and capacity to participate in the Daang Hari Expressway Project in accordance with the provisions of the Bidding Documents.

3. If selected by (Name of Prospective Bidder), (Name of O&M Contractor) shall formally enter into a contract with the Concessionaire to perform the obligations and assume the attendant liabilities as Facility Operator for the Daang Hari Expressway Project, or own at least twenty percent (20%) of the Facility Operator which will be engaged by Concessionaire, for at least five years starting from issuance of the Toll Operation Certificate for the NAIA Expressway Project.

Date and Place of Execution.

For and on behalf of (Name of O&M Contractor)

(Signature of Authorized Representative)
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 2011.
ANNEX TP-1: BIDDER’S TRAFFIC STUDY

Name of Project: Daang Hari-SLEX Link Road Project
Name of Bidder: __________________________________________

For and on behalf of (Bidder/Lead Member)

(Signature of Authorized Representative)

(Name)
(Designation)
ANNEX TP-2: CONCEPTUAL ENGINEERING DESIGN

Name of Project: Daang Hari-SLEX Link Road Project
Name of Bidder: ____________________________________________________________________________

1. Conceptual engineering design for Segment II (A3 size copy) of the expressway and appurtenant structures, including the following:

   (a) Layout plan of the expressway, including major structures, at any convenient scale.

   (b) Plan and Profile for the expressway in relation to the existing ground and structures, at a scale of Horizontal-1:1000 and Vertical-1:100.

   (c) Cross-sections of the expressway at a scale of 1:100, at intervals of 20 m, and at intermediate breaks involving major changes in sectional areas.

   (d) Plans, elevations, and typical cross-sections of drainage and other structures at a scale of 1:1000, 1:100, and 1:100, respectively.

   (e) Preliminary design drawings of roundabout, viaduct, or tunnel to connect with SLEX or Susana Heights Interchange, at any convenient scale.

   (f) Preliminary design analyses and computations for the expressway and structures.

   (g) Quantity estimates for the expressway and structures.

2. Conceptual design of the toll facilities (if approved DED of toll plaza will not be adopted):

   (a) Layout plan, at a scale of 1:1000, showing the location of the toll facilities, including the toll plaza and traffic safety devices.

   (b) Conceptual design of the toll plaza:

      i. Layout plan indicating the elements of the toll plaza, including carriageway tapers, platform, lighting, inspection tunnel, control building and parking areas; longitudinal section on the corner line of the plaza.

      ii. Toll platform indicating the layout of the lane area.

      iii. Toll islands indicating the toll booths and protection structures.

      iv. Toll lanes, both entry and exit.

      v. Canopy showing the minimum clearance, shape, form, material and signs.

      vi. Toll plaza building, indicating the layout with approximate areas of each room and elevations of at least two sides.

      vii. Technical gallery for power and data cables.
viii. Road signs.
ix. Overhead sign and lighting.
x. Drainage.
xi. Water supply.
xii. Fences.
xiii. Power.
xiv. Lighting.

3. Conceptual design of expressway traffic safety devices.
   
   (a) Pavement markings.
   
   (b) Traffic signs, including regulatory signs, warning signs, guide or informative signs, and signs for road works.
   
   (c) Crash cushions.

For and on behalf of (Bidder/Lead Member)

(Signature of Authorized Representative)

(Name)  
(Designation)
ANNEX TP-3: CONSTRUCTION PLAN

Name of Project: Daang Hari-SLEX Link Road Project
Name of Bidder: ____________________________________________

1. Construction organization for the Project, identifying key personnel and positions, and subcontractors.

2. Construction methodology and procedures.

3. Quality control system.


5. Major construction equipment to be used.

6. Traffic management plan during Construction.


For and on behalf of (Bidder/Lead Member)

(Signature of Authorized Representative)

(Name)
(Designation)
ANNEX FP-1: STATEMENT OF BIDDER ON BID AMOUNT

I, (insert name), (insert citizenship), of legal age, with office address at (insert address), as the authorized representative of (insert Bidder), a (corporation/partnership or Consortium) (organized and existing under and by virtue of the laws of [insert place of incorporation/registration] or organized by agreement among its Consortium Members), hereby declare for and on behalf of (name of Bidder) that:

1. In accordance with the Bidding Documents for the Daang Hari-SLEX Link Road Project (hereinafter referred to as the “Project”), (Name of Bidder), a (partnership/corporation/Consortium) with business address at ______________________________, hereinafter referred to as the Bidder, submits the Bid Amount representing the Government Payment which it shall pay to acquire the Advance Works from Alabang-Sto. Tomas Development, Inc. (“ASDI”) and acquire the right to undertake the Project according to the terms of the Concession Agreement.

2. Bidder acknowledges that its obligation to pay the Government Payment arises upon its designation as the Winning Bidder, its fulfillment of all Post-Award Requirements under the Notice of Award for the execution of the Concession Agreement, and its execution of the Concession Agreement with DPWH and the Deed of Absolute Sale for Advance Works with Alabang-Sto. Tomas Development Inc., to be governed at all times by the terms of the Concession Agreement.

3. Bidder’s Bid Amount is:

<table>
<thead>
<tr>
<th>Bid Amount in words</th>
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<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Bid Amount in figures</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

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

By:
(Name and Signature of Authorized Representative)
Date: __________________________
ANNEX FP-2: FINANCIAL MODEL

Name of Project: Daang Hari-SLEX Link Road Project
Name of Bidder: ___________________________________________________________

Hard copy and electronic copy of the Bidder’s Financial Model with the following minimum information per year from 2012-2038:

A. Project Costs

   Engineering Design
   Civil Works
   Toll Collection System
   Insurance Costs
   Others

B. Key Operating Assumptions

   Toll rate for Class I
   Toll rate for Class II
   Toll rate for Class III
   Inflation
   Average vehicles per day, Class I
   Average vehicles per day, Class II
   Average vehicles per day, Class III

C. Projected Income

   Toll Revenues
   Other revenues
   Total Revenues

   Operating expenses
   Routine maintenance expenses
   Periodic maintenance expenses
   Insurance expenses
   Others
   Depreciation and amortization
   Total Expenses

   Operating income
D. Projected Balance Sheet

Assets
Current Assets
Long-Term Assets
Other Assets
Total Assets

Liabilities and Stockholder's Equity
Short-term Debt
Current Portion of Long-Term Debt
Other current liabilities

Long-term debt
Other long-term liabilities

Total Liabilities
Total Stockholder's Equity
Total Liabilities and Stockholder's Equity

Debt / Total Capital Ratio

E. Projected Cashflow Statement

Cashflow from Operations

Cash inflows from toll revenues
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 Shareholders

Net Cashflow from Financing Activities

Net Cashflow

Cash at beginning
Cash at end

F. Rates of Return

Project IRR
(please show calculations to derive the project IRR)

Equity IRR
(please show calculations to derive the equity IRR)

For and on behalf of (Bidder/Lead Member)

(Signature of Authorized Representative)

(Name)
(Designation)
ANNEX CPS-1: FORM OF CONSTRUCTION PERFORMANCE SECURITY - IRREVOCABLE LETTER OF CREDIT

[Letterhead of Issuing Bank]

Department of Public Works and Highways
Philippines

Place:

Standby Letter of Credit No.

Date:

Dear Sirs:

We, [●], a corporation organized and existing under the laws of the Republic of the Philippines (the “Issuer”), hereby establish our Irrevocable Standby Letter of Credit No. [●] (the “Letter of Credit”) in your favor and for the account of [insert name of Concessionaire] (“Concessionaire”) relating to the obligations of Concessionaire during the [Construction] Period, until one year after the issuance of the Certificate of Final Completion under the Concession Agreement dated [●] (the “Agreement”) between yourselves and Concessionaire.

Capitalized terms used in this Letter of Credit shall have the meanings given to them in the Agreement except as otherwise expressly defined herein.

1. The maximum aggregate amount available under this Letter of Credit is Twenty-eight Million Five Hundred Thousand Philippine Pesos (PhP28,500,000.00) (the “Stated Amount”). The Stated Amount shall be reduced from time to time by drawings made hereunder and by express notice in writing from Department of Public Works and Highways (“DPWH”) or Issuer, in each case as hereinafter provided.

2. Subject to the other provisions of this Letter of Credit, DPWH is hereby irrevocably authorized to make one or more drawings under this Letter of Credit by presenting to the Issuer, at its address set forth above, a demand for payment from DPWH in substantially the form attached as Annex A, duly completed, and that is in the form of a letter on DPWH’s letterhead signed by any of its authorized signatories.

3. Multiple drawings may be made hereunder, provided that each drawing honored by the Issuer hereunder shall reduce the amount available under this Letter of Credit. The Issuer shall be deemed to have honored a drawing hereunder if the Issuer deposits the amount of such drawing in the account (the “Designated Account”) designated by DPWH in accordance with Annex A. Forthwith upon any such drawing being honored as aforesaid, this Letter of Credit shall be deemed to be amended to effect a reduction in the Stated
Amount hereunder equal to the amount of such drawing. Any such drawing made hereunder shall be free and clear of all interest and charges and any sums due to the Issuer.

4. We hereby agree to honour each drawing hereunder made in compliance with this Letter of Credit notwithstanding any objection that Concessionaire might raise against DPWH’s entitlement to payment, by transferring in immediately available funds to the Designated Account the amount specified in a demand for payment at the opening of business on the first or second Business Day succeeding the date of such demand. As used herein, the term “Business Day” means any day other than (i) a Saturday or Sunday or (ii) a day on which banking institutions in Metropolitan Manila, Philippines are authorized or obligated by law or executive order to remain closed.

5. If a demand for payment hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give prompt notice (but within the first Business Day succeeding the date of such demand) to DPWH that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor and that we will upon your instructions hold the documents at your disposal or return the same to you. Upon being notified that a demand for payment was not effected in conformity with this Letter of Credit, DPWH may attempt to correct any such non-conforming demand and re-submit such demand in accordance with the terms and conditions hereof.

6. This Letter of Credit shall expire, unless otherwise extended in accordance with the provisions hereof, on the earliest of (i) 5 p.m. at the place of presentation on [insert date at least three years from the date of the signing of the Concession Agreement], (ii) the date on which we receive confirmation from DPWH that the Stated Amount has been reduced to zero, (iii) the date on which we have honoured a drawing or drawings in an aggregate amount equal to the Stated Amount, and (iv) the date when we receive a written notice from DPWH that a replacement letter of credit, which is in full force and effect, has been substituted for this letter of credit (the “Expiration Date”); provided, however that with respect to subclause (i), on the Business Day immediately preceding such Expiration Date, the Expiration Date shall be automatically extended to the date one year after such expiration Date (or, in the event that such date is not a Business Day, the Business Day immediately preceding such date), unless the Issuer notifies DPWH in writing not less than fourteen (14) Days prior to such Expiration Date that such Expiration Date will not be extended; and provided, further, that upon notification that this Letter of Credit will not be extended DPWH may draw hereunder for the full undrawn portion of this Letter of Credit by DPWH’s written certificate of demand for payment hereunder in substantially the form of Annex A hereto and signed by one of DPWH’s authorized representatives, provided that such demand is received by the Issuer before the then current expiration Date.

7. All documents presented to the Issuer in connection with any drawing hereunder, as well as all notices and other communications to the Issuer in respect of this Letter of Credit, shall be in writing and addressed and presented to the Issuer at its address set forth above. Such documents, notices, and communications shall make specific reference to this Letter of Credit by number. Such documents, notices, and other communications may be
delivered or sent by courier to the Issuer at its address set forth above, or at such other address as the Issuer shall have specified in writing to DPWH, or sent to the Issuer by fax to the following number:

Fax No. [●] (Answerback: [●]).

8. This Letter of Credit may not be cancelled or amended without the prior written consent of the Issuer and DPWH.

9. This Letter of Credit sets forth our undertaking and our agreement with DPWH and such undertaking and such agreement may not in any way be modified, amended, amplified, or limited by reference to any other document, instrument, or agreement referred to herein.

10. The Issuer hereby agrees that it shall have no recourse to DPWH if Concessionaire fails at any time to pay any amounts which may from time to time be due and payable by it to the Issuer in relation to this Letter of Credit.

11. References in this Letter of Credit to the Agreement or any other document or instrument, except to the Annexes hereto, are for identification purposes only. The Agreement and such other documents and instruments are not incorporated herein, nor are they made a part of this Letter of Credit.

12. This Letter of Credit is issued subject to the Uniform Customs and Practice for Documentary Credits, 2007 revision, International Chamber of Commerce Publication No. 600 (“UCP 600”), the provisions of which are incorporated into this Letter of Credit, except to the extent superseded by the express terms and conditions of this Letter of Credit. If this Letter of Credit should expire during an interruption of our business, the Issuer hereby agrees to honour any demand presented in accordance with this Letter of Credit within thirty (30) days after the resumption of our business.

13. To the extent that the provisions of this Letter of Credit are not governed by UCP 600 this Letter of Credit shall be governed by the laws of the Republic of the Philippines and construed in accordance with said laws, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, we have caused these presents to be executed in our name and our corporate seal to be affixed by our attorney-in-fact on this [●] day of [●] 2011.

[Issuing Bank]

By

________________________________
Irrevocable Standby Letter of Credit

DEMAND FOR SIGHT PAYMENT

To: [Name of Issuer]

[Address]

Attn: [●]

Re: Irrevocable Standby Letter of Credit No. [●]

The undersigned, a duly authorized officer of the Department of Public Works and Highways “DPWH”, make reference to the Concession Agreement dated [●] between DPWH and [●], a [●] corporation duly organized and existing under Philippine laws with principal office at [●], Philippines (“Concessionaire”) (the “Agreement”).

1. DPWH hereby demands payment (the “Drawing”) under the Letter of Credit in the aggregate amount of [●] Pesos (PHP [●]) in order to satisfy liabilities of Concessionaire under the Toll Concession Agreement.

2. The amount of the Drawing does not exceed the Stated Amount, as the Stated Amount has been reduced by all prior Drawings made under the Letter of Credit and honored by Issuer.

Please wire transfer the amount of the Drawing to [account details to be inserted by DPWH] (the “Designated Account”).

IN WITNESS WHEREOF, DPWH has executed and delivered this certificate as of the [●] day of [●].

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By: _________________________
Name: _________________________
Title: _________________________
Schedule 1: List of Universal and Commercial Banks Licensed by the Bangko Sentral ng Pilipinas

**UNIVERSAL BANKS**

**DOMESTIC UNIVERSAL BANKS**
1. ALLIED BANKING CORP
2. BANCO DE ORO UNIBANK INC
3. BANK OF THE PHILISLANDS
4. CHINA BANKING CORP
5. METROPOLITAN BANK & TCO
6. PHIL NATIONAL BANK
7. PHIL TRUST COMPANY
8. RIZAL COMM’L BANKING CORP
9. SECURITY BANK CORP
10. UNION BANK OF THE PHILS
11. UNITED COCONUT PLANTERS BANK

**SPECIALIZED GOVERNMENT BANKS**
1. DEVELOPMENT BANK OF THE PHIL
2. LAND BANK OF THE PHILIPPINES
3. AL-AMANAH ISLAMIC INV BNK OF THE PH

**FOREIGN BANK BRANCHES**
1. ANZ BANKING GROUP LTD
2. MIZUHO CORPORATE BANK LTD-MANILA BR
3. HONGKONG & SHANGHAI BANKING CORP
4. INTERNATIONALE NEDERLANDEN GROEP BK
5. STANDARD CHARTERED BANK

**COMMERCIAL BANK**

**DOMESTIC COMMERCIAL BANKS**
1. ROBINSONS BANK CORPORATION
2. ASIA UNITED BANK CORPORATION
3. BDO PRIVATE BANK, INC.
4. BANK OF COMMERCE
5. EAST WEST BANKING CORP
6. EXPORT AND INDUSTRY BANK INC
7. PHIL BANK OF COMMUNICATIONS
8. PHILIPPINE VETERANS BANK

**FOREIGN BANK BRANCHES**
1. BANK OF AMERICA N.A.
2. BANGKOK BANK PUBLIC CO LTD
3. BANK OF CHINA LIMITED-MANILA BRANCH
4 THE BNK OF TOKYO-MITSUBISHI UFJ LTD
5 JP MORGAN CHASE BANK NATIONAL ASSN.
6 CITIBANK, N.A.
7 DEUTSCHE BANK AG
8 KOREA EXCHANGE BANK
9 MEGA INT'L COMM'L BANK CO LTD

FOREIGN BANK SUBSIDIARIES
1 CHINATRUST(PHILS) CBC
2 MAYBANK PHILIPPINES INC.