



SUPPLEMENTAL BID BULLETIN NO. 02

**Consultancy Services for the Development of Foreign Investment Framework for Public-Private Partnership**

This supplemental bid bulletin for the Procurement of **Consultancy Services for the Development of Foreign Investment Framework for Public-Private Partnership** is being issued to all participating bidders to clarify, amend, and/or modify certain provisions in the bidding documents as a result of the Pre-bid Conference held on December 21, 2016 at PPP Center Boardroom, 8<sup>th</sup> Floor, One Cyberpod Centris, EDSA cor Quezon Avenue, Quezon City:

Reference No.	Specific Page/Section	Query/Issue	PBAC Response/Clarification
Item 18	Part II, Section III, page 46	<p><b>On the Deadline of Bid Submission</b></p> <p><i>"The deadline for submission of bids on January 2, 2017 at 10:00 am."</i></p> <p><b>Issue:</b></p> <p>Given the following circumstances:</p> <ul style="list-style-type: none"><li>• 26 December 2016 and 2 January 2016 were declared special non-working holidays;</li><li>• we received the notice for shortlisting and invitation to bid only on 16 December 2016;</li><li>• long holiday break; and</li><li>• you still need to reply to our queries and clarifications</li></ul> <p>we do not have sufficient time to enable us to better prepare for our bid submission. Thus, we respectfully request the deadline for bid submission be moved to <b>12 January 2016</b>, at the earliest.</p>	<p>The deadline for submission of bids is extended until January 9, 2016 at 10:00 AM.</p>

Reference No.	Specific Page/Section	Query/Issue	PBAC Response/Clarification
Item 6	Part II, Section IV, page 55	<p><b>On Prohibition to Engage in Certain Activities</b></p> <p><i>“Consultants and Affiliates Not to Engage in Certain Activities</i></p> <p><i>6.1. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, or consulting services for any project resulting from or closely related to this Contract other than the Services and any continuation thereof provided there is no current or future conflict.</i></p> <p><i>6.2. The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:</i></p> <p><i>(a) during the term of this Contract, any business or professional activities in the Government’s country which would conflict with the activities assigned to them under this Contract; and</i></p> <p><i>(b) after the termination of this Contract, such other activities as may be specified in the SCC.”</i></p>	<p>The Grant Contract executed by the Foreign and Commonwealth Office (Grantor) and the PPP Center (Grantee) provides that the latter shall follow its own procurement guidelines and procedures for the Development of Foreign Investment Framework for Public-Private Partnership (subject procurement), henceforth, the procedures laid down in RA 9184 and its 2016 Revised IRR would apply. Accordingly, the use of proforma bidding documents (PBDs) issued by the Government Procurement Policy Board (GPPB), shall be mandatory upon the government agency. Further, the PBDs, including the General Conditions of Contract and SCC Clause 6.2(b), should be used unchanged.</p>
Item 6.2(b)	Part II, Section V, page 76	<p><i>“It is essential that Consultants that advise</i></p>	<p>The prohibition Part II, Section IV (6) Consultants and Affiliates Not to Engage in Certain Activities categorically pertains only to the provision by the Consultant of goods, works, or consulting services for any project resulting from or closely related to this Contract. The scope of the Contract covers only the development of a framework with which the Grantee can alter, modify, and build upon to come. It is not specific to a PPP project or to a transaction within a PPP project. Thus, the prohibition does not cover</p>

Reference No.	Specific Page/Section	Query/Issue	PBAC Response/Clarification
		<p><i>PROCURING ENTITIES on the privatization of state owned enterprises or other assets (or on related problems), be prohibited from “switching sides” upon completion of their obligations and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context...</i></p> <p><i>For a period of two years, the Consultant shall not engage, and shall cause its Personnel as well as their Sub-Consultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.”</i></p> <p><b>Issue:</b></p> <p>The above prohibitions are too broad as they practically cover all the consultant’s future engagements in PPP projects both with the government and private sectors. As a firm, we may have projects in the future which are closely related to the scope of this Contract, e.g. assisting foreign investors in participating in PPP projects of the Philippines. With these prohibitions, we will be precluded from assisting the Philippine government and any private sectors in doing PPP projects if we are engaged to work on this Contract.</p> <p>Thus, in order for a Consultant to participate in</p>	<p>future engagements such as provision of assistance to foreign investors in participating in PPP projects of the Philippines and provision of assistance to the Philippine government and any private sectors in doing PPP projects. These kinds of engagements do not fall under the category of goods, works, or consulting services for any project resulting from or closely related to this Contract.</p>

Reference No.	Specific Page/Section	Query/Issue	PBAC Response/Clarification
		<p>this initiative, the entire GCC Clause and accompanying SCC Clause quoted above should be <b>deleted</b>. In any case, the general rule on Conflict of Interest would apply.</p>	
Item A.2.2	Part II, Section II, page 21	<p><b>On Conflict of Interest</b></p> <p><i>“Consultants shall not be related to the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. The prohibition shall also apply as follows:</i></p> <p><i>(a) If the Consultant is an individual or sole proprietorship, then to himself;</i></p> <p><i>(b) If the Consultant is a partnership, then to all its <b>officers and members</b>;</i></p> <p><i>(c) If the Consultant is a corporation, then to all its officers, directors and controlling stockholders; or</i></p> <p><i>(d) If the Consultant is a JV, the provisions of items (a), (b), or (c) of this Section shall correspondingly apply to each members of the said joint venture, as may be appropriate.”</i></p> <p><b>Query 1:</b> May we know the names of the following officials/officers:</p> <ul style="list-style-type: none"> <li>• Head of the Procuring Entity (Ferdinand Pecson)</li> <li>• Members of the BAC</li> <li>• Members of the TWG</li> </ul>	<p><b>Response to Query 1:</b></p> <p>Hereunder are the names of the relevant PPP Center officers:</p> <p><b>HOPE – Ferdinand A. Pecson</b></p>

Reference No.	Specific Page/Section	Query/Issue	PBAC Response/Clarification
		<ul style="list-style-type: none"> <li>• BAC Secretariat (Jomel Gutierrez)</li> <li>• The head of the PMO or the end-user unit</li> <li>• The project consultants</li> </ul> <p><b>Query 2:</b> Does the term “members” under Item 2.2(b) pertain to partners of the firm only or does it cover all staff members of the firm? Please clarify.</p>	<p><b>Members of the BAC:</b>  Feroisa Francisca T. Concordia – Chairperson  Frances Yani P. Domingo – Vice-Chairperson  Millie Jane C. Rigo – Member  Romylyn B. Abas – Member  Mildred A. Castillo – Member</p> <p><b>Members of the TWG:</b>  Celso A. Argabioso, Jr. – Chairperson  Marq Jonathan C. Casipit – Vice-Chairperson  Catalina R. Caraan - Member  Jun Ignacio M. Salcor - Member  Jhoel G. Jorda – Member  Juan Alfonso T. Tan – Member</p> <p><b>Members of the BAC Secretariat:</b>  Jomel Anthony V. Gutierrez – Head  Consuelo B. Eusebio – Assistant Head  Al L. Soriano - Member  Kristopher C. Allarey – Member  Aurora P. Batoctoy – Member  Sharold B. Magallones – Member  Mary Grace V. Cera – Member</p> <p><b>Head of the End-user Unit:</b>  Atty. Mia Mary G. Sebastian</p> <p><b>Response to Query 2:</b>  The term “members” pertain to partners of the firm only.</p>

Reference No.	Specific Page/Section	Query/Issue	PBAC Response/Clarification
Item 20	Part II, Section IV, pages 57-58	<p><b>On the Liability of the Consultant</b></p> <p><i>“Subject to additional provisions, if any, set forth in the SCC, the Consultant’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines.”</i></p>	
Item 20	Part II, Section V, pages 77-78	<p><i>“Select one delete the other.</i></p> <p><i>If the Funding Source is GOP, state here “No additional provision.” or if the Consultant is a joint venture, “All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.”</i></p> <p><i>If the Funding Source is WB, select one and delete the other...”</i></p> <p><b>Query 1:</b> Can we limit our maximum liability to the fee amount agreed upon in the Contract?</p> <p><b>Query 2:</b> How will SCC Item 20 apply if the Funding Source, as this Contract states, is the Foreign and Commonwealth Office through the British Embassy?</p>	<p><b>Response to Query 1:</b> No, we cannot limit the amount of the maximum liability which shall be subject to Section 68, Rule XXIII of the 2016 Revised IRR of R.A. 9184 and other applicable provisions of the Civil Code of the Philippines</p> <p><b>Response to Query 2:</b> While the funding source that is stated in the contract is the Foreign and Commonwealth Office through the British Embassy Manila, the funds are subsequently transferred to the treasury of the Government of the Philippines, therefore converting the funding source to the GOP. If the shortlisted firm is a joint venture, the following provision applies:</p>

Reference No.	Specific Page/Section	Query/Issue	PBAC Response/Clarification
			<p><i>"All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."</i></p>
<p>Item IV</p> <p>Item VII.2.c</p> <p>Item 2</p> <p>Item 53.4</p>	<p>Part II, Section VI, page 88</p> <p>Part II, Section VI, page 92</p> <p>Part II, Section VIII, page 124</p> <p>Part II, Section IV, page 71</p> <p>Part II, Section</p>	<p><b>On the ABC, Taxes, and Reimbursables</b></p> <p><i>"The ABC of Consultancy Services is Php4,000,000.00, for a period of not more than 60 calendar days, inclusive of tax, printing of reports (Inception Report, Assessment Report, etc.) and other incidental expenses (e.g. plane fare and other travel expenses, accommodation, etc.)..."</i></p> <p><i>"The consultant...</i></p> <p><i>(c) Shall shoulder all expenses required in the conduct of the activities."</i></p> <p><i>"Reimbursables</i></p> <p><i>2.2 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursables. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either fixed or reimbursable in foreign or local currency."</i></p> <p><i>"Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services are provided in the</i></p>	

Reference No.	Specific Page/Section	Query/Issue	PBAC Response/Clarification
	V, pages 82-84	<p>SCC.”</p> <p><i>“The following expenditures in foreign currency shall be reimbursed in local currency at the exchange rate used on the date of Bid opening:...</i></p> <p><i>The reimbursable expenditures in local currency shall be as follows:...</i></p> <p><i>NOTE: Items that are not applicable should be deleted.”</i></p> <p><b>Query 1:</b> Is the amount ABC inclusive of all taxes?</p> <p><b>Query 2:</b> Can the costs of doing following Scope of Work, as stated in Part II, Section VI, page 88, be excluded from the ABC and shouldered by PPPCP instead?</p> <p><i>“4. Spearhead the launching of the proposed financial and legal instruments, wherein the Consultant will discuss the mechanisms to the relevant stakeholders.</i></p> <p><i>5. Conduct of coordination meetings with concerned agencies/institutions, as needed.”</i></p>	<p><b>Response to Query 1:</b> Yes, the indicated ABC is inclusive of all taxes.</p> <p><b>Response to Query 2:</b> The preparation and logistical costs related to the following activities:</p> <p><i>4. Spearhead the launching of the proposed financial and legal instruments, wherein the Consultant will discuss the mechanisms to the relevant stakeholders.</i></p> <p><i>5. Conduct of coordination meetings with concerned agencies/institutions, as needed</i></p> <p>The launching of the proposed instruments and the conduct of formal coordination meetings schedule by the PPP Center will be covered by a separate component of the</p>



Reference No.	Specific Page/Section	Query/Issue	PBAC Response/Clarification
		<p><b>Query 3:</b> We suggest Responsibility item c as stated above be revised into the following:</p> <p><i>“c. Shall shoulder all expenses required in the conduct of the activities, <b>except those that are allowed as reimbursables</b>”</i></p>	<p>Grant. Thus, these costs are excluded from the ABC. Preparation and logistical costs include venue rental, meal, event kits, materials, information collaterals, and other preparation costs.</p> <p><b>Response to Query 3:</b> Part II, Section VI, No. 2 (c) is amended to read as follow:</p> <p><i>(c) Shall shoulder all expenses required in the conduct of the activities, except those that are allowed as reimbursable.</i></p>
Item III.2	Part II, Section VI, page 88	<p><b>On the Relevant Stakeholders</b></p> <p><i>“Conduct an assessment and make a report on the existing Philippine legal and institutional framework on foreign investments, the Philippine capital market, and PPPs in comparison to global practices through comprehensive legal research and review, and <b>consultation with relevant stakeholders.</b>”</i></p> <p><b>Query 1:</b> With reference to the quoted statement above, please clarify if the relevant stakeholders have been identified by PPP Center or would the same be undertaken by us?</p>	<p><b>Response to Query 1:</b> The Foreign Investment Framework Technical Working Group (FIF-TWG) already identified an initial list of relevant stakeholders. However, the Consultant is expected to identify other possible relevant</p>

Reference No.	Specific Page/Section	Query/Issue	PBAC Response/Clarification
		<p><b>Query 2:</b> With reference to the quoted statement above, please confirm the number of stakeholders to be consulted for this purpose and whether they are from the public sector, private sector, or both.</p>	<p>stakeholders.</p> <p><b>Response to Query 2:</b> There is no specific number of stakeholders that must be consulted. The list and number of stakeholders to be consulted must be indicated in the Inception Report and Work Plan and the same will be amended as the study progresses.</p>
Item III.5	Part II, Section VI, page 88	<p><b>On the Coordination Meetings</b></p> <p><i>“Conduct of coordination meetings with concerned agencies/institutions, as needed.”</i></p> <p><b>Query 1:</b> With reference to the quoted statement above, please clarify if the relevant stakeholders have been identified by PPP Center and their number or would the same be undertaken by us?</p> <p><b>Query 2:</b> As stated in Query 2 on the ABC, Taxes, and Reimbursables, can expenses related to this scope be excluded from the ABC and shouldered by PPPCP instead?</p>	<p><b>Response to Query 1:</b> The FIF-TWG already identified an initial list of relevant stakeholders. However, the Consultant is expected to identify other possible relevant stakeholders.</p> <p><b>Response to Query 2:</b> The preparation and logistical costs related to the conduct of coordination meetings with concerned agencies/institutions are covered by a separate component of the Grant. However, this will be limited to formal and scheduled coordination meetings with stakeholders as identified and agreed-upon in the Inception Report and Work Plan. Incidental costs that will be incurred by the Consultant in relation separate field visits,</p>

Reference No.	Specific Page/Section	Query/Issue	PBAC Response/Clarification
			meetings, research work, printing, documents preparation, and other costs are included in the ABC.
Item III.4	Part II, Section VI, page 88	<p><b>On the Launch of Instruments</b></p> <p><i>“Spearhead the launching of the proposed financial and legal instruments, wherein the Consultant will discuss the mechanisms to the relevant stakeholders.”</i></p> <p><b>Query 1:</b> Please define “spearhead.” Is this a support role or a planner/organizer role?</p> <p><b>Query 2:</b> Also, with regard to the launch, is it just a roadshow or is it an in-depth capacity building?</p> <p><b>Query 3:</b> As stated in Query 2 on the ABC, Taxes, and Reimbursables, can expenses related to this scope be excluded from the ABC and shouldered by PPPCP instead?</p>	<p><b>Response to Query 1:</b> As regards the launch of the proposed financial and legal instruments, the Consultant is expected to plan and organize the event including the content of materials and presentation, program, video presentation, and other matters pertaining to the launch.</p> <p><b>Response to Query 2:</b> The launch is similar to a roadshow. However, the Consultant is expected to support the Grantor, PPP Center, and FIF-TWG is responding to questions posed during the launch.</p> <p><b>Response to Query 3:</b> The preparation and logistical costs related to the launch of the proposed financial and legal instruments are covered by a separate component of the Grant.</p>
		<b>On the Team Composition</b>	

Reference No.	Specific Page/Section	Query/Issue	PBAC Response/Clarification
Item 39.1	Part II, Section IV, page 65	<i>"The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services."</i>	
Item 10.1	Part II, Section II.B, page 26	<i>"(c) Proposed professional staff must, at a minimum, have the experience indicated in the BDS, preferably working under conditions similar to those prevailing in the Republic of the Philippines.</i>	
Item 10.1(c)	Part II, Section III, page 45	<i>(d) No alternative professional staff shall be proposed, and only one Curriculum Vitae (CV) may be submitted for each position."</i>	
Item VI	Part II, Section VI, page 90	<i>"Please refer to Section VI, Terms of Reference (Item VI, Qualifications of the Consultant)</i>	
Item 8	Part II, Section IV, page 55	<i>"The Consultant is to put together a team comprising of one (1) Legal Expert, one (1) Infrastructure Financing Expert, and (3) <b>Support Staff</b> to deliver all the required outputs within the required timeframe."</i>	
Item 8	Part II, Section V, page 76	<i>"If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country, a <b>resident project manager</b>, acceptable to the Procuring Entity, shall take charge of the performance of such Services."</i>	
		<i>"If there is a <b>resident project manager</b>,</i>	

Reference No.	Specific Page/Section	Query/Issue	PBAC Response/Clarification
		<p><i>state here:</i></p> <p><i>The person designated as resident project manager in Appendix III shall service in that capacity as specified in GCC Clause 8.</i></p> <p><i>If there is no such manager, state: Not Applicable."</i></p> <p><b>Query 1:</b> Do the requirements above limit the number of Support Staff that can actually work on the project or can we add team members other than those specified above? Note: TPF 7 seems to allow inclusion of other staff. Please clarify.</p> <p><b>Query 2:</b> Item 8 of the GCC and SCC are unclear with respect to the need for a resident project manager. Is a project manager needed for this project? Also, would PPP Center be willing to form its own project management team to ensure, which will coordinate with us on arrangements for the data gathering, interviews, workshops and training as well as oversee the project schedule, budget and resources?</p>	<p><b>Response to Query 1:</b> The minimum number of staff is three (3). However, the Consultant may engage additional staff provided that there will be no additional cost charged to PPPC.</p> <p><b>Response to Query 2:</b> Yes, the Consultant must designate a resident project manager among those identified in Section VI, Part VI <i>Qualifications of the Consultant</i>. The resident project manager shall oversee the project activities and take charge of the performance by the Consultant of such Services.</p> <p>The FIF-TWG will serve as the project management team.</p>
Item 8	Part I, Section I, page 5	<i>"Only short listed bidders shall be required to pay a non-refundable fee of <b>Php5, 000.00 for the bidding documents.</b>"</i>	

Reference No.	Specific Page/Section	Query/Issue	PBAC Response/Clarification
		<p><b>Query 1:</b> When is the deadline for payment of this fee?</p> <p><b>Query 2:</b> Are the bidding documents posted in the website of the Public-Private Partnership Center final and complete or are we to receive more documents?</p>	<p><b>Response to Query 1:</b> Payment for the bidding documents shall be made upon submission of bid.</p> <p><b>Response to Query 2:</b> The bidding documents posted in the website of the PPP Center is final and complete. For purposes of clarifying or modifying any provision of the Bidding Documents, Supplemental/Bid Bulletins shall be issued by the PPP Center at least seven (7) calendar days before the deadline for the submission and receipt of bids.</p>
Item III.2	Part II, Section VI, page 88	<p><i>“Conduct an assessment and make a report on the existing Philippine legal and institutional framework on foreign investments, <b>the Philippine capital market</b>, and PPPs in comparison to global practices through comprehensive legal research and review, and consultation with relevant stakeholders.”</i></p> <p><b>Query:</b> With reference to the quoted statement above, please clarify the level of detail required. Is the expectation to provide a broad landscape of the Philippines’ capital markets?</p>	<p><b>Response:</b> After a thorough assessment, the Consultant will be expected to identify issue point, gaps, and critical matters regarding the existing Philippine legal and institutional framework on foreign investments and the Philippine capital market. This comprehensive review will serve as the contextual foundation of the proposed financial and legal instrument, policy, and/or output report.</p>
Item III.2	Part II, Section	<i>“Conduct an assessment and make a report on</i>	

Reference No.	Specific Page/Section	Query/Issue	PBAC Response/Clarification
	VI, page 88	<p><i>the existing Philippine legal and institutional framework on foreign investments, the Philippine capital market, and <b>PPPs in comparison to global practices</b> through comprehensive legal research and review, and consultation with relevant stakeholders."</i></p> <p><b>Query 1:</b> With reference to the quoted statement above, please confirm if the comparison is from the perspective of foreign investment practices in PPPs only.</p> <p><b>Query 2:</b> With reference to the quoted statement above, please confirm the number of comparable countries needed.</p> <p>We suggest to limit the number of comparable countries to two, particularly, United Kingdom and India, which, we believe, have similarities to the Philippines.</p>	<p><b>Response to Query 1:</b> No, the comparison is not only limited to the perspective of foreign investment practices in PPPs only but the study may also refer to the overall infrastructure space.</p> <p><b>Response to Query 2:</b> There is no specific number of comparable countries needed. The list and number of countries and jurisdiction to which comparison may be drawn from may be indicated in the Inception Report and Work Plan and the same may be amended as the study progresses. The identification of the countries and jurisdictions should be justified in the study.</p>
Item III.3	Part II, Section VI, page 88	<p><i>Propose and submit a report on the financial and/or legal instruments/mechanisms, including but not limited to <b>corporate structuring and regulatory policies</b>, necessary to establish a Foreign Investment Framework (FIF) for PPPs designed to enable increased foreign investments in PPP O&amp;M</i></p>	

Reference No.	Specific Page/Section	Query/Issue	PBAC Response/Clarification
		<p><i>companies</i></p> <p><b>Query:</b> With reference to the quoted statement above, please clarify if this entails drafting of regulations and/or policies.</p>	<p><b>Response:</b> Drafting of regulations and/or policies may be sufficient depending on the quality of the content and its responsiveness to the terms of reference. Other forms of output include draft bill, executive circular, policy paper, guidelines, manual, etc. The form taken by the Consultant may be identified in the Inception Report but the form of the final output must be justified in the study.</p>
Item III	Part II, Section VI, page 88	<p><i>"7. <b>Perform such other functions</b> as may be assigned by the Executive Director (or other person/s specifically designated by the relevant authority).</i></p> <p><i>The Consultant may proposed additional works/ services to enhance the study, provided it shall bear no additional cost to the government."</i></p> <p><b>Query 1:</b> With reference to the highlighted portion above, we request PPPCP to define other scope of work / specific functions that can be assigned by the Executive Director in order for us to estimate the level of effort required. Moreover, the other functions should be closely related to this Contract.</p>	<p><b>Response to Query 1:</b> Part II, Section VI, Item No. III (7) is amended to read as follows:</p> <p><i>7. <u>Perform such other functions directly related to any of the items in the Scope of Work as enumerated above</u> may be assigned by the Executive Director</i></p>



Reference No.	Specific Page/Section	Query/Issue	PBAC Response/Clarification <i>(or other person/s specifically designated by the relevant authority).</i>
		<p><b>Query 2:</b> If the Consultant would be required to perform these other specific functions, would PPPC be amenable to extending the current deadline of not more than 60 calendar days?</p>	<p><b>Response to Query 2:</b> Should there be other scope of work / specific functions assigned by the Executive Director, the corresponding extension will depend on the nature of such additional work given.</p>
Item 26.5	Part II, Section II, page 37	<p><b>On the Tax Liability</b> <i>“The financial negotiations shall include a clarification of the Consultant’s tax liability, if any, and the manner in which it shall be reflected in the contract, and shall reflect the agreed technical modification in the cost of the services. The negotiations shall include...”</i></p>	
Item 11.5	Part II, Section III, page 45	<p><i>“Taxes: Ten (10) percent Expanded Withholding Tax and five (5) percent Value-Added Tax based on Philippine Government Law.”</i></p> <p><b>Issue:</b> Given PwC Philippines/Isla Lipana &amp; Co. and PwC Singapore’s status as partnerships, we are exempted from the 10% Expanded Withholding Tax and will only be subjected to 5% Withholding Tax on VAT.</p>	<p><b>Response to Query:</b> The relevant provision is amended as follows:  Applicable withholding taxes as implemented under existing revenue regulations [e.g., 5% - Value Added Tax (VAT) and 2% - Expanded Withholding Tax (EWT)]</p>

Reference No.	Specific Page/Section	Query/Issue	PBAC Response/Clarification
TPF 2	Part II, Section VII, page 100	<b>Query:</b> We have already submitted Consultant's References as part of our Eligibility Documents. Can we just resubmit these as part of our Technical Proposal / TPG 2?	<b>Response to Query:</b> Yes, provided the same complies with the prescribed TPF 2 format.
<p>TPF 6</p> <p>Item 10.1</p> <p>Item VI</p> <p>Item VIII</p>	<p>Part II, Section VII, pages 104-105</p> <p>Part II, Section II.B, page 26</p> <p>Part II, Section VI, page 90</p> <p>Part II, Section VI, page 92</p>	<p><i>(d) No alternative professional staff shall be proposed, and only one Curriculum Vitae (CV) may be submitted for each position."</i></p> <p><i>"The Consultant is to put together a team comprising of one (1) Legal Expert, one (1) Infrastructure Financing Expert, and (3) Support Staff to deliver all the required outputs within the required timeframe."</i></p> <p><i>"Criteria for Shortlisting</i></p> <p><i>2. Qualifications of Key Personnel to be assigned to the Project – 40%</i></p> <p><i>a. Legal expert – 20%</i></p> <p><i>b. National Infrastructure Financing Expert – 20%"</i></p> <p><b>Query 1:</b> We have already submitted CVs for our Legal Expert, Infrastructure Finance Expert, and Support Staff. Can we just resubmit these as part of our Technical Proposal / TPG 2?</p> <p><b>Query 2:</b> We have already submitted CVs for our Support Staff, although this wasn't required as part of the Eligibility Document Submission</p>	<p><b>Response to Query 1:</b> Yes, provided the same complies with the prescribed TPF 7 format.</p> <p><b>Response to Query 2:</b> The bidder may change the support staff composition for purposes of bid submission, provided, the minimum number required is</p>

Reference No.	Specific Page/ Section	Query/Issue	PBAC Response/Clarification
		<p>or part of the criteria for shortlisting. Can we change the Support Staff composition for purposes of the Bid Submission this January?</p> <p><b>Query 3:</b> Can we submit more than 3 Support Staff CVs as part of our Technical Proposal, as long as it is within budget as per our Financial Proposal?</p>	<p>complied with.</p> <p><b>Response to Query 3:</b> See response on Item 8.</p>
<p>Item III.3</p> <p>Item V.2</p>	<p>Part II, Section VI, page 88</p> <p>Part II, Section VI, page 90</p>	<p><i>“Propose and submit a report on the financial and/or legal instruments/mechanisms, including but not limited to corporate structuring and regulatory policies, necessary to establish a Foreign Investment Framework (FIF) for PPPs designed to enable increased foreign investments in PPP O&amp;M companies.”</i></p> <p><i>“The draft FIF and Proposed Policy Instruments shall include the assessment on the existing Philippine legal and institutional framework on foreign investments, the Philippine capital market, and PPPs, a brief study on the legal and institutional framework of other jurisdictions and the determination of the proposed financial and legal instruments/mechanisms necessary to establish FIF for PPPs designed to enable increased foreign investments in PPP O&amp;M companies...”</i></p> <p><b>Query:</b> Is the Foreign Investment Framework just limited to encourage investment in PPP</p>	<p><b>Response to Query:</b> No, the Foreign Investment Framework is not</p>



Reference No.	Specific Page/Section	Query/Issue	PBAC Response/Clarification
		<p><i>corresponding policy instrument that will make available innovative solutions (e.g., alternative investment schemes) to allow greater foreign participation in O&amp;M companies for PPP projects, notwithstanding the constitutional and regulatory limitation on foreign ownership."</i></p> <p><b>Query:</b> Is the Foreign Investment Framework just limited in focus to equity investments? How about other types of investments, e.g. debt investment/financing?</p>	<p><b>Response to Query:</b> No, the Foreign Investment Framework is not limited to equity investments. While the focus of the study will be on finding ways to increase PPP foreign equity investments, the Framework may cover matters pertaining to other types of investments, e.g. debt investment/financing. A separate chapter or section the study may be dedicated to this discussion.</p>
TPF 7	Part II, Section VII, page 106	<p><b>Query:</b> Does this form require time schedule of Support Staff as well, or does it only require that of the Legal Expert and Infrastructure Finance Expert?</p>	<p><b>Response to Query:</b> TPF 7 shall include the time schedule of key experts and support staff.</p>
		<p><b>Additional Queries:</b></p> <p><b>Query 1:</b> Request to get a copy of the Grant Contract between UK Embassy and PPPCP</p> <p><b>Query 2:</b> Should PWC-Singapore register with PhilGEPS?</p>	<p><b>Response to Query 1:</b> We cannot provide the copy of the Grant Contract because there is no direct relationship yet between the short-listed bidder and the counterparties to the Grant (UK Embassy and PPPCP)</p> <p><b>Response to Query 2:</b> Yes, PWC-Singapore is required to register for the purpose of the post-qualification award</p>

Reference No.	Specific Page/Section	Query/Issue	PBAC Response/Clarification
		<p><b>Query 3:</b> Will the payment be directed to the consortium or may the same be directed to Isla Lipana?</p>	<p>based on the 2016 Revised IRR of R.A. 9184.</p> <p><b>Response to Query 3:</b>            Payment can be directed to Isla Lipana provided it is indicated in the Joint Venture Agreement signed by Isla Lipana and PWC Singapore.</p>

For guidance and information to all concerned.

Issued this 22<sup>nd</sup> day of December 2016.

  
**FEROISA FRANCISCA T. CONCORDIA**  
 Chairperson, Bids and Awards Committee