



REPUBLIC OF THE PHILIPPINES
PUBLIC-PRIVATE PARTNERSHIP
CENTER

PROCEDURES FOR THE SUBMISSION OF UNSOLICITED PROPOSALS TO THE PPP CENTER FOR DETERMINATION OF COMPLETENESS AND APPROPRIATE APPROVING BODY PURSUANT TO SECTION 10(a) OF REPUBLIC ACT NO. 11966 AND SECTIONS 52 AND 53 OF ITS IMPLEMENTING RULES AND REGULATIONS (“PPP Center USP Completeness Check Procedures”)

Section 1.0 Legal Basis

Pursuant to Section 10(a) of Republic Act No. 11966, otherwise known as the “Public-Private Partnership (PPP) Code of the Philippines” and Sections 52 and 53 of its Implementing Rules and Regulations (IRR), the following provides for the procedure for the submission of Unsolicited Proposals to the PPP Center.

Section 2.0 Coverage

This PPP Center USP Completeness Check Procedures shall apply to **all** Unsolicited Proposals, both National and Local PPP Projects. No Unsolicited Proposal is deemed submitted unless processed following these rules.¹

Section 3.0 General Guidelines

3.1 Submission of Complete Unsolicited Proposal

Private Proponents interested to submit an Unsolicited Proposal shall refer to **Annex A** (Completeness Checklist for Unsolicited PPP Projects) of this PPP Center USP Completeness Check Procedures for the complete set of documentary requirements to be submitted to the PPP Center for completeness check.

Prior to the submission of an Unsolicited Proposal to the PPP Center, a Private Proponent may seek for a meeting with the PPP Center for purposes of clarifying the process and/or requirements set out in **Annex A**.² Requests for meetings may be coursed through the Project Evaluation Division by sending an email to evaluation@ppp.gov.ph.

Submission of project documents to the PPP Center for an Unsolicited Proposal shall be done **only** through the digital platform (the “Unsolicited Proposals Submission Portal”) in the PPP Center website that can be accessed through the following link: <https://usp-completeness-check.ppp.gov.ph/>.

Any other form of submission shall not be accepted and shall not be considered for completeness check.

3.2 Acknowledgement of Receipt of the Unsolicited Proposal

Unsolicited Proposals submitted between 8:00AM to 5:00PM, from Monday to Friday, shall be acknowledged via email on the same day, copy furnished the identified Implementing Agency/ies.³ Unsolicited Proposals received outside of business hours

¹ Section 52 of the PPP Code IRR

² *Ibid.*

³ *Ibid.*

Issued on April 6, 2024

shall be considered submitted, and shall be acknowledged, on the following working day.⁴

Once the submission is acknowledged by the PPP Center, no supplementary submissions or documents from the Private Proponent shall be accepted and considered.⁵

3.3 Assessment of the Completeness of the Unsolicited Proposal

Within ten (10) calendar days from the issuance of the official acknowledgement, the PPP Center shall then determine the completeness of the Unsolicited Proposal and the appropriate Approving Body.⁶

The PPP Center may call for a meeting with the Private Proponent to clarify details about the submitted documents and/or to discuss initial findings on the Unsolicited Proposal.

If the Unsolicited Proposal is determined to be complete by the PPP Center, it shall endorse the proposal to the appropriate Implementing Agency/ies in writing.⁷ Said official endorsement, copy furnished the Private Proponent, shall indicate the PPP Center's: (a) confirmation of the completeness of the submitted Unsolicited Proposal, and (b) determination of the appropriate Approving Body for the proposed project.⁸

If the Unsolicited Proposal is determined to be incomplete by the PPP Center, it shall notify the Private Proponent in writing, clearly listing down the lacking information or requirement, and returning all the documents submitted by the Private Proponent.⁹ The decision of the PPP Center to return the Unsolicited Proposal shall be final and non-appealable.¹⁰

The Private Proponent whose submission is determined to be incomplete shall not be precluded from resubmitting another Unsolicited Proposal for the same project, which shall be considered as a new submission and shall be reviewed following the stated period.¹¹ The resubmission shall address all the deficiencies identified by the PPP Center.

If the PPP Center fails to render a final decision within the prescribed ten (10) calendar days, the Unsolicited Proposal shall be deemed incomplete¹².

3.4 Computation of Periods

In computing the period for the ten (10)-calendar day completeness check, the first day shall be excluded and the last day included.¹³

⁴ Section 52 of the PPP Code IRR

⁵ *Ibid.*

⁶ *Ibid.*

⁷ Section 53 of the PPP Code IRR.

⁸ *Ibid.*

⁹ *Ibid.*

¹⁰ *Ibid.*

¹¹ *Ibid.*

¹² Section 52 of the PPP Code IRR

¹³ Section 3 of the PPP Code IRR

If the last day of the completeness check falls on a non-working day (i.e., Saturday and Sunday), legal holiday, special non-working holiday, or other non-working days duly declared by the President or the Mayor of the city where the PPP Center office is located, it is understood that the last day shall be the next working day.¹⁴

Section 4.0 Separability Clause

If any provision of this PPP Center USP Completeness Check Procedures is held unconstitutional or invalid, other parts or provisions hereof not affected thereby shall continue to be in full force and effect.

Section 5.0 Validity

This PPP Center USP Completeness Check Procedures shall remain valid until superseded by subsequent issuance to be published by the PPP Center.

Section 6.0 Effectivity

This PPP Center USP Completeness Check Procedures shall take effect on April 6, 2024 after its publication in the Official Gazette or in any newspaper of general circulation.


MA. CYNTHIA C. HERNÁNDEZ
Undersecretary and Executive Director

Annexes:

- A. Completeness Checklist for Unsolicited PPP Projects
- B. Completeness Check Forms 1-5
- C. Private Proponent Information and Qualification Form

¹⁴ Section 3 of the PPP Code IRR

Annex A

Project Title

Assessment of completeness of unsolicited proposal, pursuant to Section 10(a) of PPP Code, and Section 52 and 53 of its IRR

No.	Document	Description/Remarks	Proponent Remarks (indicate which specific tab/cells/ annex/page(s) the document or information is found)	Evaluator Remarks
1	Letter of the private proponent to the PPPC submitting the project for completeness check	The letter should indicate the following: a. project name b. description c. expected output and outcome d. contract period e. list of all documents being submitted in support of the unsolicited proposal f. proposed implementing agency/ies g. certification that the unsolicited proposal does not possess prohibited government undertakings		
2	Feasibility study (F/S)	A complete F/S should contain information that are up-to-date and are not older than three (3) years as of the date of submission to the PPPC The F/S should also contain the following information, as may be applicable (indicate if not applicable): a. problem definition and statement of objectives b. project description c. key success indicators of the project, means of verification, and key assumptions d. assessment of the PPP contractual arrangement options considered, and/or assessment of the proposed contractual arrangement e. project context in the government's/proposed implementing agency's overall strategy/program, sectoral program context, and regional and spatial context f. analysis of technical solutions, including analysis of risks and impacts	i. scope of works including descriptions of projects components ii. project location/s iii. areas of service/influence, including target users iv. products and/or services, including specifications (e.g., for airport projects, product is construction of a new terminal building, while specification is target MPPA) i. key success indicators of the project iii. key assumptions, including bases/references, if applicable i. criteria and/or justification for choosing the following, as may be necessary: a. proposed solution/project design/chosen technology, which shall include minimum level of detail of a conceptual design, schematic design, or operational plan, as applicable. This shall contain a graphical representation of the elements of the intended physical structures of the project with preliminary specifications, scale, shape, and timelines per phase/work component. b. proposed project location/orientation and/or alignment (e.g., alternative alignments for rail and road projects, location for airport) ii. technical viability of implementing the project considering the following, as may be applicable: a. technical risks applicable for the proposed project b. measures to mitigate each technical risk identified	

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		<p>g. stakeholder analysis and stakeholder plan</p> <p>result of stakeholder consultations conducted, including methodology used, timeline, and sample size, among others. The report shall also include information on the stakeholders of the project, stakeholders' concerns, and proposed measures to address said concerns.</p> <p>If stakeholder consultations have not yet been conducted, the private proponent shall provide the following:</p>		
		<p>i. stakeholder analysis containing information on the stakeholders of the project, stakeholders' concerns, and proposed measures to address said concerns</p>		
		<p>ii. stakeholder consultation plan, including details on when and how such consultation will be conducted.</p>		
		<p>h. project costs</p> <p>Section 4(zz) of the PPP Code IRR states that project costs refers to refers to the total cost to be expended to plan, develop, and construct the PPP Project to completion stage, including cost of Feasibility Studies, engineering and design, Construction, equipment, land or right-of-way (ROW), taxes imposed on said cost, and development cost. For this purpose, "completion stage" shall refer to completion of Construction, as defined under the Code and this IRR. For avoidance of doubt, interest charges and other financing costs incurred during Construction shall be considered as part of the Project Cost.</p> <p>For O&M PPP Projects without initial capital expenditures, the present value of costs incurred in delivering the contracted service, including any reinvestment requirements shall be considered as the Project Cost. For this purpose, "initial capital expenditures" shall refer to capital expenditures expended during Construction, as defined under the Code and this IRR. The government borrowing rate shall be the discount rate used in determining the present value of costs incurred in delivering the contracted service, including any reinvestment requirements</p>	<p>includes, but not limited to, the following:</p> <p>breakdown of project cost items, as applicable:</p> <ul style="list-style-type: none"> a. cost of feasibility studies engineering and design, development cost b. cost of construction c. cost of equipment d. cost of land and right-of-way e. taxes imposed on said cost f. cost of a chosen technology g. cost of mitigating related risks and impacts h. cost related to implementing project safeguards on environmental quality, natural resources sustainability, climate change and hazards, equity in development benefits, GEDSI, disability and accessibility, and health, among others i. interest charges and other financing cost incurred during construction <p>OR, for purely operations and maintenance PPP projects without initial capital expenditures:</p> <ul style="list-style-type: none"> a. present value of the costs incurred in delivering the contracted service b. present value reinvestment requirements <p>Note: Government borrowing rate shall be used as the discount rate</p>	
		<p>i. legal due diligence, which includes policy and regulatory framework of the market/s affected by the unsolicited proposal,</p>	<p>i. all policies/regulatory frameworks applicable to the project</p>	

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No.	Document	Description/Remarks	Proponent Remarks (indicate which specific tab/cells/ annex/page(s) the document or information is found)	Evaluator Remarks
		and institutional analysis	ii. Institutional analysis, including a list of all government agencies involved in the proposed project (implementing agency/ies, regulatory body, etc.)	
		j. demand and supply/market analysis <i>Note: The analysis may include a demand model such as those generated through modeling softwares (e.g. Strada, CUBE, PTV Vissim). The model must be consistent with the financial and economic models and an electronic copy must be submitted.</i>	i. existing demand, including historical data, if applicable ii. projected demand iii. assumptions, including bases/references, in the demand forecast iv. information/findings on the alternative products/services available to users of the project, as applicable, including market shares of potential competitors providing the alternative products/services v. other information on industry structure and prevailing conditions of the market, which may include supply chain of markets affected and barriers to entry vi. for user fee-based PPP projects, assessment of fees to be charged vis-à-vis its impact to the demand (e.g., willingness to pay survey, market survey, comparable market analysis, among others)	
		k. financial analysis (including information on project revenues consistent with the financial model)	i. an analysis on the project's ability to meet operational costs and debt service obligations ii. Details of the project's proposed investment recovery scheme. Depending on the proposed recovery scheme, the following should be provided, as applicable: a. tariff/user fees to be charged during the opening year b. parametric formula for the adjustment of tariff/user fees c. availability payment d. other proposed investment recovery scheme not mentioned above e. assessment/justification of the proposed investment recovery scheme/s iii. assumptions, including bases/references, in calculating financial revenues and costs iv. resulting viability indicators which should be consistent with the financial model; otherwise, an explanation on the inconsistency should be included v. sensitivity analysis vi. for JV projects, proposed profit sharing between the implementing agency and private proponent	
		l. economic analysis (including information on economic benefits and cost consistent with the economic model)	i. an analysis of project desirability in terms of its net contribution to the economic and social welfare of the country as a whole	

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No.	Document	Description/Remarks	Proponent Remarks (indicate which specific tab/cells/ annex/page(s) the document or information is found)	Evaluator Remarks
		<ul style="list-style-type: none"> ii. economic costs considered, including descriptions and assumptions, with bases/references. This should consider the shadow factors for the following: <ul style="list-style-type: none"> a. unskilled labor (shadow wage factor is 60% of legislated wage rate) b. foreign cost component (shadow exchange rate is 1.2 of the prevailing exchange rate) iii. economic benefits streams considered, including descriptions and assumptions, with bases/references iv. resulting viability indicators which should be consistent with the economic model; otherwise, an explanation on the inconsistency should be included v. sensitivity analysis 		
		<ul style="list-style-type: none"> m. project safeguards <ul style="list-style-type: none"> Environment, climate change and sustainability considerations: <ul style="list-style-type: none"> i. environmental impact of the unsolicited proposal (e.g., impact on natural resources, biodiversity and ecosystem preservation), including proposed safeguard measures to avoid/minimize effect of such impacts ii. climate change resiliency and sustainability considerations, including proposed safeguard measures Equity in development benefits: <ul style="list-style-type: none"> i. gender, equity, disability and social inclusion (GEDSI) considerations, including proposed safeguard measures Other considerations, as applicable: <ul style="list-style-type: none"> i. cultural resources and heritage considerations, including proposed preservation measures ii. proposed workplace standards on health and safety iii. proposed cyber-security standards/practices n. risk allocation and risk mitigation plan <ul style="list-style-type: none"> i. risk allocation ii. risk mitigation plan for each risk identified o. information on job creation/employment impact of the project. Information to be provided for this requirement should cover project development to operation and maintenance. <ul style="list-style-type: none"> i. estimated number of jobs to be generated ii. job type iii. disaggregated data on sex and disability iv. amount of wages/salaries 		
3	Electronic copy of the economic model	<ul style="list-style-type: none"> The economic model should: <ul style="list-style-type: none"> a. be in traceable formula format (assumptions/inputs shall be shown in a summary sheet that are linked to the relevant work sheets of the model) b. contain information that are up-to-date and are not older than three (3) years as of the date of submission to the PPPC 		

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No.	Document	Description/Remarks	Proponent Remarks (indicate which specific tab/cells/ annex/page(s) the document or information is found)	Evaluator Remarks
		<ul style="list-style-type: none"> c. all monetary values are expressed/converted into local currency, i.e., PHP The economic model should also contain the following:		
		<ul style="list-style-type: none"> a. economic benefits of the project b. economic costs of the project c. assumptions used, including bases/references, in calculating economic benefits d. conversion of financial costs to economic costs e. calculation of economic viability <ul style="list-style-type: none"> - economic internal rate of return - economic net present value - benefits-cost ratio 		
4	Electronic copy of the financial model	The financial model should: <ul style="list-style-type: none"> a. an assumption sheet containing the hardcoded values used as inputs in the calculations. This should include bases/references for all hardcoded values. b. be in traceable formula format, where applicable assumptions are linked to relevant worksheets of the model c. contain information that are up-to-date and are not older than three (3) years as of the date of submission to the PPPC d. cash flows are expressed in nominal terms e. all monetary values are expressed/converted into local currency, i.e., PHP The financial model should also contain the following: <ul style="list-style-type: none"> a. balance sheet of the project for its full life cycle b. income statement of the project for its full life cycle c. cash flows statement of a project for its full life cycle, including the following: <ul style="list-style-type: none"> -cash flow from operating, investing, and financing activities -free cash flows to firm -free cash flows to equity holders d. calculations on financial viability <ul style="list-style-type: none"> -project internal rates of return -equity internal rates of return -project net present value -equity net present value -weighted average cost of capital -cost of equity components based on established methodologies (e.g., Capital Asset Pricing Model) e. calculations on bankability based on established methodologies (e.g., debt service coverage ratio) f. amount and schedule of firm liabilities of the Implementing Agency to the private proponent (e.g., availability payments, viability gap funding, among others) g. for JV projects, proposed profit sharing between the implementing agency and the private proponent 		
5	Completeness Check Forms	The private proponent shall submit its Proposed Parameters Terms and Conditions (PTCs) using the following forms: <i>Note: The contents of the submitted proposed PTCs should be consistent with the contents of the submitted financial model.</i>		

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Assessment of completeness of unsolicited proposal, pursuant to Section 10(a) of PPP Code, and Section 52 and 53 of its IRR

No.	Document	Description/Remarks	Proponent Remarks (indicate which specific tab/cells/ annex/page(s) the document or information is found)	Evaluator Remarks
		CC Form 1 (Proposed General Parameters, Terms, and Conditions) which includes the general information about the proposed project.		
		CC Form 2 (Government Undertakings, and Other Financial Obligations of the Government) which are compliant with the rules provided under the PPP Code and its IRR.		
		CC Form 3 (Proposed Risk Allocation and Risk Mitigation Plan) which includes the risk allocation matrix, the possible resulting contingent liabilities for risks taken on by the government, and the proposed risk mitigating measures.		
		CC Form 4 (Identified Interconnectivity and Interface Risks, and Mitigating Measures) which includes the assessment of the actual and potential interconnectivity and interface risks between the proposed project and other government project/s.		
		CC Form 5 (Mandatory Provisions in the Draft PPP Contract) which shall require the private proponent to specify the sections in the draft PPP contract where mandatory provisions, as required by the PPP Code and its IRR, will be found.		
6	Valuation reports on government assets or property, equity contribution of the government and private proponent, and reclaimed land, as applicable	<p>A report on the required valuation, which may or may not be from a third party appraiser, as applicable:</p> <p>a. For Unsolicited Proposals containing Government Undertakings in the form of payment of ROW related costs and/or contribution of assets, properties and rights*, where the government shall receive an appropriate compensation - valuation of government assets or property.</p> <p>For avoidance of doubt, this valuation report requirement for rights contributed by the government in support of the project (e.g., water rights, right to access government data and system, permit to operate under the name of the government agency, and franchise issued to the agency) is not required for the PPP Center's assessment of completeness of the unsolicited proposal under Section 10(a) of the PPP Code and Sections 52 and 53 of its IRR; however, the implementing agency/ies may subject said rights to valuation during the negotiation phase.</p> <p>b. For Unsolicited Joint Ventures - valuation of equity contribution of the government and the private partner</p> <p>For avoidance of doubt, cash contributions do not require valuation.</p> <p>c. For Unsolicited Proposals where the investment recovery scheme involves the grant of a portion or percentage of a reclaimed land - valuation of reclaimed land</p>		
		i. valuation of the equity contribution of the government		
		ii. valuation of the equity contribution of the private partner		
7	Project site plan	<p>a. details on the ownership of the proposed project site</p> <p>b. for transport and road projects, a diagram that illustrates the project alignment, which includes major landmarks and infrastructure/ facilities within/near the project alignment</p> <p>c. Right of Way Acquisition (ROWA)/Resettlement Action Plan (RAP), if applicable</p> <p>i. scope of ROW requirements (e.g., specific location, size and distance, among others, of ROW to be acquired)</p> <p>ii. estimated costs, which must also be specified and itemized in the financial model (if the project does not involve an acquisition of land for the project, indicate 0)</p> <p>iii. at the minimum, the submitted plan(s) should include the following information:</p> <p>1) Project Affected Persons (PAPs):</p> <p>a) estimated number (PAPs, households)</p> <p>b) profile/group: IPs, owners, ISFs, etc.</p> <p>c) compensation package, with estimated amount (per PAP or per household), including livelihood program/Social Development Program, if any</p> <p>2) Affected structures:</p> <p>a) estimated number</p>		

Annex A

Project Title

Assessment of completeness of unsolicited proposal, pursuant to Section 10(a) of PPP Code, and Section 52 and 53 of its IRR

No.	Document	Description/Remarks	Proponent Remarks (indicate which specific tab/cells/ annex/page(s) the document or information is found)	Evaluator Remarks
		b) type: commercial, residential, government asset, etc. c) compensation package, with estimated amount (per affected structure)		
		3) Utilities (electricity, water, ICT/Telecoms, etc.): a) estimated number b) type of utility c) relocation cost, with amount (per affected utility)		
		4) Institutional arrangement on the delivery of the project site a) parties involved b) responsibilities of parties involved		
		5) Details of ROW acquisition and resettlement activities and implementation period; and a) activities b) implementation period		
		6) Applicable laws, rules and regulations.		
8	Draft PPP contract	The draft contract of the unsolicited proposal		
9	Private Proponent Information and Qualification Form	The private proponent shall submit information on the private proponent's qualifications using the following: PIQ Form - This form shall provide relevant information on the private proponent and establish its legal, technical, and financial qualification.		
		Consolidated/Zipped folder containing proof of private proponent's legal, technical, and financial qualification		

Annex B

Completeness Check Form 1: Proposed General Parameters, Terms, and Conditions

Legal Bases: Section 7(c) of the PPP Code, and Sections 30 and 53 of its IRR

Objective: To identify the proposed parameters, terms, and conditions (PTCs) of the proposed PPP project that will aid the detailed evaluation of the implementing implementing agency (IA). The resulting negotiated PTCs will later on be for approval of the appropriate Approving Body.

- Instructions:
- 1) In column G of the matrix below, provide sufficient details of the proposed PTC to the extent that it will aid the detailed evaluation of the implementing implementing agency (IA).
 - 2) In case a listed PTC does not apply to the project concerned, indicate "Not applicable" in column G of the matrix below.
 - 3) Details of the PTCs provided in the matrix below must be consistent with the financial model and the draft contract.

Official Project Name

1. Proposed PTCs for the proposed PPP project

Group No.	Item No.	PTCs		Describe the proposed PTC to the extent that will aid the detailed evaluation of the IA
1	1.1	Scope of the project	Construction	What assets shall be constructed?
	1.2		Supply	What assets shall be supplied?
	1.3		Operation	Shall operation be part of the scope? If yes, what operation activities are included?
	1.4		Maintenance	Shall maintenance be part of the scope? If yes, what maintenance activities are included?
	1.5		Capacity augmentation/expansion/extension	Shall capacity augmentation/expansion of the system be part of the scope? If yes, what augmentation/expansion activities are included?
	1.6			Shall extension of the alignment be part of the scope?
	1.7			Financing
	1.8		What is the maximum Debt-to-Equity ratio allowed for this project?	
	1.9		Shall the CapEx be partly financed by the implementing agency?	
2	2.1	Estimated Project Cost	Estimated Project Cost as defined in the PPP Code and its IRR	What is the estimated project cost?
3	3.1	Contractual arrangement	Contractual arrangement	What shall be the contractual arrangement of the project?
4	4.1	Term	Contract duration	How long shall the contract be in effect?
	4.2		Contract effectivity	When shall the contract be effective?

Annex B

Group No.	Item No.	PTCs		Describe the proposed PTC to the extent that will aid the detailed evaluation of the IA
5	5.1	General performance standards and targets	Capacity	What shall be the required capacity of the project? E.g., No. of passengers per year (for airport), or no. of patients per day (for hospital project)
	5.2		Quality performance specifications (focused on users of infrastructure)	What shall be the quality performance specifications of the project, including specifications measures in units of time (focused on users of infrastructure)? E.g., Terminal climate temperature (for airport), Passenger queuing time (for airport), or Headway (for rail)
	5.3		Gender equality, disability, and social inclusion (GEDSI) specifications	What shall be the GEDSI-related features/specifications of the project? E.g., Breast-feeding room, PWD access (for airport or rail)
	5.4		Other safeguards-related performance standards and targets	What are the other safeguards-related performance standards and targets of the project? E.g., Environment, climate change and sustainability considerations, health and safety standards
6	6.1	Obligations related to construction & supply of assets	Delivery of project site/right-of-way (ROW)	Is government assistance needed for securing project site/ROW?
	6.2			If an unsolicited project, how shall the implementing agency be compensated?
	6.3		Assets to be constructed/supplied by the private proponent	Of the total assets to be constructed (see Item No. 1.1 above), what assets shall be constructed by the private proponent?
	6.4			Of the total assets to be supplied (see Item No. 1.2 above), what assets shall be supplied by the private proponent?
	6.5		Assets to be provided by the implementing agency	What assets shall be supplied by the implementing agency?
	6.6			If an unsolicited project, how shall the implementing agency be compensated?
	6.7		Failure to meet obligations	What are the consequences/penalties for failure to meet obligations related to construction?
7	7.1	Obligations related to operation	Assignment of responsibility for operations	Of the operations in Item No. 1.3, which shall be under the private proponent's responsibility?
	7.2			Shall the above include commercial operations? If yes, what shall be allowed?
	7.3			Of the operations in Item No. 1.3, which shall be under the implementing agency's responsibility?
	7.4		Failure to meet obligations	What are the consequences/penalties for failure to meet obligations related to operations?
8	8.1	Revenues going to the private proponent	Fees, tolls, charges paid by users	If approved by the approving body:
	8.2			How much shall be the Tariffs at the start of operation?
	8.3			What shall trigger the adjustment of Tariffs?

Annex B

Group No.	Item No.	PTCs		Describe the proposed PTC to the extent that will aid the detailed evaluation of the IA
	8.4			What shall be the formula for the adjustment of Tariffs?
	8.5		Other sources of revenues	What other sources of revenues, if any, shall be granted to the private
9	9.1	Revenues going to the implementing agency	Share in private proponent's revenues	Which of the private proponent's revenues shall be shared with the
	9.2			How much shall be the implementing agency's share?
	9.3		Other Payment/s to the implementing agency	Are there other payments to the implementing agency?
	9.4			What is the schedule of the payments to be made by the Private private proponent (amount of each payment, due date)?
10	10.1	Transfer at the end of the contract	Assets to be transferred	What assets shall be transferred to the implementing agency?
	10.2			What shall be the required condition of the assets when transferred to the implementing agency?
	10.3			Who shall shoulder costs related to transfer of assets to the implementing agency?
11	11.1	Contract variation	Contract variations	<p>What shall be the thresholds/limitations on the allowable variations for the following?</p> <ul style="list-style-type: none"> -Changes in the approved scope of works, decrease in the performance standards, deferment of committed service levels, or change in the contractual arrangement; -Extension in the contract term -Variation that will result in an increase in the financial liabilities of the government
12	12.1	Contract Termination	Effects of termination	What is the termination payment formula for events of default cause by the:
	12.2			-implementing agency
	12.3			-private proponent
	12.4			-Force majeure and other no-fault termination events
	12.5			-Other termination events
13	13.1	Other PTCs	xxx	xxx
	13.2		xxx	xxx

Annex B

Completeness Check Form 2: Government Undertakings, and Other Financial Obligations of the Government

Legal Bases: Sections 3(gg), 7(a)(1)(ii)(5), 10(c), and 11(b) of the PPP Code, and Sections 4(ff), 24.4(c), 50, and 103(c)(iii) of its IRR

- Objectives: 1) To establish whether the proposed government undertakings are compliant and within the allowable thresholds indicated in the above legal bases
 2) To disclose other financial obligations of the government for the project

Official Project Name

Joint Venture (JV) project? (Yes/No)

National or local project? (National/Local)

1. Government undertakings (GU)

a. List all GUs proposed for the project and the estimated value of each GU

Type of GU (refer to Section 4 of its IRR for the definition of each type)	Specific details of the proposed GU	Specify type of GU in the form of a Subsidy, or a contribution to a JV	Value of each GU	Source/reference for the indicated value of the GU	Nature of compensation	Value of compensation for each GU to be paid by the proponent to the government ¹	Net estimated value of Subsidy
1		---					0.00
2		---					0.00
3		---					0.00
4		---					0.00
5	---	---					0.00
6	---	---					0.00
7	---	---					0.00
8	---	---					0.00
9	---	---					0.00
10	---	---					0.00
Total			0.00			0.00	

¹ Section 10(c) of the PPP Code, and Section 50 of its IRR, provide that payment of ROW related costs and contribution of assets, properties, and rights may be allowed in unsolicited proposals if the government receives appropriate compensation, which shall in no way be lower than the value of the costs of ROW to be acquired and the usufruct of assets, properties, and rights contributed

b.i. FOR NON-JV PROJECTS: Assessment on whether the total value of Subsidy does not exceed the threshold set under Section 3(gg) of the PPP Code, and Section 4(ff) of its IRR

Item	Amount
Total Project Cost	
Threshold for Subsidy falling under types 1 and 2 (50% of total project cost)²	0.00
Total Estimated Value of Subsidy falling under types 1 and 2	0.00
Less: Value of Compensation of Subsidy falling under types 1 and 2, if any	0.00
Net Estimated Value of Subsidy	0.00
% to Total Project Cost	#DIV/0!

² Section 3(gg) of the PPP Code, and Section 4(ff) of its IRR, provides that subsidy falling under items 1 and 2 in the same sections shall not exceed fifty percent (50%) of the Project Cost

Annex B

Completeness Check Form 2: Government Undertakings, and Other Financial Obligations of the Government

b.ii. FOR JV PROJECTS: Assessment on whether the total value of the implementing agency (IA)'s equity contribution, including contribution of assets, properties, and rights, and other allowable GUs do not exceed the set threshold under Section 11(b) of the PPP Code and Section 103(c)(iii) of its IRR

Item	Amount
Total Project Cost (for contractual JV) / Outstanding Capital Stock (for JV company)	
Threshold for IA's contribution in the JV falling under types 1, 2, 3, and 4 (50% of total project cost/outstanding capital stock)³	0.00
Total Estimated Value of IA's contribution in the JV falling under types 1, 2, 3, and 4	0.00
% to Total Project Cost	#DIV/0!

³ Section 11(b) of the PPP Code, and Section 103(c)(iii) of its IRR, provides that the total value of IA's equity contribution, including contribution of assets, properties, and rights, and other allowable GUs shall not exceed 50% of the Project Cost (for contractual JV) or 50% of outstanding capital stock (for JV company)

b.iii. FOR NATIONAL JV PROJECTS: Assessment on whether the total value of the IA's equity contribution, including contribution of assets, properties, and rights, and other allowable GUs, exceeds the set threshold for ICC approval under Section 7(a)(1)(ii)(5) of the PPP Code and Section 24.4(e) of its IRR

Item	Amount
IA's asset position	
As of 2023	
As of 2022	
As of 2021	
Latest audited financial statement	
Threshold for IA's contribution in the JV falling under types 1, 2, 3, and 4⁴	0.00
Total Estimated Value of IA's contribution in the JV falling under types 1, 2, 3, and 4	0.00
Less: Value of Compensation falling under types 1, 2, 3, and 4, if any	0.00
Net Estimated Value of IA's contribution in the JV falling under types 1, 2, 3, and 4	0.00
% to IA's asset position as of the latest audited financial statements	0%

⁴ Section 24.4(e) of the PPP Code IRR provides that if the contribution of an IA exceeds 50% of its entire assets, based on either the average of its values for the last three (3) years or the latest audited financial statement, whichever is lower, the proposed National PPP Project shall be approved by the ICC.

Annex B

Completeness Check Form 2: Government Undertakings, and Other Financial Obligations of the Government

2. Other Financial Obligations of the Government

Type of financial obligation ⁵	Description	Mode of payment	Total Nominal Amount (in PhP)	Source/s of funding	Schedule (Month/Year)	Amount to be paid on scheduled payment
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Total			0.00			0.00

⁵ Financial obligations of the government include Availability payments, Amortization payments after construction of the infrastructure under BT, BTO & BGTOM arrangements, Lease payments under BLT arrangements, Share in the cost of an independent consultant, Cost of acquiring and delivering the right of way, Construction works or cost of construction works assumed by the IA, Capex costs assumed by the IA, among others.

Annex B

Completeness Check Form 3: Proposed Risk Allocation and Risk Mitigation Plan

Legal Bases: Section 7(b) of the PPP Code and Section 28(k), 39(k), and 55(c) of its IRR

- Objective: 1) To identify the proposed risk allocation between the private proponent and the government
 2) To identify the probability of risks, mitigating measures, and estimated costs

Official Project Name

I. Proposed Risk Allocation of Risks Identified in GPRAM, probability of risks, mitigating measures, and estimated costs

Item No.	Type of Risk	Details of the risk	As per GPRAM issued Aug. 2016, who should take the risk ? G - gov't P - proponent P&G - gov't & proponent	For the proposed project, who shall take the risk? G - gov't P - proponent P&G - gov't and proponent	Details of the position on each risk including justifications for risk allocations deviating from GPRAM	Probability that such risk will occur	Risk mitigating measure/ appropriate action plan to manage each type of risk	Estimated cost in implementing the risk mitigating measure	Target dates to have each measure in place
1	Existing structure and assets (refurbishment / extensions)	Risk that existing structures (e.g., buildings, rail lines) and other assets (e.g., computer systems) are inadequate to support new improvements or structures / activities subject of or involved in PPP contract, resulting in additional construction, time, and cost that may be necessary to replace, strengthen, or improve the existing structures or assets to enable it to successfully support the project	P&G			---			
2	Existing facilities: Current service contracts	Uncertainties inherent in existing contracts for the delivery, upkeep or refurbishment of the asset lead to unexpected benefits or costs for the proponent and/or interface issues	P&G			---			
3	Existing facilities: Current Government employees	Risks relating to uncertainties and costs in utility of current employees and in retrenching redundant employees	G			---			
4	Geotechnical site conditions	Risk that unanticipated adverse geological conditions (geotechnical risk) are discovered which cause construction or maintenance costs to increase and/or cause construction delays	P&G			---			
5	Permits and approvals / Site preparation	Risk that necessary approvals may not be obtained or may be obtained only subject to unanticipated conditions, which have adverse cost and time consequences (e.g. prolonged delay)	P&G			---			
6	Environmental liabilities existing prior to the project	Risk that the project site is contaminated requiring significant remediation expenses	P&G			---			
7	Environmental liabilities created during operation	Risk that the use of the facility / project site over the contract term has resulted in significant environmental liabilities (clean up or rehabilitation required to make the site fit for future anticipated use)	P			---			
8	Cultural heritage	Risk of costs and delays associated with the discovery of archaeological and cultural heritage attributable directly to the Government's mandated process of conserving, protecting, regulating, and disposition of said discovery	P&G			---			

Annex B

Item No.	Type of Risk	Details of the risk	As per GPRAM issued Aug. 2016, who should take the risk ? G - gov't P - proponent P&G - gov't & proponent	For the proposed project, who shall take the risk? G - gov't P - proponent P&G - gov't and proponent	Details of the position on each risk including justifications for risk allocations deviating from GPRAM	Probability that such risk will occur	Risk mitigating measure/ appropriate action plan to manage each type of risk	Estimated cost in implementing the risk mitigating measure	Target dates to have each measure in place
9	Availability of site	(i) Risk that tenure / access to a selected site which is not presently owned by Government or proponent cannot be negotiated (ii) Risk of costs and delays in negotiating land acquisition	P&G			---			
10	Design / Technical risk	Risk that the design of the facility is substandard, unsafe, or incapable of delivering the services at anticipated cost and specified level of service (often resulting in long term increase in recurrent costs and long term inadequacy of service)	P&G			---			
11	Interconnectivity risk	Interconnectivity refers to the physical linkage of a project to another or to part of a network	P&G			---			
12	Inter-operability risk	Interoperability risk refers to the risks associated with achieving clear and efficient operational arrangements with other facility operator/s which have to be considered in the project design and operation system requirements	P&G			---			
13	Construction	Risk that events occur during construction that prevent the facility from being delivered on time and on cost	P			---			
14	Commissioning	Risk that either the physical or the operational commissioning tests which are required to be completed for the provision of services to commence, cannot be successfully completed	P			---			
15	Interest rates prior to construction completion	Risk that prior to completion, interest rates may move adversely	P			---			
16	Interest rates post-completion of construction	Risk that after completion, interest rates may move adversely	P			---			
17	Exchange rate	Risk that during operation, exchange rates may move adversely, affecting the proponent's ability to service foreign denominated debt and obtain its expected profit	P			---			
18	Inflation	Risk that value of payments received during the term is eroded by inflation	P&G			---			
19	Financing unavailable	Risk that when debt and/or equity is required by the private firm for the project, it is not available then and in the amounts and on the conditions anticipated	P			---			
20	Sponsor risk	Risk that the proponent is unable to provide the required services or becomes insolvent	G			---			
21	Change in ownership	Risk that a change in ownership or control of the proponent results in a weakening in its financial standing or support or other detriment to the project	P&G			---			
22	Tax changes	Risk that before or after completion, the tax impost on the proponent, its assets or on the project, will change	P&G			---			

Annex B

Item No.	Type of Risk	Details of the risk	As per GPRAM issued Aug. 2016, who should take the risk ? G - gov't P - proponent P&G - gov't & proponent	For the proposed project, who shall take the risk? G - gov't P - proponent P&G - gov't and proponent	Details of the position on each risk including justifications for risk allocations deviating from GPRAM	Probability that such risk will occur	Risk mitigating measure/ appropriate action plan to manage each type of risk	Estimated cost in implementing the risk mitigating measure	Target dates to have each measure in place
23	Lessee risk	Risk that the major critical assets necessary for the operational stage of the project are acquired through leases and that the proponent defaults on those lease obligations. This leads to the assets being foreclosed and the operations of the project being interrupted	P			---			
24	Inputs / Operating cost overrun	Risk that required inputs during the operations stage cost more than anticipated, are of inadequate quality or are unavailable in required quantities	P			---			
25	Maintenance and refurbishment	Risk that design and/or construction quality is inadequate resulting in higher than anticipated maintenance and refurbishment costs	P			---			
26	Changes in output specification outside agreed specification range (including modifications and augmentations)	Risk that Government's output requirements are changed after contract signing whether pre or post commissioning Change prior to commissioning may require a design change with capital cost consequences depending on the significance of the change and its proximity to completion Change after completion may have a capital cost consequence or a change in recurrent cost only (for example, where an increase in output requirements can be accommodated within existing facility capacity)	P&G			---			
27	Operator failure / shortfall in service quality	Risk that a subcontract operator may fail financially or may fail to provide contracted services to specification (Failure may lead to service unavailability and a need to make alternate delivery arrangements with corresponding cost consequences)	P			---			
28	Technical obsolescence or innovation	Risk that the nature of the contracted service or its method of delivery is not keeping pace, from a technological perspective, with competition and/or public requirements Proponent's revenue may fall below projections either via loss of demand (user pays model) to competing services and/or operating costs increasing Government may wish to change specifications of contracted service	P&G			---			
29	Third party liability	Risk that third parties file suits or claim damages against Government for faults of the proponent and vice versa	P&G			---			

Annex B

Item No.	Type of Risk	Details of the risk	As per GPRAM issued Aug. 2016, who should take the risk ? G - gov't P - proponent P&G - gov't & proponent	For the proposed project, who shall take the risk? G - gov't P - proponent P&G - gov't and proponent	Details of the position on each risk including justifications for risk allocations deviating from GPRAM	Probability that such risk will occur	Risk mitigating measure/ appropriate action plan to manage each type of risk	Estimated cost in implementing the risk mitigating measure	Target dates to have each measure in place
30	Demand risk	Risk that operating revenues fall below forecast as a result of decrease service volume (i.e., traffic volume, water or power consumption) attributable to an economic downturn, competition in the relevant market tariff increases, or change in consumer habits	P&G			---			
31	Changes in competitive network	Risk that an existing network is extended / changed / re-priced so as to increase competition for the facility	P			---			
32	Ancillary commercial businesses	Risk that ancillary commercial business operations adversely impact the proponent's fulfilment of PPP contractual obligations and/or pose additional exposures for Government	P			---			
33	Industrial relations	Risk of strikes or industrial action causing delay and cost to the project	P			---			
34	Approvals	Risk that additional necessary approvals required during the course of the project cannot be obtained	P&G			---			
35	Changes in Law / Policy	Risk of a change in law / policy of Government only, which could not be anticipated at contract signing and which has adverse effects on revenues, capital expenditure or operating cost of the proponent	P&G			---			
36	Economic Regulation	Risk that where there is a statutory economic regulator involved there are pricing or other changes imposed on the proponent which do not reflect its investment expectations	G			---			
37	Availability of Government Appropriations	Risk in delays in Government contractual payments to the proponent arising from unavailability of Government budgetary appropriations	G			---			
38	Changes in statutory rates of general application	Risk of changes in minimum wages and other regulated rates of general application affecting the proponent	P			---			
39	Force majeure risk	Risk that inability to meet contracted service delivery (pre or post completion) is caused by reason of force majeure events	P&G			---			
40	Default and termination	Risk of 'loss' of provision by the proponent of contracted services upon the premature termination of project contract	P&G			---			
41	Residual value on transfer to Government	Risk that on expiry or earlier termination of the services contract the asset is not in the required condition term	P			---			

2. Proposed Risk Allocation of Other Risks, probability of risks, mitigating measures, and estimated costs

Item No.	Type of Risk	Details of the risk	For the Project, who shall take the risk? G - gov't P - proponent P&G - gov't and proponent	Details of the position on each risk	Probability that such risk will occur	Risk mitigating measure/ appropriate action plan to manage each type of risk	Estimated cost in implementing the risk mitigating measure	Target dates to have each measure in place
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Annex B

Item No.	Type of Risk	Details of the risk	As per GPRAM issued Aug. 2016, who should take the risk ? G - gov't P - proponent P&G - gov't & proponent	For the proposed project, who shall take the risk? G - gov't P - proponent P&G - gov't and proponent	Details of the position on each risk including justifications for risk allocations deviating from GPRAM	Probability that such risk will occur	Risk mitigating measure/ appropriate action plan to manage each type of risk	Estimated cost in implementing the risk mitigating measure	Target dates to have each measure in place
1	Other risk identified					---			
2	Other risk identified					---			
3	Other risk identified					---			

Annex B

Completeness Check Form 4: Identified Interconnection and Interface Risks, and Mitigating Measures

Legal Bases: Section 30(e) of the PPP Code and Section 22 of its IRR

- Objectives
- 1) To identify actual and potential interconnection and interface risks between the proposed project and other government projects, if any.
 - 2) To identify plan/measures to address all interconnection and/or interface risks between and among relevant facilities.
 - 3) To serve as basis when crafting the Memorandum of Agreement (MOA) containing an interconnection/interface plan agreed upon by relevant parties.

Official Project Name

1. Does the project has any interconnection or interface risk? Yes No

If no, there is no need to answer the table below.

If yes, provide the required details in the table below. For projects with multiple interconnection/interface issue with the proposed subject project, provide the specific details in separate rows, as needed.

a. If the proposed subject project or a significant part thereof has an interconnection/interface risks that fall under any of the following conditions, fill-out the table below:

- i. The proposed subject project or a significant part thereof has the same alignment or site with the other project/s
- ii. The proposed subject project or a significant part thereof has the same catchment area with the other project/s
- iii. The proposed subject project caters to affected markets or groups such that it may negatively affect the economic benefits, demand, and/or financial viability of the other project/s

Project name	Type of facility	Status	Concerned entity/ies of the relevant facility	Nature of the interconnection/ interface	Specific details of the interconnection and/or interface	What is the proposed plan to address the identified interconnection or interface?
---	---	---				
---	---	---				
---	---	---				
---	---	---				
---	---	---				

b. If the proposed subject project or a significant part thereof has interconnection/interface risks that do not fall under the conditions provided in (a) above, fill-out the table below:

Project name	Type of facility	Status	Concerned entity/ies of the relevant facility	Nature of the interconnection/ interface	Specific details of the interconnection and/or interface	What is the proposed plan to address the identified interconnection or interface?
---	---	---				
---	---	---				
---	---	---				
---	---	---				
---	---	---				

Annex B

Completeness Check Form 5: Mandatory Provisions in the Draft PPP Contract

Legal bases: See column "PPP Code/IRR Section" (Column D) of the table below.

Objectives: To ensure that mandatory provisions in a PPP contract, pursuant to the PPP Code and its IRR, are included in the submitted draft contract

Official Project Name

No.	Provisions that are explicitly required to be included in the draft contract	PPP Code/ IRR Section	Identify the section/s in the draft contract that pertains to the provision
1	Specific contractual arrangement, term, and scope of work	Section 84, PPP Code IRR	
2	Minimum performance standards and specification	Section 84, PPP Code IRR	
3	KPIs, targets, and procedures for measuring and reporting results, including dimensions of gender equality, disability and social inclusions (GEDSI)	Section 84, PPP Code IRR	
4	Implementation of milestones, including those for securing other approvals, period within which Financial Close shall be achieved by the Private Partner, and the project completion date <i>Failure to achieve Financial Close within such period, without the fault of the government, shall subject the Private partner to penalties under the signed PPP Contract.</i>	Section 84, PPP Code IRR	
5	Cost recovery scheme via proposed Tariff, as the case may be	Section 84, PPP Code IRR	

Annex B

No.	Provisions that are explicitly required to be included in the draft contract	PPP Code/ IRR Section	Identify the section/s in the draft contract that pertains to the provision
6	Obligation of the Private Partner to disclose loan or financing documents, as required under the PPP Code IRR	Section 84, PPP Code IRR	
7	Liquidated damages as contemplated under the PPP Code IRR	Section 84, PPP Code IRR	
8	Performance security requirements, including their validity and top-up mechanism procedures, contemplated under the PPP Code IRR	Section 84, PPP Code IRR	
9	Minimum insurance coverage as may be required for the project, such as Contractors' all risk, motor vehicle, workforce's compensation, third party liability, force majeure, or comprehensive general liability insurance, as may be applicable	Section 84, PPP Code IRR	
10	Acceptance tests and procedures	Section 84, PPP Code IRR	
11	Warranty period and procedures (after transfer) and warranty security	Section 84, PPP Code IRR	
12	Lock-in conditions, as applicable	Section 84, PPP Code IRR	
13	Grounds for contract termination, including events of default, and effects of contract termination, including formula for Termination Payment, and manner and timeline of payment	Section 84, PPP Code IRR	
14	Conditions and procedures for lender step-in rights	Section 84, PPP Code IRR	
15	Conditions for acceptable permitted security interest	Section 84, PPP Code IRR	

Annex B

No.	Provisions that are explicitly required to be included in the draft contract	PPP Code/ IRR Section	Identify the section/s in the draft contract that pertains to the provision
16	The manner and procedures for the resolution of corruption	Section 84, PPP Code IRR	
17	Wind-up and transfer measures pursuant to Section 22 of the Code	Section 84, PPP Code IRR	
18	Compliance with all other applicable laws, rules, and regulation	Section 84, PPP Code IRR	
19	Total cost of the project, project specifications, and features	Section 84, PPP Code IRR	
20	Gender, social, disability, and environment safeguards	Section 84, PPP Code IRR	
21	<p>Provisions on the use of dispute avoidance and Alternative Dispute Resolution (ADR) mechanisms pursuant to RA No. 9285, or the “Alternative Dispute Resolution Act of 2004”</p> <p><i>The contracting parties shall be given complete freedom to choose which ADR mechanisms to be followed, subject to applicable laws, rules, and regulations.</i></p>	Section 84, PPP Code IRR	
22	Ownership or retention of patents, technology, and consultant reports	Section 84, PPP Code IRR	
23	Monitoring, evaluation and reporting scheme/plan for all safeguard-related mandatory provisions of the PPP Contract	Section 84, PPP Code IRR	
24	Provision requiring the procurement of Independent Consultant by the Implementing Agency, including roles and responsibilities	Section 110, PPP Code IRR; and Section 30(a), PPP Code	

Annex B

No.	Provisions that are explicitly required to be included in the draft contract	PPP Code/ IRR Section	Identify the section/s in the draft contract that pertains to the provision
25	Applicable interest rates to be applied in PPP contracts	Section 138, PPP Code IRR	
26	Temporary or Permanent Takeover by the Government	Section 150, PPP Code IRR	
27	In case of a JV Company, dividends from the net profits proportionate to the equity contributions of the Implementing Agency and the Private Sector Partner	Section 103 c(v), PPP Code IRR; and Section 11(e), PPP Code	
28	In case of JV projects, equity contribution, including assets, properties, and rights, and other allowable government undertakings not exceeding 50% of the Project Cost for Contractual JV; or 50% of the outstanding capital stock if JV Company	Section 103 c(iii), PPP Code IRR; and Section 11 (b)(1) and (2), PPP Code	
29	In case of JV projects, veto rights of the government	Section 103 c(i), PPP Code IRR; and Section 11 (a), PPP Code	

Annex C

Private Proponent Information and Qualification Form

Legal bases: Section 10(d)(2) of the PPP Code, and Section 72 of its IRR

Objective: To provide relevant information to aid the implementing agency evaluate the private proponent's qualification to enter in their proposed PPP project with the government

Note: Rows may be inserted in this form as necessary.

Official Project Name

1. Private proponent and their corresponding equity infusion

1.a. Private proponent

Proposed amount of equity infusion to the proposed PPP project

1.b. Consortium members, if applicable

Proposed amount of equity infusion per member
to the proposed PPP project

2. Business plan and track record

2.a. Who is/are the entity/ies proposed to handle
the construction activities under the proposed PPP project?

Corresponding successful experience relevant to the proposed PPP Project

2.b. Who is/are the entity/ies proposed to handle
the operations under the proposed PPP project?

Corresponding successful experience relevant to the proposed PPP Project

Annex C

Private Proponent Information and Qualification Form

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2.c. Who is/are the entity/ies proposed to handle the maintenance activities under the proposed PPP project?

Corresponding successful experience relevant to the proposed PPP Project

2.d. Who is/are the entity/ies proposed to handle the other activities under the proposed PPP project?
(Disclose also the specific activity to be undertaken per entity)

Corresponding successful experience relevant to the proposed PPP Project

3. Nationality requirement

Is the proposed PPP project covered by a nationality requirement based on Philippine laws, rules, and regulations (e.g., Public Service Act and its IRR; Executive Order 175, s. 2022; SEC Memorandum Circular No. 8, s. 2013)? *(Yes/No)*

Annex C

List of Requirements to Establish the Qualification of the Private Proponent for Unsolicited Proposals

The following documents and information are required to be submitted:

Answer the boxes below. Is the document submitted? (Yes, No, or N/A)



For all entities listed in the Private Proponent Information and Qualification Form

1. Valid SEC registration (or foreign equivalent)
2. Latest proof of nationality (e.g., general information sheet (or foreign equivalent) for corporations, passport/birth certificate for individuals)
3. List of key personnel (and their corresponding experience)
4. Certification under oath indicating that the entity:
 - (a) is not included in blacklists issued by any government agency;
 - (b) has not been found by final judgment to be liable for violating the Anti-Money Laundering Act or for violating statutes that carry the penalty of disqualification from participating in tenders for government contract; and
 - (c) has no pending case filed against it by the government or by it against the government, or, should there be any, that such cases shall not impact the capability of the prospective Private Partner to carry out its obligations under the PPP Project.Any misrepresentation in the certification under oath shall be a ground to disqualify the private proponent.
5. Full disclosure of its pending cases, if any, whether by it against the government or filed against it by the government
Any misrepresentation in the certification under oath shall be a ground to disqualify the private proponent.
6. Documentary proof that the entity have successfully undertaken project/s similar or related to the proposed project
7. If the entity is a cooperative, proof of registration with the Cooperative Development Authority (CDA)

Annex C

List of Requirements to Establish the Qualification of the Private Proponent for Unsolicited Proposals

The following documents and information are required to be submitted:

Answer the boxes below. Is the document submitted? (Yes, No, or N/A)



For the private proponent or consortium

8. Letter testimonial from a financial institution (authorized by BSP to transact in the Philippines, or has an investment grade foreign currency credit rating from a reputable agency which has an outstanding rating on the Republic of the Philippines) attesting that:
- (a) The private proponent or members of the consortium are banking with them; and
 - (b) The private proponent and/or members of the consortium are in good financial standing and/or qualified to obtain debt financing from such financial institution to finance the PPP Project equivalent to the value of the debt requirement in the proposal.
9. In case of a consortium, an undertaking, in favor of the Implementing Agency, by all consortium members binding themselves to be jointly and severally liable for the obligations of the Private Partner under the PPP Contract, if awarded.
- Such undertaking shall include a provision that if members of the consortium organize themselves as a corporation registered under Philippine laws, such corporation shall execute such an undertaking binding itself to the rights and obligations of the Private Partner under the PPP Contract, which shall substitute or be in lieu of the undertaking submitted by the members or participants of the consortium.
10. If undecided on a specific contractor and/or nominated entities:
- (a) shortlist of contractors and/or nominated entities; and
 - (b) corresponding statement of willingness to participate in the project and capacity to undertake the requirements of the project.

For entities who will infuse equity in the proposed PPP project

11. Most recent audited financial statements

For entities handling any construction activity

12. Valid PCAB license (or foreign equivalent)