



**NINETEENTH CONGRESS OF THE** ]  
**REPUBLIC OF THE PHILIPPINES** ]  
*First Regular Session* ]

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**SENATE**

**S.B. No. 2068**

**Introduced by SEN. WIN GATCHALIAN**

**AN ACT  
AUTHORIZING PUBLIC-PRIVATE PARTNERSHIPS  
AND APPROPRIATING FUNDS THEREFOR**

**EXPLANATORY NOTE**

To sustain the momentum of delivering needed public infrastructure to enhance the delivery of public services and to lessen reliance on foreign borrowings in financing public infrastructure, the government must continue to innovate to foster effectiveness in procuring and delivering infrastructure projects. The advent of the Public-Private Partnership (PPP) Program has conferred an enabling environment for the private sector to get involved in and become part of the government in its "public good provision". To further this goal, the government must ensure that private investment is respected and appropriate incentives are afforded in support of this proprietary arrangement.

Thus, to lead this partnership with the private sector to a more fulfilling result, the PPP Center created under EO No. 8, its Governing Board under EO No. 136, and the Project Development and Monitoring Facility (PDMF) under Section 6 of EO No. 8 as amended by EO No. 136, shall be institutionalized and strengthened through this measure, to assist in the policy preparation, technical structuring, and feasibility studies of the projects while taking the lead in the bidding until the management and implementation of the projects as pro-active conduits in the PPP framework.

In sum, this measure seeks to empower the PPP Center with adequate authority to standardize all processes, create clear methodologies for assessment mechanisms, ensure the satisfaction of all relevant rules and procedures and become active participants in the bidding process. The streamlined system would greatly help the accelerated processing of PPP proposals – addressing delays and failures in biddings and poor practices in the formulation of feasibility studies, and ensuring the roll-out and implementation of vetted and approved PPP projects. This process will not only save costs and resources for the government but will also have a greater emphasis on transparency.

The common pitfalls that the PPP program have encountered involve the constant hurdle for coordination, PPP Center's lack of adequate authority, and the inability to gain support from other agencies of the government tasked to strategically fulfill the mandate of overseeing the processes to comply with the contractual obligations under the program. Through this measure, the PPP Center shall be afforded the latitude to ensure that the mechanisms for a well-coordinated infrastructure development are in place. Hence, placing the agency under the Office of the President is likewise prudent in order to maximize the effectivity of its own management in the conduct of project facilitation and assistance.

The roadmap to progress in an all-inclusive growth must include infrastructure development which the private sector is able and willing to support. In order that we complement private investment vis-a-vis adequate government support within the proper accountability framework, the best practices implemented under the PPP program must be institutionalized with additional mechanisms to ensure its sustainability and transparency.

In view of the foregoing, support for the immediate enactment of this initiative is earnestly sought.



**WIN GATCHALIAN**



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**AN ACT  
AUTHORIZING PUBLIC-PRIVATE PARTNERSHIPS  
AND APPROPRIATING FUNDS THEREFOR**

*Be it enacted by the Senate and the House of Representatives of the Philippines in Congress assembled:*

1 SECTION. 1. *Short Title.* – This Act shall be known as the "*Public-Private*  
2 *Partnership Act.*"

3  
4 SEC 2. *Declaration of Policy.* – It is the declared policy of the State to recognize  
5 the indispensable role of the private sector as the main engine for national growth  
6 and development, create an enabling environment for Public-Private Partnership  
7 (PPP), and provide the most appropriate incentives to mobilize private resources for  
8 the purpose of financing, designing, constructing, operating and maintaining  
9 infrastructure projects and services normally financed and undertaken by the  
10 government. Such incentives, aside from financial incentives as provided by law, shall  
11 include specific government undertakings in support of the private sector. The State  
12 also recognizes the long-term nature of private investment in infrastructure projects  
13 and services.

14 Towards this end, the State shall protect the public interest by providing  
15 affordable, accessible, and efficient public services. The State shall likewise ensure  
16 fair and reasonable pricing and timely delivery of quality infrastructure and services  
17 through equitable risk allocation inherent in projects implemented under this Act and

1 its implementing rules and regulations (IRR) subject to reasonable rules and under  
2 the guiding principle of full public disclosure of all transactions.

3 Furthermore, the State affirms open, transparent and competitive selection as  
4 the central tenet of government procurement in securing private investment in public  
5 infrastructure projects and services.

6  
7 *SEC. 3. Definition of Terms. – As used in this Act:*

8 a) *Approving body* refers to an entity authorized to approve PPP projects  
9 proposed under this Act and its IRR, in accordance with Section 8 of this Act;

10 b) *Availability-based PPP* refers to a PPP where the implementing agency  
11 commits to make predetermined payments for contractually-defined performance  
12 delivery. Such payments shall be included in the agency's annual budget;

13 c) *Concession-based PPP* refers to a PPP where the implementing agency  
14 grants the project proponent the right to recover its investment, operating and  
15 financing costs by charging the public a user fee or tariff;

16 d) *Construction* refers to new construction, rehabilitation, improvement,  
17 expansion, alteration, installation, and related works and activities in connection with  
18 an infrastructure facility, including the necessary supply of equipment, materials, labor  
19 and services and related items;

20 e) *Contractor* refers to any person, who may or may not be the project  
21 proponent, and who shall undertake the actual construction of an infrastructure  
22 facility;

23 f) *Cooperation period* refers to the period of operation of an infrastructure  
24 facility, which period, in the case of public utilities requiring a franchise, shall be in  
25 accordance with law;

26 g) *Facility operator* refers to a person registered with the Securities and  
27 Exchange Commission, who may or may not be the project proponent, and who is  
28 responsible for all aspects of operation and maintenance of an infrastructure facility,  
29 including but not limited to, the collection of tolls, fees, rentals or charges from facility  
30 users;

- 1           h) *Government undertakings* refer to any form of support, contribution,  
2 assistance, viability gap funding (VGF), among others, which the government may  
3 extend to a Project Proponent for the implementation of PPP Projects. The procedures  
4 on proposing and granting of Government Undertakings shall be prescribed in the IRR  
5 of this Act;
- 6           i) *Grantor* refers to an implementing agency and other government agencies  
7 that own the project assets or franchise;
- 8           j) *GOCC* refers to a government-owned or controlled corporation as defined  
9 in Republic Act No. 10149, otherwise known as the "*GOCC Governance Act of 2011*;"
- 10          k) *Guarantee on Demand* refers to an agreement whereby the Implementing  
11 Agency guarantees to assume market risks in a PPP Project;
- 12          l) *Guarantee on Loan Repayment* refers to an agreement whereby the  
13 Implementing Agency guarantees to assume responsibility for the repayment of debt  
14 directly incurred by the Private Proponent in implementing the project in case of a  
15 loan default;
- 16          m) *Guarantee on Private Sector Return* refers to an agreement whereby the  
17 Implementing Agency guarantees to provide a pre-identified rate of return on the  
18 investment of the Private Proponent;
- 19          n) *ICC* refers to the Investment Coordination Committee of the National  
20 Economic and Development Authority (NEDA) Board;
- 21          o) *Implementing agency* refers to national government agencies such as, but  
22 not limited to, the Department of Public Works and Highways (DPWH), Department of  
23 Transportation (DOTr), Department of Information and Communications Technology  
24 (DICT), National Irrigation Authority (NIA), National Housing Authority (NHA),  
25 Philippine Reclamation Authority (PRA), government-owned and controlled  
26 corporations (GOCCs) attached to these respective departments and government  
27 agencies, local government units (LGUs), and such other government agencies as may  
28 be authorized by the President;
- 29          p) *Infrastructure facility* refers to such facility as are established by the  
30 government in relation to or as may be necessary for the discharge of its functions,  
31 whether governmental or proprietary, including power plants, highways, ports,  
32 airports, canals, dams, hydropower projects, water supply, irrigation,

1 telecommunications, railroads and railways, artillery, transport systems, land  
2 reclamation projects, industrial estates or townships, housing, government buildings,  
3 tourism projects, markets, slaughterhouses, warehouses, solid waste management,  
4 information technology systems and infrastructure, education and health facilities,  
5 sewerage, drainage, dredging, climate change mitigation and adaptation measures,  
6 other environmental related projects, and other similar facility or provision of related  
7 services;

8 q) *Local PPP project* refers to a PPP project that will be undertaken by an LGU;

9 r) *National PPP project* refers to a PPP Project that will be undertaken by the  
10 national government;

11 s) *Public-private partnership (PPP)* refers to a contractual arrangement  
12 between the implementing agency and the project proponent for the financing,  
13 design, construction, operation, and maintenance, or any combination thereof, of an  
14 infrastructure facility under this Act;

15 t) *PPP Center* refers to the Public-Private Partnership Center of the Philippines  
16 created under Executive Order No. 8, series of 2010, as amended.

17 u) *PPP contract* refers to the contract between the implementing agency and  
18 the project proponent for the design, financing, construction, operation, and  
19 maintenance or any combination thereof of an infrastructure facility under a PPP  
20 Project;

21 v) *PPP project* refers to a project undertaken under this Act;

22 w) *Priority project* refers to a project identified by an implementing agency  
23 that may be undertaken under this Act as a PPP project and is consistent with the  
24 Philippine Development Plan (PDP) or its equivalent at the local level;

25 x) *Private Person* refers to an individual, sole proprietorship, partnership,  
26 corporation or any other form of organization, whether domestic or foreign;

27 y) *Project cost* refers to total capital cost, financing and other expenses for  
28 the design, construction, operation, and maintenance of an infrastructure facility,  
29 depending on the PPP contract as provided for in Section 4 of this Act;

30 z) *Project proponent* refers to any private person who shall undertake a PPP  
31 project;

1           aa) *Rate of return* refers to the project proponent's expected return from the  
2 project; Provided that in the case of an unsolicited proposal, the appropriate rate of  
3 return shall be determined by the appropriate Approving Body prior to the call for  
4 proposals based on the prevailing cost of capital in the domestic market, risk profile  
5 and gearing ratio.

6           bb) *Services* refers to technical services and other services related to  
7 infrastructure facilities such as construction, supervision, management, operation and  
8 maintenance and related services, which may be included as part of a PPP project;

9           cc) *Solicited PPP project* refers to priority projects identified by the  
10 implementing agency;

11           dd) *Unsolicited PPP project* refers to project proposals submitted by a private  
12 person which are not in response to a formal solicitation or request issued by the  
13 implementing agency; and

14           ee) *Viability Gap Funding (VGF)* refers to upfront cash support the government  
15 may provide to a concession-based PPP project with the objective of making user fees  
16 affordable while improving the commercial attractiveness of the project;

17  
18           SEC. 4. *Variations of Contractual Arrangements.* – PPP projects may be  
19 undertaken through any of the following contractual arrangements and such other  
20 variations as may be approved by the ICC:

21           a) *Build-and-Transfer* refers to a contractual arrangement whereby the project  
22 proponent undertakes the financing and construction of a given infrastructure facility  
23 and after the completion thereof, turns it over to the implementing agency concerned,  
24 which shall pay the project proponent on an agreed schedule its total investments  
25 expended on the project, plus a rate of return thereon. This arrangement may be  
26 employed in the construction of any infrastructure facility, including critical facilities  
27 which, for security or strategic reasons, must be operated directly by the government;

28           b) *Build-Lease-and-Transfer* refers to a contractual arrangement whereby a  
29 project proponent undertakes to finance and construct an infrastructure facility and  
30 upon its completion turns it over to the implementing agency concerned on a lease  
31 arrangement for a cooperation period, after which ownership thereof is automatically  
32 transferred to the implementing agency concerned;

1 c) *Build-Own-and-Operate* refers to a contractual arrangement whereby a  
2 project proponent is authorized to undertake a PPP project, specifically to finance,  
3 construct, own, operate and maintain an infrastructure facility from which the project  
4 proponent is allowed to recover its total investment, operating and maintenance costs  
5 plus a return thereon by collecting tolls, fees, rentals or other charges from facility  
6 users;

7 d) *Build-Operate-and-Transfer* refers to a contractual arrangement whereby  
8 the project proponent undertakes a PPP project and transfers ownership of the  
9 infrastructure facility to the implementing agency at the end of the cooperation period;

10 e) *Build-Transfer-and-Operate* refers to a contractual arrangement whereby  
11 the implementing agency contracts out the construction of an infrastructure facility to  
12 the project proponent. Once the facility is commissioned satisfactorily, ownership is  
13 transferred to the implementing agency. The project proponent, however, operates  
14 the infrastructure facility on behalf of the implementing agency;

15 f) *Contract-Add-and-Operate* refers to a contractual arrangement whereby,  
16 the project proponent adds to an existing infrastructure facility which it is renting from  
17 the government. It operates the expanded infrastructure facility over an agreed  
18 cooperation period. There may, or may not be, a transfer arrangement in regard to  
19 said facility;

20 g) *Develop-Operate-and-Transfer* refers to a contractual arrangement  
21 whereby favorable conditions external to a new PPP project which is to be built by a  
22 project proponent are integrated into the arrangement by giving that entity the right  
23 to develop adjoining property, and thus, enjoy some of the benefits the investment  
24 creates such as higher property or rent values;

25 h) *Joint venture* refers to a contractual arrangement whereby a private person  
26 or a group of private persons, and an implementing agency, contribute money,  
27 services, assets, or a combination of any or all of the foregoing, to undertake a PPP  
28 project, with the intention to share profits, risks and losses. Assets may include  
29 equipment, land, intellectual property or anything of value.

30 For joint venture arrangements, the ownership of the infrastructure facility may  
31 be transferred to either the implementing agency or to the project proponent:  
32 Provided, That in the latter case, the transfer shall be made under competitive market

1 conditions: Provided, further, That the equity contribution of the implementing agency  
2 in a joint venture corporation shall in no case exceed fifty percent (50%) of the  
3 outstanding capital stock of the said corporation; and Provided, finally, That the return  
4 on investment of either party shall be in proportion to their respective contribution;

5 i) *Operations and Maintenance Contract* refers to a contractual arrangement  
6 whereby the project proponent undertakes the day-to-day operation and maintenance  
7 of an infrastructure facility owned by the implementing agency. The project proponent  
8 shall undertake the acquisition or provision and upgrading of equipment, systems and  
9 other items related to operation and maintenance.

10 j) *Rehabilitate-Operate-and-Transfer* refers to a contractual arrangement  
11 whereby an existing infrastructure facility is turned over to the project proponent to  
12 refurbish, improve, operate and maintain for a cooperation period, at the expiry of  
13 which the ownership of the facility is transferred to the implementing agency; and

14 k) *Supply-and-Operate* refers to a contractual arrangement whereby the  
15 supplier of equipment and machinery for a given infrastructure facility, if the interest  
16 of the government so requires, operates such facility. Foreign firms who are allowed  
17 to operate the facility shall provide technology transfer and training to Filipino  
18 nationals.

19  
20 SEC. 5. *Authority of Implementing Agencies.* – Implementing agencies, in  
21 accordance with their respective charters, are hereby authorized to undertake PPP  
22 projects with any project proponent in accordance with the provisions of this Act.

23 In undertaking a PPP project under this Act, a GOCC or any of its subsidiaries  
24 shall secure the approval of the head of department or agency to which the GOCC is  
25 attached. If the procurement thereof is undertaken by the department or agency, the  
26 governing board of the GOCC shall adhere to the approval of the approving body and  
27 shall give its full cooperation in bidding the project.

28  
29 SEC. 6. *Identification of Priority Projects.* – Implementing agencies shall include  
30 in their development plans, strategies and investment programs those priority projects  
31 that may be undertaken under this Act as PPP Projects. In identifying those projects,  
32 the implementing agencies shall be guided by the following principles: effectiveness

1 in meeting government objectives, accountability and transparency, consumer rights,  
2 affordability, public access, safety, and security. Priority projects shall be consistent  
3 with the Philippine Development Plan or its equivalent at the local level.

4 The implementing agencies shall submit their list of PPP projects or any update  
5 thereto to the Public-Private Partnership Center of the Philippines, for information.  
6 Each proposed PPP project to be implemented under this Act shall be subject to the  
7 approval of the appropriate Approving Body.

8 The PPP Center must ensure that the Congress and the public shall be provided  
9 with adequate and timely information on PPP projects.

10  
11 *SEC 7. Unsolicited Proposals.* – Unsolicited proposals shall only be considered  
12 when they involve a new concept or technology as shown in a feasibility study.  
13 Projects that are in the national and local priority list may be considered for unsolicited  
14 proposals; *Provided*, that it has been established that the same or similar projects are  
15 not already under active or advanced consideration by the government such that no  
16 feasibility study on that project exists. Procedures for the issuance of original  
17 proponent status will be provided in the IRR of this Act.

18 When a project proponent submits an unsolicited proposal, the PPP Center  
19 may:

20 a) Accept the unsolicited proposal: *Provided*, That the following conditions are  
21 met:

22 1) It does not contain any Government Undertakings, including any of the  
23 following:

24 (i) Viability Gap Funding and other forms of Subsidy or Equity

25 (ii) Payment of Right of Way related costs;

26 (i) Performance undertaking;

27 (ii) Exemption from any taxes as required by laws, except local taxes  
28 imposed by local government units;

29 (iii) Guarantee on Demand;

30 (iv) Guarantee on Loan Repayment;

31 (v) Guarantee on Private Sector Return;

32 (vi) Government equity except in JV arrangements; and

1 (vii) Contribution of assets, properties and rights except in case of JV  
2 arrangements.

3 *Provided*, That the implementing agency shall facilitate the acquisition of the  
4 right-of-way; *Provided further*, That as an exception, items (ii) and (ix) above  
5 may be allowed if the government receives appropriate compensation, which  
6 shall in no way lower than the value of the right of way, assets, properties and  
7 rights contributed;

8 2) Guided by the principles of transparency and competitiveness, the PPP  
9 Center has:

10 i) Published the invitation to pre-qualify and bid for three (3)  
11 consecutive weeks in a newspaper of general circulation and the  
12 websites of PPP Center and of the implementing agency;

13 ii) Conducted a competitive bidding for a period of at least three (3)  
14 months to no more than six (6) months in accordance with the  
15 procedures in the IRR of this Act where the original proponent is a  
16 pre-qualified bidder; and

17 iii) Determined the winning bid based on the best financial proposal  
18 submitted by the original proponent and other bidders during the  
19 competitive bidding process;

20 b) Use the unsolicited proposal as the basis for public bidding as provided in  
21 Section 10 of this Act. Upon approval by the appropriate approving body, the original  
22 proponent thereof shall be reimbursed of the cost incurred in the preparation of the  
23 proposal, such as the cost of feasibility study undertaken: *Provided*, That such  
24 reimbursement shall be:

25 1) In an amount specified in the IRR of this Act, but not exceeding three  
26 percent (3%) of the capital expenditure portion of the project cost excluding  
27 those which will be borne by the implementing agency; and

28 2) Paid in full by the winning project proponent as a requirement for the  
29 award of the contract; or

30 c) Reject the proposal;

31 If the PPP Center fails to act on the proposal within the period stated in the  
32 IRR of this Act, the project proposal shall be deemed rejected, without prejudice to

1 any liability that the erring or negligent officials or employees may incur under existing  
2 laws.

3

4 SEC. 8. *Approval of PPP Projects.* – (a) The approval of PPP projects under this  
5 Act shall be in accordance with the following:

6 (1) *National PPP Projects.* - National PPP Projects shall be approved as follows:

7 (i) Projects costing five billion pesos (P5,000,000,000.00) and below, shall  
8 be submitted to the Investment Coordination Committee of the National  
9 Economic and Development Authority (ICC-NEDA) for approval;

10 (ii) Projects costing above five billion pesos (P5,000,000,000.00) shall be  
11 submitted to the NEDA Board for approval, upon favorable  
12 recommendation by the ICC-NEDA.

13 The ICC-NEDA may, from time to time, update the aforementioned amounts  
14 when the need arises.

15 For national projects that have impact on a particular region, the implementing  
16 agency shall secure the endorsement of the Regional Development Council (RDC) prior  
17 to implementation of the project. The RDC shall have ten (10) working days from  
18 receipt of the request of the implementing agency within which to issue its  
19 endorsement; otherwise, the same shall be deemed automatically endorsed by the  
20 RDC;

21 (2) Local PPP projects shall be approved by the local Sanggunians authorized  
22 under existing laws and, depending on the project cost as may be prescribed in the  
23 IRR of this Act, confirmed by the local development councils, ICC and the NEDA Board;  
24 *Provided,* That Local PPP projects involving Government Undertakings using national  
25 government funds shall require approval of the ICC-NEDA.

26 (b) The appropriate Approving Body shall assess all PPP projects based on its  
27 overall feasibility analysis and accord paramount importance on the affordability of  
28 user fees and efficiency in public service. To ensure that all risks associated with PPP  
29 Projects are managed and mitigated accordingly, all PPP contracts to be entered into  
30 by the Implementing Agency shall adhere to the principles stipulated under the  
31 Generic Preferred Risk Allocation Matrix (GPRAM) issued by the ICC-NEDA.

1 The confirmation of the project by the local development council concerned  
2 shall be based on a review of the project documents submitted to it by the LGU  
3 concerned, which includes the feasibility study and the draft contract on the project,  
4 and shall ensure that said project documents are in full compliance with the  
5 requirements set forth under this Act: *Provided*, That any concerned reviewing officer  
6 found in violation of this provision shall be administratively liable with grave neglect  
7 of duty and shall be dealt with in accordance with existing laws.

8 Any act on the part of the LGU concerned and its responsible officials, or  
9 concerned officers of the private project proponent, which results to or is aimed at  
10 downgrading the category of the project cost based on its total cost under the IRR of  
11 this Act for the purpose of evading the required approval under the appropriate  
12 category shall be dealt with administratively and criminally under this Act and its IRR,  
13 and other existing applicable laws. Such act committed by the private project  
14 proponent and its concerned officers shall cause the rescission of its contract for the  
15 said project without compensation and shall be perpetually disqualified from  
16 participating in any bidding, or other contractual arrangement, for any government  
17 project.

18 (c) In order to facilitate a comprehensive and timely review of the PPP Project,  
19 the PPP Center, in coordination with the ICC-NEDA, shall formulate forms and  
20 templates that shall be used by the Implementing Agency and the Approving Body in  
21 reviewing and approving the PPP Project, as well as the national government  
22 undertaking involved in local PPP Projects.

23  
24 SEC. 9. *Project Development and Monitoring Facility.* – The Project  
25 Development and Monitoring Facility (PDMF) is hereby created, which shall be used  
26 for the procurement of advisory and support services related to the preparation,  
27 structuring, probity management, procurement, financial close, and monitoring of  
28 implementation of PPP projects. The PDMF Fund referred to under Executive Order  
29 No. 8, series of 2010, as amended by Executive Order No. 136, series of 2013, shall  
30 be transferred to the PDMF under this Act. The PDMF may be funded through and  
31 such amount as may be needed and included in the annual General Appropriations  
32 Act, Official Development Assistance or other sources.

1           The PDMF shall be managed and administered by the PPP Center as a revolving  
2 fund; thus, in addition to the amounts appropriated herein, and in order to sustain the  
3 PDMF, the PPP Center may collect and receive fees and recover costs expended  
4 through PDMF in accordance with the guidelines that shall be approved by the PPP  
5 Governing Board. Such amount shall be retained and authorized to be used by the  
6 PPP Center for the purposes indicated herein.

7           A PDMF Committee is hereby created which shall approve applications for PDMF  
8 support submitted by implementing agencies. It shall be composed of representatives  
9 from the NEDA, Department of Finance (DOF), Department of Budget and  
10 Management (DBM) and the PPP Center.

11           To facilitate access to global best practices in PPP and enhance value for  
12 money, the selection of consultants for project preparation and transaction support,  
13 and probity advisors, all with PPP expertise, as well as independent consultants, and  
14 such other consultancy services that may be financed through PDMF shall be open to  
15 qualified consultancy firms, subject to existing laws on the practice of profession  
16 reserved to Filipino nationals.

17           Subject to approval of the PPP Governing Board, the PDMF Committee shall  
18 also formulate, prescribe and recommend policies, procedures and guidelines for the  
19 use of PDMF and recovery of costs charged to the fund.

20           The PPP Center shall serve as secretariat for the PDMF Committee.

21

22           SEC. 10. *Public Bidding of Projects.* – The public bidding of projects shall be in  
23 accordance with the following:

24           a) *Publication* – Upon approval of PPP projects as mentioned in Section 8 of this  
25 Act, the PPP Center shall immediately cause the publication of a notice inviting all  
26 prospective project proponents to participate in a transparent and competitive public  
27 bidding, once every week for three (3) consecutive weeks, in at least two (2)  
28 newspapers of general circulation and in at least one (1) local newspaper which is  
29 circulated in the region, province, city or municipality where the project will be  
30 implemented. Said notice shall also be posted continuously in the websites of the  
31 implementing agency and the PPP Center.

1           b) *Public bidding* – The public bidding shall be conducted under a single or two-  
2 stage system. The pre-qualification documents, technical, and financial proposals shall  
3 be submitted in at least three (3) separate envelopes. The procedures for public  
4 bidding, which shall be transparent and competitive, including the conduct of one-on-  
5 one meetings with prospective bidders in the case of a one-stage system or  
6 prequalified bidders in the case of a two-stage system, shall be outlined in the IRR of  
7 this Act.

8           c) *Award* – The contract shall be awarded to the bidder who has passed the pre-  
9 qualification stage for having satisfied the minimum financial, organizational and legal  
10 standards required by this Act, which has passed the technical proposal evaluation,  
11 and has submitted the most favorable financial bid based on the parameters defined  
12 in the bid documents. Affordable user fees and efficient public services shall be of  
13 paramount importance in awarding PPP projects.

14           d) *Single complying and responsive bid* – In case of a single complying and  
15 responsive bidder, the PPP Center may award the PPP contract to that bidder upon its  
16 compliance with the post-award requirements under the bidding rules of the PPP  
17 project.

18           A bid shall be considered a single complying and responsive bid submission if  
19 it falls under any of the following circumstances:

20           1) If, after advertisement, in the case of a two-stage system, only one  
21 bidder applied for prequalification and it meets the prequalification requirements,  
22 after which it is required to submit a bid or proposal which is subsequently found  
23 by the PPP Center to be complying;

24           2) If, after advertisement, in the case of a two-stage system, more than  
25 one bidder applied for prequalification but only one meets the prequalification  
26 requirements, after which it submits a bid or proposal which is found by the PPP  
27 Center to be complying;

28           3) If, after prequalification of more than one bidder, in the case of a two-  
29 stage system, only one submits a bid which is found by the PPP Center to be  
30 complying; or

1           4) If, after prequalification, in the case of a one-stage or two-stage system,  
2           more than one bidder submits bids but only one is found by the PPP Center to  
3           be complying.

4           e) *Protest* – In all stages of the procurement process, the following protest  
5           protocol shall be strictly followed:

6           1) Decisions of the PPP Prequalification Bids and Awards Committee (PPP  
7           PBAC) may be questioned by filing a motion for reconsideration within fifteen (15)  
8           working days from receipt thereof.

9           2) The decision of the PBAC on the motion for reconsideration in the  
10          immediately preceding paragraph may be further questioned by filing an appeal to the  
11          PPP Governing Board and paying a non-refundable appeal fee in an amount equivalent  
12          to no less than ½ of 1% of the capital expenditure portion of the project cost within  
13          fifteen (15) working days from receipt thereof.

14          The decision of the PPP Governing Board may be further questioned by filing  
15          an appeal to the Office of the President within a period to be prescribed by the IRR of  
16          this Act.

17          In no case shall any appeal taken from any decision treated in this Act stay or  
18          delay the bidding process: *Provided*, That all appeals must first be resolved before any  
19          award is made.

20          f) *Failure to comply or execute the contract* – If the winning bidder fails to  
21          comply with any post-award requirement by the PPP Center or fails to enter into a  
22          contract with the implementing agency, the PPP Center may proceed to negotiation  
23          with the next technically and financially qualified bidder. This is without prejudice to  
24          other legal remedies available to the PPP Center and/or the implementing agency such  
25          as, but not limited to, the forfeiture of bid security, the withdrawal of Notice of Award,  
26          or both.

27  
28          SEC. 11. *PPP Bids and Awards Committee.* –The PPP Center shall create the  
29          Bids and Awards Committee (BAC) which shall be headed by its Executive Director as  
30          Chairperson and at least a third-ranking regular official of the implementing agency  
31          as Vice-Chair. The composition for the other members shall be specified in the IRR of  
32          this Act: *Provided*, That the PPP BAC constituted for National PPP projects, which shall

1 also include other relevant government agencies as may be determined in the IRR of  
2 this Act, will have representatives from the PPP Governing Board. Provided further  
3 that the creation of the PPP BAC for LGU projects below a specific project cost  
4 threshold as prescribed in the IRR of this Act, may be delegated by the Executive  
5 Director of the PPP Center to the Head of the LGU.

6  
7       SEC. 12. *Private Legal and Medical Assistance.* – All the PPP PBAC members  
8 and other public officials providing services to the PPP PBAC shall be authorized to  
9 engage the services of private lawyers or shall be provided with free legal assistance,  
10 where a civil, criminal, or administrative action is filed against them by reason of the  
11 performance of their official functions or duties, unless they are finally adjudged in  
12 such action or proceeding to be liable for gross negligence or misconduct or grave  
13 abuse of discretion. The PPP BAC members shall also be entitled to medical assistance  
14 for injuries incurred in the performance of their functions.

15  
16       SEC. 13. *Contract Termination.* – In the event that a contract is revoked,  
17 cancelled or terminated, either contracting party shall compensate the other pursuant  
18 to terms as defined in the contract.

19  
20       SEC. 14. *Issuance of Administrative Franchise, License or Permit.* – Upon  
21 receipt of notice that an implementing agency and a project proponent have entered  
22 in a PPP contract, the regulator or licensing authority shall automatically grant in favor  
23 of the said project proponent an administrative franchise, license, permit, or any other  
24 form of authorization required for the implementation of a PPP project subject to  
25 submission by the project proponent of the requirements by the regulator or licensing  
26 authority.

27       Any provision of law to the contrary notwithstanding, it shall be mandatory on  
28 the part of the regulator or licensing authority to accept and approve the application  
29 for administrative franchise, license or permit. Failure to act on a proper and complete  
30 application thereof within thirty (30) working days from receipt of the same shall be  
31 deemed as approval thereof.

32

1           SEC. 15. *Expansion or Extension of an Existing Infrastructure Facility.* – Subject  
2 to prior approval by the appropriate approving body, the project proponent of an  
3 existing PPP infrastructure facility may be allowed to expand or extend the same even  
4 without further bidding: *Provided,* That the cost thereof shall not exceed twenty-five  
5 percent (25%) of the price-adjusted original project cost: *Provided, further,* That any  
6 subsequent expansion or extension shall no longer be allowed.

7  
8           SEC. 16. *Contracts and Public Disclosure.* – Copies of all PPP contracts  
9 concluded under this Act shall be considered public documents. However, any  
10 information relating to security or national security matters contained in the PPP  
11 contract and its annexes may be kept confidential for a limited period, as may be  
12 determined by the implementing agency and approved by the PPP Governing Board  
13 but not to exceed five (5) years.

14           The implementing agency shall provide the PPP Center, for records and  
15 monitoring purposes, a copy of the duly executed contract, upon its complete  
16 execution.

17  
18           SEC. 17. *Prohibition on the Issuance of Temporary Restraining Orders or*  
19 *Injunctions.* – a) No temporary restraining order, preliminary injunction or preliminary  
20 mandatory injunction shall be issued by any court, except the Supreme Court, against  
21 the PPP Center or any implementing agency, its officials or employees, or any person  
22 or entity, whether public or private acting under the government direction, to restrain,  
23 prohibit or compel the following acts:

24           1) Bidding, rebidding or declaration of failure of bidding of PPP projects,  
25 either national or local;

26           2) Qualification or disqualification of bidders;

27           3) Awarding of PPP contract;

28           4) Acceptance of any unsolicited PPP project proposal, even if not acted  
29 upon by the PPP Center under Section 7 of this Act;

30           5) Acquisition, clearance, development of the right-of-way, site or location  
31 of any PPP project;

32           6) Construction, operation and maintenance of any PPP project;

1           7) Commencement, execution, implementation, termination or rescission  
2 of any PPP contract; and

3           8) Undertaking or authorization of any other lawful activity necessary for  
4 such PPP project or contract.

5           b) The applicant for such temporary restraining order, preliminary injunction  
6 or preliminary mandatory injunction shall file a bond, in an amount to be fixed by the  
7 court. The bond shall accrue in favor of the government if the court should finally  
8 decide that the applicant was not entitled to the relief sought.

9           c) Any temporary restraining order, preliminary injunction or preliminary  
10 mandatory injunction issued in violation of this section is void and of no force and  
11 effect.

12           d) The foregoing prohibition shall apply in all disputes, cases, or controversies  
13 instituted by any and all parties, including but not limited to cases filed by bidders,  
14 implementing agencies or those claiming to have rights through such bidders or  
15 implementing agencies involving PPP project or contract.

16           e) In addition to civil and criminal liabilities as may be incurred under existing  
17 laws, any judge who shall issue a temporary restraining order, preliminary injunction  
18 or preliminary mandatory injunction in violation of this section, shall be disciplined by  
19 the Supreme Court and suffer the penalty of removal from office.

20  
21           SEC 18. *Regulatory agencies.* – No regulatory agency shall be allowed to enter  
22 into any PPP contract that they regulate. A regulatory agency that owns public  
23 infrastructure or right-of-way that is intended for a PPP project shall assign the same  
24 to the department exercising administrative supervision over it, or to the department  
25 to which it is attached, in order that such department may enter into a PPP contract  
26 involving such public infrastructure or right-of-way.

27  
28           SEC. 19. *Project Supervision and Monitoring.* – Every PPP project undertaken  
29 under the provisions of this Act shall be in accordance with the designs, plans,  
30 specifications, and standards as approved by the implementing agency, and the cost  
31 as approved by the appropriate approving body. The implementation of such project  
32 shall be under the supervision of the PPP Center and the implementing agency.

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SEC. 20. *Projects of National Significance.* – a) Upon certification and recommendation by the ICC, and prior consultation with the Department of Interior and Local Government (DILG) and the LGU concerned, the President may classify certain projects, such as energy, toll road, mass transit, water, sewerage and such other projects undertaken under this Act as projects of national significance, which shall be entitled to the following incentives:

- 1) All real properties which are actually and directly used for the project shall be exempt from any and all real property taxes levied under Republic Act No. 7160, otherwise known as the Local Government Code of 1991;
- 2) All projects of national significance shall likewise be exempt from any and all local taxes, fees and charges; and
- 3) Automatic grant or issuance of the necessary business permits, including renewals thereof, in favor of the winning project proponent.

b) For a project to qualify as a project of national significance, it shall meet the following criteria:

- 1) The project cost falls within the threshold set by the ICC;
- 2) The project has direct and indirect economic impact which shall not be less than the threshold set by the ICC;
- 3) The project will have direct and indirect economic impact of the project will be felt beyond the LGU where it is located; and
- 4) The project can create new jobs.

SEC. 21. *Exemption from Payment of Transfer Taxes.* – For all PPP projects, the transfer of ownership of infrastructure facility to the implementing agency shall be exempt from capital gains tax, documentary stamp tax, donor’s tax, and all national taxes and fees related to the transfer thereof.

SEC. 22. *Institutionalization of the PPP Center.* – a) To achieve the goals of this Act, the PPP Center created under Executive Order No. 8, series of 2010, as amended by Executive Order No. 136, series of 2013, is hereby institutionalized. It is

1 hereby authorized to adopt its current organizational structure, absorb its existing  
2 employees, and upgrade its human resource component, as may be necessary,  
3 towards a more efficient and effective performance of the following functions:

- 4 1) Assist implementing agencies in identifying, developing, prioritizing and  
5 maintaining a pipeline of PPP projects;
- 6 2) Act as the procurement agent of PPP projects; ;
- 7 3) Provide advisory services, technical assistance, trainings, and capacity  
8 development to implementing agencies in all PPP-related matters;
- 9 4) Manage and administer the PDMF as provided in Section 9 of this Act;
- 10 5) Work with implementing agencies in setting implementation timelines for  
11 approved PPP projects;
- 12 6) Recommend plans, policies and implementation guidelines related to PPP, in  
13 consultation with appropriate oversight committees or agencies, implementing  
14 agencies, private sector and other relevant stakeholders;
- 15 7) Facilitate, monitor, and evaluate the implementation of PPP programs;
- 16 8) Report to the Office of the President and Congress on the implementation  
17 of the PPP programs and projects of the government at the end of each year;
- 18 9) Serve as a link between the government and the private sector;
- 19 10) Promote and market PPP programs and projects, in collaboration with other  
20 government promotion agencies;
- 21 11) Issue advisory opinions relating solely to PPP related matters;
- 22 12) Serve as the central repository of all executed PPP contracts and any  
23 subsequent amendment or supplement thereto;
- 24 13) Provide and transmit copies of duly executed PPP contracts to Congress;
- 25 14) Act as Secretariat to the PDMF Committee, PPP Governing Board, and ICC  
26 insofar as PPP projects are concerned;
- 27 15) Maintain an integrated projects' bank to serve as an interactive database  
28 of all current and past projects;
- 29 16) Review of all, including but not limited to, PPP contracts for national PPP  
30 projects prior to execution; and
- 31 17) Such other functions as may be necessary to achieve the objectives and  
32 purposes of this Act.

1           b) Administrative Relationship. The PPP Center shall report directly to the PPP  
2 Governing Board and shall be attached to the Office of the President;

3           c) The PPP Center shall be headed by an Executive Director with the rank  
4 equivalent to an Undersecretary, who shall be appointed by the President of the  
5 Philippines for a fixed term of six (6) years, upon recommendation of the PPP  
6 Governing Board: *Provided*, That the term of the first executive director appointed  
7 under this Act shall expire at noon of June 30, 2019, and the term of the next executive  
8 director shall commence on the said hour and date: *Provided, further*, That in case a  
9 vacancy occurs before the expiration of the term, the person appointed to such  
10 vacancy shall serve only the unexpired term of the predecessor.

11           The Executive Director shall perform the following functions:

12           1) Sit as Chairperson for all the PPP BAC and as an *ex-officio* voting member  
13 of the PPP Governing Board, NEDA-Infrastructure Committee, ICC and other  
14 inter-agency bodies where a PPP project is a major concern; and

15           2) Perform such other functions as may be assigned by the PPP Governing  
16 Board.

17           d) All positions of the PPP Center shall be governed by a compensation and  
18 position classification system and qualification standards duly approved by the  
19 governance commission for government-owned or -controlled corporations (GCG)  
20 based on comprehensive job analysis and audit of actual institutional duties and  
21 personal responsibilities. The compensation plan shall be comparable with the  
22 prevailing compensation plan of the Bangko Sentral ng Pilipinas, government finance  
23 institutions and other GOCCs, and shall be subject to periodic review by the GCG no  
24 more than once every two (2) years, without prejudice to yearly merit review or  
25 increases based on productivity and efficiency.

26  
27           **SEC. 23. PPP Governing Board.** – The PPP Governing Board is hereby created,  
28 which shall be the overall policy-making body for all PPP-related matters, including  
29 the PDMF. It shall be responsible for setting the strategic direction of PPP programs  
30 and projects and in creating an enabling policy and institutional environment for PPP.

31           The PPP Governing Board shall be composed of the following:

32           a) Secretary of Socio-economic Planning as Chairperson;

- 1           b) Secretary of Finance as Co-Chairperson;
- 2           c) Secretary of Budget and Management;
- 3           d) Secretary of Trade and Industry;
- 4           e) Secretary of Justice;
- 5           f) Executive Secretary;
- 6           g) Secretary of Interior and Local Government;
- 7           h) Executive Director of the PPP Center, as members
- 8           i) One (1) private sector representative from the field of architecture or urban
- 9           planning, elected by the Philippine Institute of Architects/United Architects of the
- 10           Philippines/Philippine Institute of Environmental Planners/Intelligent Community
- 11           Forum Philippines; as a non-voting member
- 12           j) One (1) private sector representative from the construction industry,
- 13           elected by the Philippine Constructors Association (PCA); as a non-voting member
- 14           k) One (1) private sector representative from the business sector, elected by
- 15           the Management Association of the Philippines (MAP); as a non-voting member, and
- 16           l) One (1) private sector representative from the finance industry, elected by
- 17           the Bankers Association of the Philippines (BAP), as a non-voting member.

18           The principal members of the PPP Governing Board may designate their  
19           respective alternates, with a rank not lower than assistant secretary or its equivalent,  
20           and whose acts shall be considered the acts of their principals.

21           The presence of the Chairperson with four (4) other voting members of the PPP  
22           Governing Board shall constitute a quorum and a majority vote of the members  
23           present shall be necessary for the adoption of any issuance, order, resolution, decision  
24           or other act of the PPP Governing Board in the exercise of its functions. The PPP  
25           Governing Board shall act as a collegial body. In the conduct of meetings, the  
26           chairperson shall not vote except to break a tie.

27           The PPP Governing Board shall act on any matter for its consideration not later  
28           than thirty (30) days from the date of submission thereof.

29

30           SEC. 24. *Mandatory Inclusion of Alternative Dispute Resolution Mechanisms in*  
31           *PPP Contracts.* – All PPP contracts shall include provisions on the use of alternative

1 dispute resolution mechanisms. The contracting parties shall be given complete  
2 freedom to choose which venue and forum shall govern their dispute, as well as the  
3 rules or procedures to be followed in resolving the same.

4  
5 *SEC. 25. Creation of a Public-Private Partnership Contingent Liability Fund. –*

6 To ensure fiscal sustainability and negotiate better financing terms of PPP projects,  
7 there is hereby created a PPP Contingent Liability Fund to be used for the payment of  
8 contingent liabilities arising from PPPs in accordance to its contract terms.

9 The target amount in the PPP Contingent Liability Fund is to be determined by  
10 the Development Budget Coordination Committee (DBCC) using risk-adjusted  
11 methods or such other means that estimate the exposure of the Government of the  
12 Philippines to PPP contingent liabilities.

13 The PPP Contingent Liability Fund shall be funded from the following sources:

- 14 a) Concession fees;  
15 b) Implementing agency reimbursements;  
16 c) Interest earnings from the contingent liability fund; and  
17 d) National government contributions.

18 National government contributions shall cover only the difference between the  
19 target amount of the PPP Contingent Liability Fund, as mentioned above, and the  
20 current value of the fund. The DOF shall regularly monitor and review the viability of  
21 the PPP Contingent Liability Fund in relation to the magnitude of PPP projects  
22 undertaken by the government, and if necessary, recommend the increase in the  
23 target amount of the PPP Contingent Liability Fund and the reason therefor. All  
24 national government contributions to the PPP Contingent Liability Fund shall be  
25 included in the proposed DOF budget.

26 When the value of the PPP Contingent Liability Fund is in excess of the target  
27 amount, the excess funds may, upon recommendation of the DBCC, be transferred to  
28 the general fund of the national government.

29 The agency implementing PPP projects must seek confirmation from the DOF  
30 that the national government can bear the additional contingent liabilities associated  
31 with the project taking into consideration fiscal sustainability.

1 Further, to foster accountability and efficiency in implementing PPP projects, it  
2 is mandatory for implementing agencies to enter into a recourse agreement with the  
3 DOF before any payment can be drawn from the PPP Contingent Liability Fund for  
4 contingent liabilities that have materialized within contract terms.

5 The Bureau of the Treasury shall maintain the PPP contingent liability fund in  
6 the treasury single account. Interest earnings therefrom shall accrue to the PPP  
7 Contingent Liability Fund.

8  
9 *SEC. 26. Penal Provision.* – Any person, whether private individual or public  
10 officer or employee, who commits any of the acts hereunder proscribed, shall be  
11 punished by imprisonment from a minimum of three (3) years to a maximum of six  
12 (6) years and one (1) day:

13 a) Representation that the project proponent has the necessary capitalization  
14 to commence, complete and implement the project when the same is false in material  
15 respects; and

16 b) Falsification or insertion of certain provisions in the execution copy of the  
17 contract which are materially and substantially different from the approved final draft  
18 contract.

19  
20 *SEC. 27. Miscellaneous Provisions.* – a) *Safeguard Mechanisms to Protect Public*  
21 *Interest* – In order to improve transparency and to promote bankability and social  
22 acceptability of PPP projects, the following mechanisms shall be observed:

23 1) Whenever applicable, the implementing agency shall assess the  
24 affordability of fee or tariff, and conduct an appropriate methodology survey  
25 such as willingness-to-pay survey among the users of the infrastructure facility;

26 2) The implementing agency shall conduct public consultation or dialogue  
27 with all potential stakeholders, including the users, in all stages of the PPP  
28 project; and

29 3) The implementing agency and the PPP Center shall post in their  
30 respective websites the approved starting fare or user fee in a PPP project as  
31 well as the approved parametric formula on fare increases or adjustments, if  
32 applicable.

1           b) *Build-and-Transfer*– For PPP projects under the build-and-transfer scheme,  
2 the Congress shall include the necessary appropriations to meet the financial  
3 obligations arising from such projects on the fiscal year when the obligation becomes  
4 due and demandable. Such appropriations shall be over and above the annual budget  
5 of the implementing agency;

6           c) *Recovery of Investment*– As may be agreed in the PPP contract, the project  
7 proponent may be allowed to collect tolls, fees, rentals, or charges, engage in  
8 commercial development, receive viability gap funding, and receive direct government  
9 payments, among others, to recover investment;

10          d) *Wind-up and Transfer Measures* – The PPP contract shall provide, as may  
11 be appropriate, for:

12           1) Mechanisms and procedures for the transfer of assets to the  
13 implementing agency;

14           2) The compensation to which the project proponent may be entitled in  
15 respect of assets transferred to the implementing agency, or to a successor, or  
16 purchased by the implementing agency;

17           3) The transfer of technology required for the operation of the  
18 infrastructure facility;

19           4) The training of the implementing agency’s personnel or of a successor  
20 in the operation and maintenance of the infrastructure facility; and

21           5) The provision, by the project proponent, of a warranty that the  
22 infrastructure facility meets the project technical specifications, agreed system  
23 features, and performance standards and services for a certain period as may  
24 be defined in the IRR of this Act after the transfer of the infrastructure facility  
25 to the implementing agency or to a successor.

26          e) *Prescription* – No one shall in any proceedings before any court or tribunal  
27 allege the invalidity of any PPP contract on the ground of non-compliance with the  
28 provisions of this Act or its IRR after a period of one (1) year has elapsed from the  
29 signing of the PPP contract.

30          f) *Construction* – If the person, whether or not the project proponent, that  
31 shall actually perform the construction of the infrastructure facility is a foreigner, such  
32 person shall hire Filipino employees throughout the period of construction.

1           g) *Operation and maintenance*– The person, whether or not the project  
2 proponent, that shall actually operate and maintain the infrastructure facility, including  
3 but not limited to the collection of tolls, fees, rentals or charges from users of the  
4 infrastructure facility, must be registered with the Securities and Exchange  
5 Commission.

6           h) *Contracts, procedures, and authority not affected by this Act.* – This Act  
7 shall not affect:

8           1) PPP contracts entered into, and procurement procedures for which the  
9 invitation to prequalify and to bid has been published, by implementing  
10 agencies prior to the effectivity of this Act in accordance with the relevant laws,  
11 regulations, guidelines and ordinances; and

12           2) The authority of LGUs to enact their own PPP ordinances that are not  
13 inconsistent with this Act and its IRR.

14  
15           SEC. 28. *Joint Congressional Oversight Committee.* – There is hereby created  
16 a Joint Congressional Oversight Committee to oversee the implementation of this Act.  
17 The Committee shall be composed of the Chairperson of the Senate Committees on  
18 Public Works, on Finance, and on Economic Affairs, and the Chairperson of the House  
19 Committees on Public Works and Highways, on Appropriations, and on Economic  
20 Affairs. To effectively monitor the implementation of this Act, the Philippine  
21 Development Plan (PDP) and the priority list of national and local projects shall be  
22 submitted to the Joint Congressional Oversight Committee.

23  
24           SEC. 29. *Implementing Rules and Regulations.* - The members of the PPP  
25 Governing Board shall designate its representatives who shall constitute the IRR  
26 Committee. Within sixty (60) days from the effectivity of this Act, the PPP Center shall  
27 formulate and prescribe, in consultation with the IRR Committee, after public hearing  
28 and publication as required by law, the rules and regulations to implement the  
29 provisions of this Act. The IRR shall be approved by the PPP Governing Board.

30           From time to time, the PPP Governing Board may instruct the PPP Center, in  
31 consultation with the IRR Committee, to conduct, formulate and prescribe, after due

1 public hearing and publication, amendments to the IRR, consistent with the provisions  
2 of this Act.

3  
4 SEC. 30. *Transitory Provisions.* – All unexpended funds for the calendar year,  
5 properties, equipment, contracts and records of the PPP Center are hereby retained.  
6 The amount necessary to carry out the organizational changes of the PPP Center  
7 provided in this Act shall be determined by the PPP Governing Board. Appropriations  
8 for succeeding years shall be incorporated in its budget proposals for Congressional  
9 action.

10 All officials and employees of the PPP Center shall be retained and shall not  
11 suffer any loss of seniority or rank or decrease in emoluments.

12  
13 SEC. 31. *Separability Clause.* – If any provision of this Act is held invalid or  
14 unconstitutional, the other provisions not affected thereby shall remain in full force  
15 and effect.

16  
17 SEC. 32. *Repealing Clause.* – Republic Act No. 7718, Republic Act No. 6957,  
18 Sec. 3(a) of Presidential Decree (PD) No. 1112, Section 2 of PD No. 1894, and  
19 Executive Order (EO) No. 08 (s. 2010) as amended by EO 136 (s. 2013), EO 78 (s.  
20 2012), Section 8 of EO No. 423 (s. 2005), 2013 Revised Guidelines and Procedures  
21 for Entering Into Joint Venture Agreements Between Government and Private Entities,  
22 are hereby repealed. All other laws, rules and regulations or parts thereof inconsistent  
23 with the provisions of this Act are hereby repealed or modified accordingly.

24  
25 SEC. 33. *Effectivity.* – This Act shall take effect fifteen (15) days after its  
26 publication in the *Official Gazette* or in at least two (2) newspapers of general  
27 circulation.

Approved,