

**EDCF LOAN AGREEMENT**

**NO. PHL-20**



**Economic Development  
Cooperation Fund**

# **Facility Agreement**

**Philippines-Korea Project Preparation Facility**

**between**

**THE REPUBLIC OF THE PHILIPPINES**

**and**

**THE EXPORT-IMPORT BANK OF KOREA**

**(Government Agency for the EDCF)**

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## **FACILITY AGREEMENT**

This Facility Agreement entered into this **23<sup>rd</sup>** day of January 2020 between THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES, acting by and through THE DEPARTMENT OF FINANCE (hereinafter called the "**Borrower**") and THE EXPORT-IMPORT BANK OF KOREA (hereinafter called the "**Bank**") which has been entrusted by THE GOVERNMENT OF THE REPUBLIC OF KOREA with the operation and management of the Economic Development Cooperation Fund (hereinafter called the "**EDCF**").

### **WITNESSETH:**

**WHEREAS**, THE GOVERNMENT OF THE REPUBLIC OF KOREA and THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES entered into the Agreement dated June 3, 2003 concerning EDCF Loans to be extended to THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES or its designated agency for the implementation of projects to be agreed upon between the two Governments;

**WHEREAS**, based upon the above Agreement, THE GOVERNMENT OF THE REPUBLIC OF KOREA and THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES entered into the Framework Arrangement dated May 4, 2018 concerning the EDCF Loans up to an aggregate commitment amount in Korean Won not exceeding the equivalent of One Billion US Dollars (US\$1,000,000,000) for the years 2017 through 2022; and

**WHEREAS**, in the light of the said Agreement and Arrangement, the Bank has agreed to extend a line of Facility to the Borrower for the PHILIPPINES-KOREA PROJECT PREPARATION FACILITY (PK-PPF) described in the Description of the Facility attached hereto as Schedule 1 (hereinafter called the "**Facility**") upon the terms and conditions set forth in this Facility Agreement;

**NOW, THEREFORE**, the Borrower and the Bank agree as follows:



## **ARTICLE I**

### **Definitions**

#### **Section 1.01. Facility Agreement**

The following documents shall constitute an integral part of this Facility Agreement:

- (i) General Terms and Conditions Applicable to EDCF Loan Agreements;
- (ii) Guidelines for Employment of Consultants under the EDCF Loan; and
- (iii) Disbursement Procedures under the EDCF Loan.

#### **Section 1.02. Definitions**

Unless the context otherwise requires, the several terms defined in the General Terms and Conditions Applicable to EDCF Loan Agreements (hereinafter called the "**General Terms and Conditions**") have the respective meanings therein set forth and the following additional terms have the following meanings:

**"Availability Period"** means the period commencing on the date of this agreement and expiring on the earlier of:

- (a) the date falling Sixty (60) months from the effective date of this Agreement;
- (b) the date on which the aggregate amount of the Loan disbursed or to be disbursed in accordance with this Agreement under the Loan Approvals by KEXIM equals the Line of Facility; and
- (c) the date on which the Line of Facility is terminated in accordance with this Agreement.

**"Consolidated Progress Report"** is a report submitted by the Borrower, through the Project Implementing Agency, to the Bank in accordance with Section 6.02 (a). Consolidated Progress Report shall include the description of physical progress, budget allocation for engineering service(s) and a summary of financial accounts of engineering service(s), and shall be attached by inception or interim report of engineering services, as the case may be.

**"Eligible Source Countries"** means the Republic of Korea for foreign currency portion and the Republic of the Philippines for local currency portion, respectively.

**"Engineering Services"** are services to be provided for Sub-projects under this Facility.

**"Loan"** means the loan facility to be made available in favor of the Borrower or the aggregate principal amount of the loan facility disbursed and from time to time outstanding, as the context may so require.

**"Project Completion Date"** means the date of a consultant's final report on engineering service(s), submitted to a Project Implementing Agency.

**"Project Completion Report"** is a report submitted by the Borrower, through the Project Implementing Agency, to the Bank in accordance with Section 6.02 (b). Project Completion Report shall include a summary of the final outcome of engineering service(s).

**"Project Executing Agency"** means the Department of Finance which has been authorized to administer the Facility and Sub-projects and has overall responsibility for the Facility execution.

**"Project Implementing Agency"** means the National Irrigation Administration, the Department of Public Works and Highways, and other relevant Government agencies implementing the Build Build Build Program of the Government of the Philippines to be approved by the Bank afterwards.

**"Repayment Date"** means each of the Sixty (60) semi-annual consecutive dates of January 20 and July 20 from and including the date which shall be the 20th day of the month falling One Hundred and Twenty Six (126) months after the date of this Facility Agreement.

**"Similar Engineering Services"** are services of same features that can consist of a single bid, for example, a number of feasibility studies of Sub-projects of a sector.

**"Sub-loan"** means the loan amount allocated to each bid, which consists of Similar Engineering Services of individual Sub-projects for a sector.

**"Sub-projects"** are the projects prepared by Project Implementing Agencies under this Facility.

**"Supplier(s)"** means the consultant(s) from whom services to be financed out of the proceeds of the Loan are procured.



## **ARTICLE II**

### **The Line of Facility**

#### **Section 2.01. The Line of Facility**

Subject to the terms and conditions of this Facility Agreement, the Bank hereby establishes a Line of Facility not exceeding the equivalent of Fifty Million U.S. Dollars (US\$ 50,000,000) in Korean Won in favor of the Borrower. The Borrower may not reborrow any part of the Facility which is repaid.

#### **Section 2.02. Termination of the Line of Facility**

The Line of Facility shall be available only for the Availability Period, unless the Government of the Republic of Korea consents in writing to extend it. Notwithstanding such termination, the terms of this Agreement shall continue in full force and effect to all Loans, which were approved during the Availability Period or are outstanding as of the last day of the Availability Period until all of the liabilities and obligations of the Borrower under this Agreement have been fully performed and discharged.

## **ARTICLE III**

### **The Loan**

#### **Section 3.01. Amount and Purpose of Loan**

(a) The Bank agrees to lend to the Borrower, on the terms and conditions set forth in this Facility Agreement, an amount of each Loan to be approved by the Government of the Republic of Korea, up to the equivalent of Fifty Million US Dollars (US\$50,000,000), to finance necessary Engineering Services of the relevant Sub-projects initially approved by the NEDA Board. Changes in the list of Sub-projects are subject to the approval of the Project Steering Committee established in accordance with item 19 of the Minutes of Discussion signed on December 7, 2018.

(b) The amount of the Loan shall be denominated in Korean Won and shall be fixed by the Bank in accordance with Section 3.01 of the General Terms and Conditions. The Bank shall then notify the Borrower of the aggregate amount of the Loans disbursed under the Line of Facility.

#### **Section 3.02. Use of Proceeds of Loan**

(a) The Borrower shall cause the proceeds of the Loan to be used for the purchase of Engineering Services required for the preparation of the Sub-projects from the Eligible Source Countries. The proceeds of the Loan shall be

allocated in accordance with the Allocation of the Loan Proceeds attached hereto as Schedule 3.

(b) The final disbursement under this Facility Agreement shall be made within Sixty-Six (66) months after the Effective Date of this Facility Agreement, and no further disbursement shall be made by the Bank thereafter unless otherwise agreed upon between the Bank and the Borrower.

### **Section 3.03. Loan Application and Approval**

(a) In order to have a Loan disbursed, the Borrower shall provide the Government of the Republic of Korea with a duly completed and signed original copy of Loan Application in the form of Schedule 7.

(b) At the receipt of a completed Loan Application and relevant information, the Government of the Republic of Korea causes the Bank to prepare the appraisal report of the Loan applied for the review of the Government of the Republic of Korea. The Government of the Republic of Korea shall notify the Borrower whether it approves the individual Loan by sending the Borrower a notice of Loan Approval.

(c) The Loan application for Sub-projects of a sector shall be made in a single Loan application form.

(d) The application for Loan under this Facility shall be made within thirty-six (36) months from the effective date of this Agreement or such later date as agreed between the Borrower and the Bank.

### **Section 3.04. Availability**

Any portion of the Line of Facility which has not been approved by the end of the Availability Period for Disbursement shall be immediately cancelled at the end of the Availability Period.

## **ARTICLE IV Repayment**

### **Section 4.01. Repayment of Principal**

(a) The Borrower shall repay the Bank the principal amount of the Loan disbursed in Korean Won in sixty (60) semi-annual installments on each of the Repayment Dates.



(b) The Repayment Date and the Korean Won amount to be repaid on each of the Repayment Dates shall be specified in the Amortization Schedule in the form and substance of Schedule 4 attached hereto. The Amortization Schedule shall be made by the Bank when it fixes the amount of the Loan after the final disbursement of a Loan under the Line of Facility and the Bank shall notify the Borrower of the Amortization Schedule when it notifies the Borrower of the aggregate amount of the Loans in accordance with paragraph (b) of Section 3.01 hereof.

#### **Section 4.02. Payment of Interest**

Zero interest rate shall be applied to the Loan disbursed under the Facility.

#### **Section 4.03. Place of Payment**

All sums payable by the Borrower to the Bank under this Facility Agreement shall be paid to the account of the Bank (Account No.068-13-10395-6) with Yeouido-Kwangjang Branch of the KEB Hana Bank at 101, Yeouigongwon-ro, Yeongdeungpo-gu, Seoul, Republic of Korea or to such other account as the Bank shall designate by written notice to the Borrower.

### **ARTICLE V**

#### **Procurement and Disbursement**

##### **Section 5.01. Procurement Procedure**

(a) All Engineering Services to be financed out of the proceeds of the Loan shall be carried out through/by Suppliers employed in accordance with the provisions of the Employment of Consultants attached hereto as Schedule 5.

(b) All Engineering Services to be financed out of the proceeds of the Loan shall be procured from the Eligible Source Countries.

(c) First contract for Engineering Services to be financed out of the proceeds of the Loan shall be signed within Eighteen (18) months after the effective date of the Facility Agreement. Numbers of contract package are limited up to Fifteen (15).

##### **Section 5.02. Disbursement Procedure**

The Loan shall be disbursed in Korean Won by the Bank in accordance with the provisions of the Disbursement Procedure attached hereto as Schedule 6.

##### **Section 5.03. Service Charge**



(a) The Borrower shall pay to the Bank the service charge in the amount equal to one-tenth of one percent (0.1%) of the amount of each disbursement in case of the Direct Payment Procedure or the Reimbursement Procedure, and/or of the amount of the letter of commitment in case of the Commitment Procedure.

(b) An amount equal to such service charge shall be financed out of the proceeds of the Loan. The Bank shall pay such amount to itself as the service charge on the date of each disbursement and/or of the issuance of the letter of commitment. Such disbursement out of the Loan shall constitute a valid disbursement of the Loan under this Facility Agreement.

## **ARTICLE VI**

### **Particular Covenants**

#### **Section 6.01. Execution of the Facility**

(a) The Borrower shall implement the Facility with due diligence and efficiency.

(b) The Borrower shall employ, or cause the Project Implementing Agency/ies to employ consultants for the implementation of the Sub-projects.

(c) Should the funds available from the proceeds of the Loan be insufficient for the implementation of the Sub-projects, the Borrower shall make arrangements promptly to provide such funds as shall be needed.

#### **Section 6.02. Reports and Information**

(a) The Borrower, through the Project Implementing Agency, shall submit quarterly report for each Engineering Service to the Bank with Consolidated Progress Report for all Project on a quarterly basis (in March, June, September, and December of each year) from the execution of the first procurement contract to the Project Completion Date in such form and in such detail as the Bank may reasonably request.

(b) Within six (6) months after the Project Completion Date or such later date as agreed between the Borrower and the Bank, the Borrower, through the Project Implementing Agency, shall furnish the Bank with a Project Completion Report in such form and in such detail as the Bank may reasonably request.

(c) Until all the obligations of the Borrower under this Facility Agreement are fully performed, the Borrower shall furnish the Bank with such other information as the Bank may reasonably request concerning the Facility.

(d) Regarding the Section 1.09 Fraud and Corruption of the Guidelines for the Employment of Consultants under the EDCF Loan, if the Bank receives information related to suspected corrupt or fraudulent practices in the competition for, or in the execution of, contracts to be financed out of the proceeds of the Loan, the Borrower shall provide, or under the Borrower's responsibility the Borrower shall make the Project Implementing Agency provide, the Bank with such information as the Bank may reasonably request, including information related to any concerned official of the government and/or public organizations of the Borrower's country in accordance with Philippine law.

(e) Regarding the Section 6.02 (d) of this Facility Agreement, the Borrower shall not, and shall cause the Project Implementing Agency not to, unfairly or unfavorably treat the person and/or company which provided the information related to suspected corrupt or fraudulent practices in the competition for, or in the execution of, contracts to be financed out of the proceeds of the Loan to the Bank and/or the Borrower/Project Executing Agency.

## **ARTICLE VII**

### **Miscellaneous**

#### **Section 7.01. Responsibility of the Borrower**

The Borrower shall be responsible for taking any action or entering into any agreement required or permitted under Sections 5.01, 5.02 and 6.02 of this Facility Agreement.

#### **Section 7.02. Addresses**

The following addresses are specified for the purposes of Section 12.05 of the General Terms and Conditions:

For the Bank

Postal address: THE EXPORT-IMPORT BANK OF KOREA  
38 Eunhaeng-ro, Yeongdeungpo-gu,  
Seoul 07242, Republic of Korea

Attention: Director of Team 3, EDCF Operations Department 1  
Telephone No.: (82-2)3779-6598  
Fax No.: (82-2)3779-6756

Telex No.: K26595 EXIMBK  
SWIFT BIC: EXIKKRSEXXX

For the Borrower

Postal Address: THE DEPARTMENT OF FINANCE  
DOF Building, Bangko Sentral ng Pilipinas Complex  
Roxas Boulevard corner Pablo Ocampo Street  
Manila 1004, Republic of the Philippines

Attention: Secretary of Finance  
(with copy to the Undersecretary for the International  
Finance Group)

Telephone No.: (632) 525-4194, (632) 523-9911

Fax No.: (632) 523-9216

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized representatives, have caused this Facility Agreement to be signed in their respective names, as of the day and year first above written.

For and on behalf of

**The Government of the Republic  
of the Philippines**

For and on behalf of

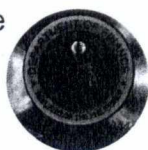
**The Export-Import Bank of Korea  
(Government Agency for the EDCF)**

By \_\_\_\_\_

Name: CARLOS G. DOMINQUEZ

Title: Secretary of Finance

JAN 23 2020



신 덕 영

By \_\_\_\_\_

Name: DEOG-YONG SHIN

Title: Senior Executive Director



## Schedule 1

### Description of the Facility

#### 1. Outline of the Facility

(a) Objectives: to support the Government of Philippines in delivering public infrastructure projects efficiently by advancing preparatory activities in a systematic manner through engineering services, including feasibility studies, engineering design, environmental and social impact assessment.

(b) Location: To be decided upon the approval of Sub-loans

(c) Project Executing Agency: Department of Finance (the "DOF")

(d) Project Implementing Agency: National Irrigation Administration (the "NIA"), Department of Public Works and Highways (the "DPWH"), and any other agencies approved by the Bank afterwards upon the request of the Government of the Philippines.

#### 2. Scope of the Engineering Services

Pre-feasibility study (Pre-F/S), feasibility study (F/S), preliminary engineering design (PED), detailed engineering design (DED), safeguard assessment studies, and other studies for individual projects under the facility for the following priority target sectors of (1) Water/Irrigation, (2) Flood Control, and (3) Roads and Bridges. If the loan proceeds for the priority target sectors would not be fully disbursed or other emergency cases would occur, (4) IT, and (5) Transportation including airport, railway, port and mass transport system shall also be available under this Facility.

#### 3. Estimated annual fund requirements

(in Thousands of US Dollars)

Year	Foreign currency	Local Currency
2020	12,966.24	11,217.51
2021	5,674.68	5,443.46
2022	7,592.02	7,106.09
Total	26,232.94	23,767.06

4. The Facility is expected to be completed by sixty (60) months from the effective date of this Agreement.

## Schedule 2

### Engineering Services Work Scope Summary for Indicative Sub-projects

#### 1. Sub-projects of National Irrigation Administration (NIA)

(in Million US Dollars)

Sub-projects	Work Scope					Engineering Services Cost Estimates
	Pre-F/S	F/S	PED	DED	Social and Environment and safeguard Assessment Studies	
Buldon River Irrigation Project				Y	Y	2.09
Ilaguen Multipurpose Irrigation and Power Project		Y		Y	Y	5.21
Libungan-Malitubog Transbasin Irrigation Project				Y	Y	2.17
Pila River Multipurpose Project				Y	Y	2.45
Palanan Irrigation Project		Y		Y	Y	3.45
Ilocos Norte Irrigation Project - Stage II				Y	Y	2.09
Bohol Northeast Basin Multipurpose Dam Project				Y	Y	1.54
<b>Subtotal (1)</b>						<b>19.00</b>

\*Note: Rounding difference



## 2. Sub-projects of Department of Public Works and Highways (DPWH)

(in Million US Dollars)

Sub-projects	Work Scope					Engineering Services Cost Estimates
	Pre-F/S	F/S	PED	DED	Social and Environment and safeguard Assessment Studies	
Flood Control						
Pampanga River Basin Flood Control Project		Y*		Y		4.15
Agusan River Basin Flood Control Project		Y*		Y		4.67
Panay River Basin Flood Control Project		Y*		Y		4.67
Bicol River Basin Flood Control Project		Y*		Y		3.81
Subtotal (2)						17.30
Roads and Bridges						
Central Luzon Link Expressway Project Phase II		Y		Y		5.92
Lubao-Guagua-Sasmuan-Minalin-Santo Tomas Bypass Road		Y		Y		
Zamboanga City Bypass Road		Y		Y		7.78
Mount Kitanglad Range Belt Road		Y				
Subtotal (3)						13.70
Sum						50.00

\* The Updating of Master Plan included in the scope of works of Feasibility Study

### Schedule 3

#### Allocation of Loan Proceeds

##### 1. Allocation

The table below sets forth the categories of services and other items to be financed out of the proceeds of the Loan and the corresponding allocation of Loan amounts to each category:

(in Thousands of US Dollars)

Category	Estimated Amount		
	Foreign Currency	Local Currency	Total
(A) Base Cost			
Engineering Services	24,979.86	22,628.45	47,608.31
(B) Service Charge	50.00		50.00
(C) Contingencies	1,203.08	1,138.61	2,341.69
Total	26,232.94	23,767.06	50,000.00

\* Note: (1) Above-stated local currency amounts for Engineering Services and Contingencies are the maximum amounts to be disbursed under this Facility.  
(2) Local currency amount for Engineering Services including Contingencies shall not exceed Forty-nine (49) percent of each Sub-loan amount.

##### 2. Reallocation

(a) If the estimated costs of items included in any of the categories shall decrease, the amount then allocated to and no longer required for such Category, will be reallocated by the Bank to Category (C).

(b) If the estimated costs of items included in Category (A) shall increase, the amount equal to the portion, if any, of such increase to be financed out of the proceeds of the Loan will be reallocated by the Bank, at the request of the Borrower, from Category (C) to Category (A). Provided, however, that such reallocation is available in the same currency.

## Schedule 4

### Amortization Schedule

	Due Date	Amount
		(in Korean Won)
1	July 20, 2030	
2	January 20, 2031	
3	July 20, 2031	
4	January 20, 2032	
5	July 20, 2032	
6	January 20, 2033	
7	July 20, 2033	
8	January 20, 2034	
9	July 20, 2034	
10	January 20, 2035	
11	July 20, 2035	
12	January 20, 2036	
13	July 20, 2036	
14	January 20, 2037	
15	July 20, 2037	
16	January 20, 2038	
17	July 20, 2038	
18	January 20, 2039	
19	July 20, 2039	
20	January 20, 2040	
21	July 20, 2040	
22	January 20, 2041	
23	July 20, 2041	
24	January 20, 2042	
25	July 20, 2042	
26	January 20, 2043	
27	July 20, 2043	
28	January 20, 2044	
29	July 20, 2044	
30	January 20, 2045	
31	July 20, 2045	
32	January 20, 2046	
33	July 20, 2046	
34	January 20, 2047	



35	July	20, 2047
36	January	20, 2048
37	July	20, 2048
38	January	20, 2049
39	July	20, 2049
40	January	20, 2050
41	July	20, 2050
42	January	20, 2051
43	July	20, 2051
44	January	20, 2052
45	July	20, 2052
46	January	20, 2053
47	July	20, 2053
48	January	20, 2054
49	July	20, 2054
50	January	20, 2055
51	July	20, 2055
52	January	20, 2056
53	July	20, 2056
54	January	20, 2057
55	July	20, 2057
56	January	20, 2058
57	July	20, 2058
58	January	20, 2059
59	July	20, 2059
60	January	20, 2060

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※ Note : Each installment will be filled in when the amount of the Sub-loan is fixed in accordance with Section 3.01 of the General Terms and Conditions, and will be finalized after the final disbursement in accordance with paragraph (b) of Section 3.02 and 7.05 of the General Terms and Conditions.

## Schedule 5

### Employment of Consultants

1. The services of consultants shall be utilized in carrying out of Project preparation work, particularly with regard to pre-F/S, F/S, PED, DED, Social and Environmental Safeguard Assessment Studies and other engineering work.
2. The selection and employment of the consultants shall be subject to the provisions of this Schedule and the Bank's "Guidelines for the Employment of Consultants under the EDCF Loan" (hereinafter called the "**Consultant Guidelines**"), as amended from time to time.
3. The Eligibility of the Consultant(s) shall be as follows:
  - (1) Nationals of the Republic of Korea (including juridical persons incorporated in the Republic of Korea in accordance with its laws and regulations; hereinafter the same shall apply)
  - (2) Consortiums built by nationals of the Republic of Korea with the corporations set up in accordance with the laws and regulations of the Borrower's country in which nationals of the Republic of Korea hold more than 50% of shares or have the de facto decision-making rights
4. The Borrower shall, through the Project Implementing Agency, employ the Consultant through the Bank's general selection procedures specified in the Consultant Guidelines.
5. The terms of reference, evaluation of proposals, and execution of contract shall be subject to review of the Bank in accordance with the procedures set forth in Annex 1 of the Consultant Guidelines.
6. The method of selection procedure shall be submitted to the Bank for its review.
7. Procurement plan shall be furnished to the Bank when Project Executing Agency applies Sub-loans for the Bank's approval. However, such Bank's approval can be omitted as the case may be.
8. All taxes, duties, and levies imposed on Engineering Services in the Republic of the Philippines provided by the Consultants for the implementation of the Project shall be either exempted or borne by the Borrower.

## Schedule 6

### Disbursement Procedures

1. Disbursements of the Loan shall be made through Direct Payment Procedure.
2. The Bank's "Disbursement Procedures under the EDCF Loan"(hereinafter called the "**Disbursement Procedures**"), which have been furnished to the Borrower, as amended from time to time, shall be applied to disbursement of the Loan.



## Schedule 7

### Application Form

Dated:

To: Ministry of Economy and Finance

Cc: The Export-Import Bank of Korea  
Project Implementing Agency

From: *[the Borrower]*

This PK-PPF Application (Application # [•]) is hereby made pursuant to the Facility Agreement dated [•] by and between the Export-Import Bank of Korea (the "**Bank**") and [ ] (the "**Borrower**") (the "**Facility Agreement**"). All terms used herein have the same meaning as defined in the Facility Agreement. Details of the Application are as follows:

#### 1. Proposed Sub-projects

Sub-Project No.	Project Title
SP1	
SP2	
SP3	

#### 2. Proposed Bid and Engineering Services for Sub-projects

Bid No.	Proposed Engineering Services	Sub-projects (clustering)
<i>Bid 1</i>	<i>Pre-feasibility studies</i>	<i>SP1 + SP2 + SP3</i>
<i>Bid 2</i>	<i>Social and Environmental Safeguard Assessment Studies</i>	<i>SP1 + SP3</i>

\* There shall only be 1 contract per bid. Total cumulative number of Contracts under PK-PPF shall not exceed 15.

### 3. Cost Estimates of each Bid

(Bid No. )

Component	EDCF		GPH
	Foreign	Local*	Local
1. Base Cost			
Pre-F/S			
F/S			
DED			
Safeguard Assessment			
Studies			
Other Studies			
2. Contingencies			
3. Service Charge			
4. Taxes and Duties			
Total Cost			

*\*Local Portion of EDCF shall not exceed 49% of total EDCF loan*

**4. Information on each Sub-projects:** enclosed as attachments

**5. Status of Facility**

Total Facility	Proposed Loan amount	Remaining Balance
U\$50M		

## **I. Information on each Sub-project**

1. Name:
2. Objective:
3. Rationale (Consistency in Philippine Development Plan, Readiness of the Sub-project, etc.)
4. Indicative Work Scope of Sub-project
5. Site of Sub-project
6. Estimated Sub-project Cost
7. Proposed Engineering Services for Sub-project

## **II. Engineering Services Schedule**

### **1. Implementation Schedule**

(Example: F/S)

Major Milestones*	Expected Completion Date
Commencement	Upon Signing of Contract
Inception Report	[•] month after contract signing
Interim Report	[•] month after contract signing
Draft Final Report	[•] month after contract signing
Final Report (Approval)	[•] month after contract signing

\* Milestones can be changeable considering features of each Engineering Service.

### **2. Expected Completion Date**

## **III. Proposed Loan Amount for the Engineering Service for Sub-project**

Subject to the terms and conditions of the Facility Agreement, a loan facility for the proposed Sub-project called [•] shall be an amount in Korean Won not exceeding the equivalent of [•] US Dollars.

## **IV. Procurement Plan**

### **1. General consideration**



Employment of consultants shall be conducted with due attention to considerations of economy, efficiency, transparency and non-discrimination. The responsibility for the award and administration of contracts under the project rests with the Borrower.

2. Project Implementing Agency: [●]
3. Laws and regulations regarding employment of consultants:
  - a) GPH Law, construed and interpreted in accordance with the laws of the Republic of the Philippines and generally accepted International Practices.
  - b) Guidelines for the Employment of Consultants under the EDCF Loan.
4. Outline of Terms of Reference (for each engineering service)
5. Employment method: General selection (Limited competitive among short-listed Korean consultants) stipulated in the "Guideline for the Employment of Consultant under the EDCF Loan"
6. The Eligibility of the Consultant(s) shall be as follows:
  - a) Nationals of the Republic of Korea (including juridical persons incorporated in the Republic of Korea in accordance with its laws and regulations)
  - b) Consortiums built by nationals of the Republic of Korea with the corporations set up in accordance with the laws and regulations of the Borrower's country in which nationals of the Republic of Korea hold more than 50% of shares
7. Employment schedule

	Document	Bank's Approval	Proposed Schedule	Conditions
1	Request for assistance for preparation of proposal (RFP) including Invitation for Proposals (IFP) and Terms of Reference (TOR)	N.A		(if necessary)
2	Submission of RFP	Prior		Before invitation
3	Request for information about consultants	N.A.		(if necessary)
4	Submission of Short List	Prior		Before invitation

5	Evaluation Report of Proposals	Prior		Before inviting highest- rank consultant
6	Contract	Post		After executing contract

**V. Special features to be considered (if any)**