



**One Bohol Power Distribution Utilities
Joint Competitive Selection Process (1BP DU JCSP)**

Headquarters: BOHECO I Main Office Bldg., Cabulijan, Tubigon, Bohol 6329
Telefax: (038) 508-8095, Email Address: 1boholpowerdu@gmail.com

**JOINT COMPETITIVE SELECTION PROCESS THROUGH AN OPEN BIDDING
FOR LONG-TERM (2024-2033) POWER SUPPLY**

SUPPLEMENTAL BID BULLETIN NO. 02A-2020

DATE : October 23, 2020
TO : All Prospective Bidders
SUBJECT: 1BP DU JCSP's Supplemental Bid Bulletin No. 02a-2020

This Supplemental Bid Bulletin No.02a-2020 is the revision of the recently issued Bid Bulletin No.02. Revisions or rephrasing made herewith is highlighted with color YELLOW for easy recognition. This Supplemental Bid Bulletin No. 02a-2020 shall form part of the Bidding Documents. Any terms, conditions and provisions in the Bidding Documents and in previously issued Bid Bulletins (Bid Bulletin Nos. 01 & 02) inconsistent with this Supplemental Bid Bulletin No. 02a-2020 are hereby amended, modified and superseded accordingly.

REFERENCE ITEM	CLARIFICATIONS / INQUIRIES OF BIDDERS	ANSWERS - 1BP DU JCSP
AC ENERGY PHILIPPINES, INC.'S (ACEPH)		
Open Forum	We just want to reiterate the requirement on the in-island power plant. Will that be the final decision of the TPBAC and the DU?	Yes, 1BP requires an in-island power plant.
Open Forum	Will an off taker be allowed to participate in the bidding? An off taker being one who just purchases the electricity output from a generator.	No, 1BP does not allow off-takers in this transaction.
AGGREKO ENERGY RENTAL SOLUTIONS, INC.		
Open Forum	Since 1 BP DU TPBAC will still conduct an internal evaluation prior to announcing the winner, will the submitted bids be opened on the day of submission itself?	Yes. The financial and technical offers will be opened on the date as specified in the revised schedule of activities.
Open Forum	It was earlier confirmed that the original bid price will be maintained throughout the contract, but can 1 BP DU confirm that technology change during the contract will be allowed provided it is cost neutral?	Yes. That is allowed provided that 1BP shall pay for the contract price only.
Open Forum	Just to clarify a previous point, can 1 BP DU confirm that a bid based on a portfolio of plants be allowed? And price for such a bid	1BP will not contract two power plants for the same capacity, but instead requires only a replacement power including during power



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	will be based on the weighted average of the source plants? If so, may we suggest that an illustration of how this will be computed be provided in the final ITB?	<p>supply islanding.</p> <p>1BP will contract for a single plant and plant type (for outside-Bohol plant) and single contract price only. However, 1BP does not discount the possibility that during actual operations, and in case of unavailability of the offered Outside-Bohol power plant, the bidder may assign 1BP's committed supply to any of its portfolio of plants. At any rate, 1BP shall pay for the contract price only.</p> <p>On the other hand, bidder may offer multiple plants and plant types as in-island plant. This offered plant/s may form part of its portfolio of plants.</p>
ZoomChat	It was raised that the possible option of bidding based on an on-island power plant but actually supplying the power during contract operations from external power sources. If this is allowed, the evaluation of the submitted bid will not include transmission and rental charges as per bid rules so this is to the bidder's advantage. A bidder who bids an external source will be relatively penalized, however. If the bidder is already considering scenario described above, isn't it just a way to circumvent the evaluation process? Meaning bid one way to gain an evaluation advantage and implement another way? Maybe a point for the TPBAC and TWG to consider.	1BP does not discount the possibility that during actual operations, and in case of unavailability of the offered power plant, the bidder may assign 1BP's committed supply to any of their portfolio of plants. At any rate, 1BP shall pay for the contract price only.
AP RENEWABLES, INC.		
Open Forum	In the event that we will be already commencing construction of the facility, will there be any assistance extended by the Bohol provincial LGU in securing the necessary permits that would be required for the construction of the facility?	<p>Basically, the incentives and special assistance to power ecozone locators are cited under Section 4, of EO No.27 series of 2017.</p> <p>Further, it is the Provincial Government of Bohol (PGB) thru its assigned office (BIPC) which will provide assistance on this matter. Bidder may consider coordinating with the PGB.</p>
Open Forum	In the documents that were provided in the sending of the Bid Bulletin specific to the document Set No. 3: 1BP MOA (Original), we have observed that both BOHECO I and BOHECO II have already attached their Board Resolutions authorizing the	We will be providing that along with the Supplemental Bid Bulletin.



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	<p>transaction, also indicating the composition of the Board of directors of BOHECO I and BOHECO II.</p> <p>May we request and inquire if there are also similar documents for BLCI, to complete the set of official documents?</p>	
Chat/Open Forum	Regarding the Exchange of MW question, since the PSAs will be signed separately by the 3 Utilities, what will be the basis or authority for exchange in MWs since there are 3 separate contracting entities	1BP will remove or no longer consider/reinstate the exchange in MW provision.
BOHOL HYBRID ENERGY CORPORATION		
Open Forum	When will the Financial Bid form excel sheet be provided? This is the excel sheet that calculates the bid price and we assume that this will be provided prior to the bid but we just need to have an advanced preparation for our bid forms, so we need to know when.	As reflected in the first bid bulletin, the excel file will be provided along with the FITB on October 28, 2020.
Open Forum	Will the opening and evaluation of bids and the declaration of the winning bid will be done on the same day or are you foreseeing several days to do that?	No. The declaration of Winning Bidder will be pursuant to the provisions of ITB 29, 30, 31 and 32.
Open Forum	Will the winning bidder be allowed to change its configuration, at a later time, if its more beneficial to the consumers?	No. 1BP shall stick to the original contract price.
Zoom Chat	Do you allow changes in shareholders of the winning bidder after the bidding?	Such action/event is beyond the control/jurisdiction of 1BP. As long as (1) the juridical personality of the winning bidder is the same, (2) the terms of the transaction are the same, and (3) 1BP is adequately informed of the ownership changes, 1BP don't see any reason to disallow this.
FDC MISAMIS POWER CORPORATION		
Open Forum	We would like to clarify regarding energy offtake if it is 50 percent or 70 percent? As per TOR, 1BP DUs shall have the right to Schedule a Dispatch at least 50% of its Contracted Capacity in accordance with the agreed dispatch protocol. Will this be revised?	The energy offtake is 70 to 100 percent, arranged from 70 to 100 percent. The dispatch of 50 percent is on an hourly basis. While the 70 minimum energy offtake (MEOT) percent shall apply on a monthly basis during the billing period.
FIRST GEN CORPORATION		



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Open Forum ITB 15.2c p23	The Variable Cost No. 2 (fuel) component, if proposed to be passed-through based on CIF price or to be indexed based on nominal or reference market price shall be set using 'delivered' fuel price on September 2019. Based on the above statement, what if our diesel fuel specification is not IFO 380, can we propose a pass through fuel cost based on CIF price? What will be used for the LCOE evaluation, will it still be IFO 380?	Updates in Table 4 and Table 7 will be reflected in the FITB incorporating the Crude Oil as reference price instead of purely diesel. Thus, all fuel prices including inflation related to Crude Oil will be referenced to this price.
Open Forum	Is the Exchange of MW allowed by DOE and ERC?	1BP will remove or no longer consider/reinstate the exchange in MW provision.
Open Forum IM 1.6.2 p19	If the power plant is ready by COD but is unable to synchronize to the grid because of the needed upgrades to the NGCP substations, will there be penalties to the GENCO?	If upon investigation and evaluation, the GenCo is not at fault of the delay, there will be no penalties to be imposed.
ITB-15.2 (g) Dispatch Type (p24)	Will the 70% MEOT per month be strictly implemented, with no carry-over mechanism for succeeding months?	Yes. There shall be no carry-over mechanism for succeeding months.
ITB TOR Schedule of Delivery p53	Where is the Delivery point of power?	NGCP Metering Points of 1BP DUs' Substations
IM 1.6.2 p19	Are Ubay and/or Corella S/S capable to receive capacities of up to 83MW? If not yet, will NGCP be able to upgrade these S/S by 2024? If not, who will be responsible for the required necessary upgrades in the Ubay / Corella Substations?	Yes Ubay and Corella are capable to receive capacities up to 83 MW but when upgrades are needed, NGCP has sufficient time to plan and execute the upgrades if needed.
ITB 4.3b p10	Will power barges qualify as an inland plant?	Power barges are qualified as in-island power plant.
ITB-13.2.7 iii p.17	A certification under oath from Bidder's responsible officers that the Bidder is free and clear of all liabilities with the government. Can we propose the following change: FROM: ""free and clear of all liabilities with the government"" TO: ""free and clear of all outstanding tax liabilities with the government.""	1BP is amenable to this provision.
ITB Annex C-1 p.62	May we request that the evaluation form allow inputs for VATable and nonVATable components of the price?	No, 1BP will consider only the evaluation methodology as provided in ITB-27 that includes the charging of VAT to applicable components.



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ITB 15.2c p23	<p>The Variable Cost No. 2 (fuel) component, if proposed to be passed-through based on CIF price or to be indexed based on nominal or reference market price shall be set using 'delivered' fuel price on September 2019.</p> <p>Based on the above statement, what if our diesel fuel specification is not IFO 380, can we propose a pass through fuel cost based on CIF price? What will be used for the LCOE evaluation, will it still be IFO 380?</p>	<p>Updates in Table 4 and Table 7 will be reflected in the FITB incorporating the Crude Oil as reference price instead of purely diesel. Thus, all fuel prices including inflation related to Crude Oil will be referenced to this price.</p>
ITB 15.2c p23	<p>In the actual PSA, can we indicate our own fuel indexation outside the references indicated in Table 4 to reflect actual fuel cost?</p>	<p>No, fuel indexation shall only be referenced to the market as specified in the ITB. Bidders shall design its financial proposal to cover the difference in their actual reference markets.</p>
ITB 27.4 p35	<p>Can the Bidder use the fuel inflation factor of other commodities regardless of fuel type (i.e. Natural Gas to use fuel inflation factor of Crude Oil, Average)? If yes, will this also apply to the actual contract?</p>	<p>No, fuel inflation factor shall be consistent with the fuel-type offered. Both shall be reflected in the contract.</p>
ITB TOR Commercial Operation Date p53	<p>If the new plant is not yet available by 2024, will replacement power be acceptable at the same contract price?</p>	<p>Yes, penalties still apply in case of delay in COD, or failure of delivery of power or failure of provision of replacement power. Part of the intention of this transaction is to put up a plant with commercial operation date on or before December 26, 2023.</p> <p>Penalties shall be equivalent to one-tenth of one percent (0.001) of the cost of unperformed portion for every day of delay. Aside from this, the winning bidder shall also provide the replacement power to the 1BP DUs and any incremental price difference between the replacement power and contract price shall be charged to the winning bidder.</p> <p>On the other hand, if islanding occurs, and therefore so is the failure of delivery of replacement power, the bidder shall pay the total opportunity cost of the three DUs' due to the absence of power supply during islanding, equivalent to the DUs' estimated DSM revenues. Since there is no replacement power, bidder will also not pay any cost of replacement power.</p> <p>All these shall be reflected in the reference PSA.</p>



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ITB Section 13.2(3)	Since the current Mayor's permit will be valid only until December 31, 2020, can we still submit the 2020 permit given that the application for renewal will be processed in January 2021?	Yes, it is acceptable, however the 2021 Mayor's permit shall be submitted during the post-qualification of bids.
ITB Section 13.3	If the intended participating bidder is an SPV and does not currently own or operate a plant, can we submit technical information on a plant owned by an affiliate of the SPV?	No, all eligibility requirements shall be that of the participating bidder.
ITB Section 13.4	According to ITB, complete set of financial statements include financial ratios. If an intended participating bidder is an SPV and its AFS submitted to BIR/SEC does not have financial ratios, will the AFS of the SPV suffice? Or do we need to submit the SPV's AFS along with the consolidated AFS of the parent company?	A separate sheet intended for financial ratios that is certified true and correct, notarized together with the AFS of the participating bidder must be submitted. Granting the participating bidder is a newly formed SPV, a consolidated AFS of the parent company is required supported with the individual AFS of the members of the SPV.
Bid Bulletin p. 18 (ITB-2 Definition of Terms Definition of Bidder and Prospective Bidder (p.s 3 & 7))	Does 1BP have to be informed prior to the bid submission that the prospective bidder assigned its affiliate/subsidiary to participate in the bid? What document has to be shown as proof of assignment?	The 1BP shall be notified of the assignment on or before the deadline of payment of Participation Fee. A corporate secretary's certificate indicating the assignment of its subsidiary/affiliate or parent/holding together with the GIS of the assigned participating bidder to prove their legal relationship shall be required.
Executive Order No. 27-2017 Section 3	What is the criteria to be a qualified entity?	Please refer to the Provincial Government of Bohol.
Executive Order No. 27-2017 Section 3	May we request for a copy of the Comprehensive Land Use Plan mentioned?	Please refer to the Provincial Government of Bohol.
Executive Order No. 27-2017 Section 3	Required term of investment is no less than twenty years, how can this be reconciled with the 10-year contract term of 1BP?	After the 10-year contract term, the bidder may sell its generation either to the market, other DUs outside Bohol or to 1BP DUs through another CSP for the expired PSA.
Provincial Ordinance 2014-15	According to EO 27 Series of 2017, a qualified registered enterprise are provided with fiscal and non-fiscal incentives. How does an enterprise become qualified and registered under the Provincial Ordinance 2014-15? Is there any assistance to be provided by 1BP to the winning bidder in processing the requirements?	Basically, the incentives and special assistance to power ecozone locators are cited under Section 4, of EO No.27 series of 2017. Further, it is the Provincial Government of Bohol (PGB) thru its assigned office (BIPC) which will provide assistance on this matter. Bidder may consider coordinating with the PGB.
Provincial Ordinance 2014-15 Chapter 8 Section 20 (a)	<u>It is stated that the registered enterprise shall be provided tax credit; provided that the said infrastructure shall be open for public use. What is meant by public use and how would it apply to a power plant?</u>	The generation of the power plant is used by the general public (Boholanos), however for further clarification, please refer to the Provincial Government of Bohol.



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ITB 27.4 p35	Can we clarify how the fuel inflation factors for LNG Japan were derived?	It is a ratio of Fuel Cost of a given year over the Fuel Cost of the base year. If there are clerical errors in the derivation of the inflation factors as reflected in Table 7, the data will be updated in the release of FITB.
ITB 22.1	If in case 2 proposals were submitted by 1 bidder, this is the only bidder who submits the bid, does it mean that 1bp will consider this as failure of bid?	Yes, it will result to Failure of Bidding as provided under ITB-38.
Bid Bulletin 01-2020 p11	Based on the SBB released, 1BP will require physical presence in case travel restrictions are relaxed. Will 1BP consider and release guidelines for virtual appearance if the bidders still feels uncomfortable to travel given that there is still pandemic?	Yes, 1BP will release a guideline relative to virtual attendance of the Bid Opening.
IM 1.4.3 p14	How much is 1BP's provision for bad debt? This is what percentage of annual revenues/receivables?	For Due Diligence-related queries, this will be addressed to and answered separately by each DU upon written request.
	What is the historical write-off amount of each 1BP DU? Any receivables that 1BP DUs expect to write-off in 2020?	For Due Diligence-related queries, this will be addressed to and answered separately by each DU upon written request.
	Does 1BP expect to experience a positive bottom line in 2020 (i.e. considering BOHECO I only returned to profitability in 2018 and BOHECO II did the same only in 2018)?	For Due Diligence-related queries, this will be addressed to and answered separately by each DU upon written request.
	Aside from Power, what is the biggest expense item of each 1BP DU?	For Due Diligence-related queries, this will be addressed to and answered separately by each DU upon written request.
	What are the EBITDA figures in 2019, 2018, & 2017 for the 3 DUs?	For Due Diligence-related queries, this will be addressed to and answered separately by each DU upon written request.
	Any major planned acquisitions/expansion plans? If yes, please provide details. How will it be financed – equity or debt?	For Due Diligence-related queries, this will be addressed to and answered separately by each DU upon written request.
IM 3.6 p45	Please provide the names of the Top residential customers from each of the 3 DUs and their average monthly bills in case the "Assignment of Receivables" scheme will be put in place.	This will be provided upon finalization of the PSA.



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IM 3.6 p44	Will there be cross guarantees stated in the contracts among the 3 DUs in case any one of them fails to pay their obligations to the winning power supplier?	No, there will be no cross guarantees between DUs. Should one of them fail to pay its obligations, the supplier may apply the remedies as provided in the PSA.
ITB 13.3.2 p17	If Bidder is still in the process of forming a new entity, can it opt not to submit 13.3.2 (matrix of power plants owned and operated)?	Yes, if the requirement is not applicable, bidder shall indicate it in the checklist of requirements.
ITB-27.5 p35	<p>"The percentage of fuel price (Variable Cost No. 2) which is proposed to be indexed will be inflated according to Fuel Inflation Factors shown in Table 7 (i.e., the September 2019 fuel price will be multiplied by the inflation factor for the given year)".</p> <p>Since the Fuel Inflation Factors are to be applied to the VC2, which is the September 2019 fuel price, all growth rates provided in Table 7 must be computed based on the following formula:</p> <p>Fuel Inflation Factor year = World Bank Forecast year ÷ September 2019 World Bank Commodity Price (see tab "Sample Computations")</p>	Inflation Factor is the ratio of Fuel Cost in a given year over the Fuel Cost of the base year. Any clerical error in the derivation of the inflation factors as reflected in Table 7 will be updated in the FITB.
ITB Annex D-4 p77	3. (Bidder's name) will not submit more than one Proposal in this Bidding process; ---> can this statement be taken out given that multiple proposals from the same Bidder are allowed?	1BP will delete this item to be consistent with our declarations on multiple proposals.
GENCO18 ENERGY INTERNATIONAL CORPORATION		
Open Forum	Does the 1BP came up with a better and reasonable answer to lower the cost of the LCOE? For the foreign partnership, are there any restrictions?	If the question refers to the 10-year contract term of the 1BP, that is status quo. 1BP does not intend to increase the contract term.
Open Forum	<p>In ITB 27.11, Directly embedded to the distribution network.</p> <p>Will the GENCO not be charged transmission cost if they are located within the distribution network of all DUs or is this referring to only one DU?</p>	If the winning bidder's offer upon bid evaluation is embedded to the distribution network of the three (3) DUs, the annual capacity to be embedded per DU shall not be less than the respective annual committed capacity per DU, notwithstanding the limitations of its substations and distribution networks. Otherwise, any transmission cost that would arise shall be borne by the winning bidder/supplier. This shall be clearly specified in the FITB and reference PSA.
Open Forum	Where can we get a copy of the September 2019 reference price as well as the May 2019 reference prices.	To clarify, all prices will be referenced to the same date, which is September 2019. All clerical errors will be updated in the FITB.



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	For the inflation rates Table 6, what if the inflation will increase due to the COVID effect, can we change the inflation at the current actual rate?	The September 2019 prices will be provided in the FITB. These will be used during bid evaluation to determine the base year price, and for future price escalation, if any.
ITB-27.3	Request: ITB-27.3 the CUF price base on May 2019 reference price. Can we request Copy of the May 2019 reference price and the excel form annex c-2	To clarify, all prices will be referenced to the same date, which is September 2019. All clerical errors will be updated in the FITB.
GLOBAL BUSINESS POWER CORPORATION		
Open Forum	<p>Based on the Bid Bulletin, the bidder is allowed to offer a portfolio of plants. Is a bidder allowed to have a portfolio of outside Bohol plants as its baseload plant in addition to the required in-island plant? For example, the contracted capacity of the 1BP DUs will be supplied by various plants in bidder's portfolio in order to meet their total capacity requirements for the life of the PSA.</p> <p>And if this is allowed, and the plants in the bidder's portfolio of outside Bohol plants have different fuel types and fuels cost, will the bidder, for the fuel cost component in the financial offer, be allowed to input a fuel mix as basis for the figure in variable cost No. 2 where bidder will have a corresponding percentage allocation for each plant or fuel type?</p>	<p>1BP will contract for a single price only. We will not contract two power plants for the same capacity, but instead require only a replacement power including during power supply islanding.</p> <p>Further for an outside-Bohol plant, 1BP will contract for a single plant and plant type only but we do not discount the possibility that during actual operations, and in case of unavailability of the offered outside-Bohol power plant, the bidder may assign 1BP's committed supply to any of its portfolio of plants. At any rate, 1BP shall only pay for the contract price.</p> <p>While for an in-island plant, the bidder may offer multiple plants and plant types. This offered plant/s may form part of its portfolio of plants.</p>
Open Forum	To clarify, assuming this portfolio of plants be allowed, our understanding is only one price will be submitted by the bidder in its bid proposal. The basis of that one tariff is the tariff of these power plants put together, so it's still just one offer although the supply itself will be coming from a portfolio of plants.	<p>1BP will contract for a single price only.</p> <p>For an outside-Bohol plant, 1BP will contract for a single plant and plant type only but we do not discount the possibility that during actual operations, and in case of unavailability of the offered outside-Bohol power plant, the bidder may assign 1BP's committed supply to any of its portfolio of plants. At any rate, 1BP shall only pay for the contract price.</p> <p>While for an in-island plant, the bidder may offer multiple plants and plant types. This offered plant/s may form part of its portfolio of plants.</p>



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Open Forum	Using the definition of FM (Force Majeure) provided in the TOR, if an FM event cause power supply islanding and disconnection of Bohol from the grid, will the plant be excused from performing its obligations including to deliver energy as a result of FM? Will the plant be penalized if it is unable to supply the capacity of 1BP DU as a result of an FM event?	Since 1BP requires an in-island plant, only Force Majeure events that occur inside Bohol will be considered as FM as far as this transaction is concerned. Force Majeure shall be clearly defined in FITB.
Open Forum	We suggest to properly define the term "islanding" when the in-island plant will be required to deliver energy. And to distinguish it from Force Majeure which results in islanding.	1BP will properly define "islanding" and "Force Majeure" in the FITB. Power supply islanding refers to the following situations: (1) Bohol sub-grid is totally electrically isolated from the grid (absence of all its interconnectivity); (2) Partial isolation from the grid where the full delivery of contracted capacity of 1BP DUs will be constrained.
Open Forum	If the GENCO's plant capacity is only enough to cover the first few years of the PSA's but it intends to expand its capacity through installation of additional units to meet the requirement for the succeeding years, will this be allowed? If allowed, what supporting documents will be acceptable as proof of capacity expansion?	Yes, it is allowed. As long as the supplier can provide the minimum dependable capacity of 1BP per contract year. Otherwise, penalties shall apply. In this case, the bidder shall submit a technical proposal as provided in all applicable sections of the ITB as part of its bid.
ZoomChat	There seems to be conflicting responses from the TPBAC regarding the option for a Bidder to offer a portfolio of plants. We note that in the ITB, it is stated that "The in-island plant must be part of the Genco's portfolio of plants that will be readily available as the circumstances requires it to operate." In response to our question, the TPBAC responded that the DUs will only be contracting with one plant. In response to a question from TVI earlier, the TPBAC responded that if a Bidder is offering a portfolio of plants, they should be of the same technology. However, in one of the questions raised by Aggreko, the TPBAC responded that a portfolio of plants is not allowed. May we know if Bidder is allowed to offer a portfolio of plants so long as each DU will enter into 1 PSA only, with the PSA providing that the source of energy may come any of the Bidder's offered plants?	1BP will contract for a single price only. For an outside-Bohol plant, 1BP will contract for a single plant and plant type only but we do not discount the possibility that during actual operations, and in case of unavailability of the offered outside-Bohol power plant, the bidder may assign 1BP's committed supply to any of its portfolio of plants. At any rate, 1BP shall only pay for the contract price. While for an in-island plant, the bidder may offer multiple plants and plant types. This offered plant/s may form part of its portfolio of plants.
Bid Bulletin 01-2020 p. 10 ITB-Annex C-1: Financial	Assuming a scenario where Bidder offers a combination of in-island plant and outside Bohol baseload plant with different fuel types and fuel costs. If Bidder opts for fuel to be pass-through,	1BP will not be contracting two power plants for the same capacity, but is requiring only a replacement power including during power supply islanding.



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Proposal Fuel Cost	how will implementation of this be done if the 2 plants have different fuel types? Will Bidder only be allowed to charge fuel based on the fuel type and fuel cost of the baseload plant? Or will Bidder be allowed to charge actual cost of fuel (e.g. fuel cost of in-island plant if energy is delivered by in-island plant and fuel cost of baseload plant if energy is delivered by baseload plant) since this is the nature of the pass-through scheme? If it's the former, won't this be a violation of the pass-through nature of fuel cost if Bidder will be charging the fuel cost of the baseload plant even if it is the in-island plant that delivered the energy?	Should the bidder's proposal be a combination of in-island plant and outside-Bohol baseload plant, the price components shall use references based on the outside-Bohol baseload plant which shall also be the prices to be reflected in the PSA. During actual operation, should the supplier assign 1BP's requirements to the in-island plant, the 1BP DUs shall only pay the contract price as reflected in the PSA. Hence, the in-island plant/s will be treated as replacement power. Further, it is an express provision of the PSA for the supplier to provide replacement power at contract price.
Bid Bulletin 01-2020 p. 10 ITB-Annex C-1: Financial Proposal Fuel Cost	We note that based on the Bid Bulletin, the Bidder is allowed to offer a portfolio of plants. Is the Bidder allowed to have a portfolio of plants as its "baseload plant" in addition to the required in-island plant? For example, the Contracted Capacity will be supplied by various plants in Bidder's portfolio in order to meet 1BP DUs' total capacity requirement for the life of the PSA. Assuming a scenario where portfolio of plants as baseload plant is allowed, and the plants in the Bidder's portfolio have different fuel types and fuel costs. For the fuel cost component in the Financial Offer, will the Bidder be allowed to input a fuel mix as basis for the figure in Variable Cost No.2 where there is a corresponding percentage allocation for each plant/fuel type?	1BP will contract for a single price only. For an outside-Bohol plant, 1BP will contract for a single plant and plant type only but we do not discount the possibility that during actual operations, and in case of unavailability of the offered outside-Bohol power plant, the bidder may assign 1BP's committed supply to any of its portfolio of plants. At any rate, 1BP shall only pay for the contract price. While for an in-island plant, the bidder may offer multiple plants and plant types. This offered plant/s may form part of its portfolio of plants.
Bid Bulletin 01-2020 p. 12 Exchange MW	Will exchange of MW be allowed by the ERC? If in the affirmative, we suggest to include a provision in the PSA indicating that the 1BP DUs shall refer to the aggregated Contracted Capacity & Energy stipulated in the TOR for settlements.	1BP will remove or no longer consider/reinstate the exchange in MW provision.
Bid Bulletin 01-2020 p. 14 ITB-14 Technical Proposal 14.3 (i) (1) (ii)	Will information/details of current shareholders (for corporations) or current partners (for partnerships) suffice for this requirement?	Yes.
Bid Bulletin 01-2020 p. 15 ITB-27 Evaluation of	If the plant is embedded into 1 DU, will the other 2 DUs pay all applicable transmission charges to the plant?	To emphasize, the capacity to be embedded per year per DU shall not be less than the committed capacity per DU, notwithstanding the limitations of its substations and distribution networks.



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Financial Proposal 27.11		
Bid Bulletin 01-2020 p. 16 ITB-Annex A Terms of Reference - Experience	In response to the question from GBP on certificates of good performance, 1BP stated that there is no minimum number of certificates of good performance. We note that the certificates of good performance are not part of the requirements under ITB-ANNEX B: CHECKLIST OF BID PROPOSAL REQUIREMENTS. Please confirm whether this is an absolute requirement. If in the affirmative, we request for the checklist to be revised accordingly.	1BP will update the checklist incorporating this requirement.
Bid Bulletin 01-2020 p. 18 ITB-2 Definition of Terms Definition of Bidder and Prospective Bidder (p. 3 & 7)	1BP stated that "All assignments shall be made and honored prior to the submission of bid/s." To clarify, does this mean that assignment to an affiliate will not be allowed after the bidding (e.g. period after the Winning Bidder is declared but prior to Commercial Operations Date)? Is there a specific provision in the PSA which covers assignment of the PSA?	If this refers to the assignability clause of the PSA during execution and operation, it will be incorporated in the PSA provided that terms and conditions are no less than that of the existing PSA.
Bid Bulletin 01-2020 p. 31 ITB-2 and ITB-3.5	In the example provided by the TPBAC, Company A which is a holding company may submit the bid. However, under the ITB, "Bidder" is defined as "a qualified Generating Company (GenCo) or its assigned subsidiary". If the Bidder is the parent, not subsidiary, of a GenCo will this be allowed? If in the affirmative, we request for the definition of "Bidder" to be amended accordingly.	Yes, assignment from subsidiary to parent/holding company is allowed. 1BP will amend the definition of prospective bidders in the FITB.
Bid Bulletin 01-2020 p. 40 ITB-13.2.1	1BP confirmed that for entities required to be registered under SEC, both DTI business name registration and SEC registration certificate shall be required. However, we note that partnerships and corporations are not required to register with the DTI. The name of the entity is approved only by the SEC. As such, we suggest to clarify that DTI business name registration will no longer be required for entities registered under SEC, especially considering that the original wording of 13.2.1 has the qualifier "whichever may be appropriate under existing laws of the Philippines".	Bidders are required to submit DTI business registration name and SEC registration certificate, except for partnerships and corporations that are not required to be registered with DTI.
Bid Bulletin 01-2020 p. 44	1BP confirmed that the 180 days validity of the Bid Security will start from the Bid Submission Date. Please clarify if this refers to the actual date of bid submission or the Bidding Date currently	It shall on the bid opening date which is January 08, 2021.



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ITB-16 Bid Security p. 25 16.2	scheduled on January 8, 2021? For example, if the bid is submitted on January 4, when should the validity of the Bid Security start -- January 4 or January 8?	
Bid Bulletin 01-2020 p. 47 ITB-22 pg. 29	1BP confirmed that only the Participating bidder (either the Bidder who paid the bidding fee, or its assigned subsidiary/affiliate) can submit multiple proposals. If the Bidder who paid the bidding fee is a holding company, can it submit multiple bids through different subsidiaries, provided that an additional 350K is paid for each bid submission?	No, the multiple proposals submitted shall come only from the same legal entity that is subject to separate bidding fees (total of P350k, as revised), as specified in ITB-22.1. Illustrating further, Bid proposal 1 from Company A, Bid Proposal 2 still from Company A (and cannot be Company B) and Bid Proposal 3 still from Company A (and cannot be Company C).
Bid Bulletin 01-2020 p. 49 TOR - Contract Duration	1BP confirmed that the 10-year limit for PSAs was extracted from an ERC draft resolution provided on March 2019. Should the ERC issue a resolution granting a contract term of more than 10 years or if the ERC does not issue any resolution expressly prohibiting PSA terms of more than 10 years, shall the 1BP DU TPBAC reconsider and allow a longer term as approved/not prohibited by the ERC even after the issuance of the FITB?	No, as reflected in the Supplemental MOA of the 1BP, the contract years will be from 2024 to 2033 only. The shorter term is preferred by the 1BP, as we see this more beneficial to the consumers. For the record, the TPBAC was organized by the 1BP JCSP committee to spearhead and manage the CSP in accordance with the policy and procedures in the conduct of CSP. The TOR, along with this 10-year contract term, was formulated and agreed upon by the participating DUs during the planning stage with the direction that it will adhere to the Bohol Island Power Development Plan (BIPDP).
TOR - Force Majeure	Using the definition of FM provided in the TOR, if an FM event caused power supply islanding and disconnection of Bohol from the Grid, will the plant be excused from performing its obligations (including to deliver energy) as a result of the FM event? Will the plant be penalized if it is unable to supply the contracted capacity of 1 BP DUs as a result of an FM event? We suggest to properly define "Islanding" when the in-island be required to deliver energy and to distinguish it from Force Majeure resulting to Islanding.	Since 1BP requires an in-island plant, only Force Majeure events that occur inside Bohol will be considered as FM as far as this transaction is concerned. Force Majeure shall be clearly defined in FITB.
General	When will the respective franchises of BLCI, Boheco 1 and Boheco 2 expire?	1. BLCI - October 19, 2025 2. BOHECO I - February 9, 2033 3. BOHECO II - June 11, 2030
General	Suggestion: Since the contract period is 10 years, the life of the power plant should be no more than 10 years by January 2023 so	Noted.



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	that it remains efficient and reliable during the entire duration of the contract.	
General	We note that the total demand in Bohol island is beyond 50 MW at the time of Commercial Operations Date. Will the winning bidder have an obligation to supply incremental demand (e.g. demand under live contracts and WESM purchases) in case of power supply islanding? Can the winning bidder be contracted under a non-firm arrangement if it has in-island capacity beyond the 1BP's projected demand?	No, the mandatory obligation of the winning bidder is to supply the minimum annual dependable capacity of each DU. Based on the approved TOR, it is a firm baseload requirement. Should there be any additional capacity requirement, either DU is obligated to subject it to another CSP, whether it be a firm or non-firm arrangement.
ITB-4 Scope of Bidding 4.3	What will necessitate the existence of power supply islanding? Will there be islanding only when both the Leyte-Bohol and Cebu-Bohol (for completion) interconnections are on outage? If in the affirmative, is this the only situation when the in-island power plant will be required to be dispatched (supposing an off-island plant will be the baseload plant)? Apart from the said situation, what other grid situation may warrant the requirement to dispatch the in-island power plant?	The in-island power plant shall supply the committed capacity of 1BP either in full or partially in the existence of power supply islanding that refers to the following situations: (1) Bohol is totally electrically isolated from the grid (absence of all its interconnectivity); and (2) Partial isolation from the grid where the full delivery of contracted capacity of 1BP DUs will be constrained.
ITB-27 Evaluation of Financial Proposal	We note that for purposes of financial evaluation, transmission charges (power delivery charges as clarified by the TPBAC) will be levied to the off-island power plant. Pursuant to applicable rules, the embedded plant should also be levied with transmission charges (AS cost only) since this is being adopted by NGCP for embedded generation above the regional threshold (5 MW).	The transmission charges to be levied to an off-island power plant does not include AS cost.
ITB-27 Evaluation of Financial Proposal, 27.10 Line Rental	The average LR reflected is a representative of a situation where there is congestion with the existing interconnection which puts off-island power plants in a disadvantaged position. With the expected completion of the Cebu-Bohol interconnection, the transmission bottleneck is expected to be addressed, thus the expected LR will not be as high. We suggest for the TPBAC to consider reflecting the expected LR with an assumption that the Cebu-Bohol interconnection is in already place or, as an alternative, to remove LR as part of the Financial Evaluation.	The average line rental price to be reflected in the evaluation does not include situations where Bohol is under line congestion.
ITB-27 Evaluation of Financial Proposal, 27.11 Transmission Charges	In case of embedded generation that are above the regional threshold (5 MW), who will pay the AS cost that NGCP will levy? Will it be paid by the 1BP DUs or by the embedded generator?	It shall be paid by the Supplier (embedded generator)



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ITB-27 Evaluation of Financial Proposal, 27.11 Transmission Charges	<p>We note that VAT has been imposed upon transmission charges starting January 2018 pursuant to RA 10963 (TRAIN Law). Transmission charges for the Year 2017 may not have been imposed VAT yet since NGCP followed its franchise law by imposing franchise tax only.</p> <p>Do the equivalent transmission prices for 2018 and 2019 already include the VAT? We suggest to either: 1) remove the VAT imposed for 2018 and 2019 so that the average is correct; or 2) adjust the formula as follows:</p> <p>Transmission Prices = (Ave 2018 and 2019) + 2017 x (1 + VAT)</p>	The average transmission charges reflected in Table 12 does not include VAT.
ITB-Annex A: TOR Plant Capacity ITB-Annex B: Checklist of Bid Proposal Requirements Technical Proposal	If the GenCo's plant capacity is only enough to cover the first few years of the PSAs but it intends to expand its capacity through installation of additional units to meet the requirements for the succeeding years, will this be allowed? E.g. if the capacity is only 80MW and the capacity will be expanded prior to year 6 to meet the additional requirements from Year 6 to 10. If allowed, what supporting documents will be acceptable as proof of future capacity expansion? In such case, will the GenCo be required to submit a Technical Proposal both under 2.A and 2.B of ITB-Annex B (as applicable to the expansion plant)?	Yes, the bidder shall submit a technical proposal as provided in all applicable sections of the ITB as part of its bid.
GNPOWER LTD. CO.		
Open Forum	In the event that the Bohol province is cut off from the grid (islanding), will the Winning Bidder who submitted a combination of outside and in-land power plants be allowed to charge the actual fuel cost of the latter?	No, 1BP will contract for a single price only, and that includes the fuel price.
Open Forum	We recognize that the aim of the CSP is to have a zero outage PSA, at the least cost. In view of this, we would like to inquire about the replacement power option/s for the Winning Bidder if an ""islanding"" scenario coincides with the in-island plant's scheduled maintenance. Will this scenario be considered as an event of FM?	No, the concurrence of islanding and scheduled maintenance of the in-island plant is not considered a Force Majeure event. Since 1BP requires an in-island plant, only Force Majeure events that occur inside Bohol will be considered as FM as far as this transaction is concerned. Force Majeure shall be clearly defined in FITB.
Open Forum	Are there any options for the replacement of power, given the islanding scenario?	Yes, penalties still apply in case of delay in COD, or failure of delivery of power or failure of provision of replacement power.



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Open Forum	But how can we source the replacement power? Provided that there's an islanding scenario in Bohol and the in-island plant is on maintenance. Does the TOR states that we should build two power plants or n-1 plant?	<p>Part of the intention of this transaction is to put up a plant with commercial operation date on or before December 26, 2023.</p> <p>Penalties shall be equivalent to one-tenth of one percent (0.001) of the cost of unperformed portion for every day of delay. Aside from this, the winning bidder shall also provide the replacement power to the 1BP DUs and any incremental price difference between the replacement power and contract price shall be charged to the winning bidder.</p> <p>On the other hand, if islanding occurs, and therefore so is the failure of delivery of replacement power, the bidder shall pay the total opportunity cost of the three DUs' due to the absence of power supply during islanding, equivalent to the DUs' estimated DSM revenues. Since there is no replacement power, bidder will also not pay any cost of replacement power.</p> <p>All these shall be reflected in the reference PSA.</p>
ZoomChat	<p>1. While we recognize that all bids are required to be denominated in PHP, we would like to confirm that this does not restrict the Winning Bidder to implement adjustments to its PHP Contract Price due to monthly FOREX adjustments upon PSA implementation.</p> <p>2. Given the number of queries/comments from the bidders, we would like to request for another pre-bidding conference prior the issuance of the FITB.</p> <p>3. We suggest for 1BP to indicate the exact date when Bidders can still submit additional queries before issuance of the FITB.</p>	<p>1. Only indexation and inflation factors can affect the base year price. Any incremental/decremental changes due to forex shall be borne/enjoyed by the bidder.</p> <p>2. As far as the queries/issues raised are concerned, 1BP TPBAC does not see any reason to conduct another pre-bidding conference.</p> <p>3. Until October 24, 2020, 11:59PM, further extending the deadline from October 23, 2020 since the 2nd Bid Bulletin was sent on October 22, 2020 already, instead of October 21, 2020.</p>
KEPCO SPC POWER CORPORATION		
Open Forum	Can the Genco be allowed to source Replacement Power from an in-island plant that is owned by a third party with which the Genco has a contractual relationship such as a Service Agreement?	Yes, it is allowed.



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Open Forum	Will a letter commitment from the owner of the in-island plant suffice to show the Genco's control over the generation facility? For purposes of the bidding submission.	The Service Agreement or a binding contract shall be required.
Open Forum	We are still at the bidding stage and you are already requiring a Service Agreement, isn't that premature?	The Service Agreement will be able to show control on the generating capacity of the plant. It is a valuable and essential requirement for the post-qualification and evaluation.
Open Forum	Can the TPBAC provide a clear definition of the term "islanding"?	1BP will properly define "islanding" and "Force Majeure" in the FITB. Power supply islanding refers to the following situations: (1) Bohol sub-grid is totally electrically isolated from the grid (absence of all its interconnectivity); (2) Partial isolation from the grid where the full delivery of contracted capacity of 1BP DUs will be constrained.
ZoomChat	KSPC Question additional question: ITB 15 Financial Proposal: How does TPBAC contemplate evaluating offers from LNG plant? Can we just use the Japan LNG Imports among the 3 Reference Fuel Prices because it's the closest actual fuel used in the plant? How would the TPBAC validate the transport and regassification costs, when it's non-existent yet in the Philippines?	1BP shall stick to only one reference fuel price for LNG, that is Japan LNG Imports.
1) ITB-4.3(b)	<p>"The in-island plant must be part of the Genco's portfolio of plants that will be readily available as the circumstances requires it to operate."</p> <p>QUESTIONS:</p> <p>1. In 1BP DU JCSP TPBAC's response to the query "how could an in-island plant be classified as part of the GenCo's portfolio," the TPBAC responded: "As far as this transaction is concerned, as the bidder exhibits control over this generating facility, then it will be part of its portfolio of plants. Control may either come from the following: (1) ownership; (2) subsidiary; (3) affiliate; (4) JVA; and (5) Consortium. Further, we will update the definition provided in the ITB-2."</p>	<p>1. 1BP may consider this definition.</p> <p>2. Letter of commitment from the owner of the in-island plant shall not be allowed. A service agreement or a binding contract is required.</p>



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	<p>Can the GenCo also be allowed to source replacement power from a third-party entity that is not a subsidiary, affiliate, joint venture partner, or consortium member of the GenCo, but which has or will have a contractual relationship (e.g., Power Supply Agreement or Service Agreement) with the GenCo to supply Replacement Power?</p> <p>If so, we request that ITB-4.3(b) be amended as follows:</p> <p>"4.3 Bidders may submit any of the following types of Bid Proposals:</p> <p>b) In-Island Plant and Outside-Bohol Baseload Plant. ... The in-island plant must be part of the Genco's portfolio of plants (through ownership by the GenCo itself, or by its subsidiary, affiliate, joint venture partner, or consortium member, or through a contractual relationship to supply Replacement Power between the GenCo and the owner of the plant) that will be readily available as the circumstances requires it to operate."</p> <p>2. If item (1) above will be allowed, can the TPBAC please confirm that, for purposes of the bid proposal, a letter of commitment from the owner of the in-island generating facility to the effect that in the event of islanding operations such facility will supply Replacement Power will suffice to show that the GenCo has "control" over the in-island generating facility, subject to the submission of the requirements under ITB-14.2 and 14.3?</p> <p>Thus, we request that ITB-6.1 be amended as follows:</p>	



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	<p>"6.1. To be eligible to participate in this Bidding, a prospective Bidder must exhibit control over generating capacity of power plant(s). For this purpose, the Bidder may submit proof of ownership of the generating facility by the Bidder itself, or by its subsidiary, affiliate, joint venture partner, or consortium member, or it may submit a letter of commitment from the owner of the in-island generating facility to the effect that in the event of islanding operations such facility will supply Replacement Power."</p>	
<p>2) ITB-4.3(b); Information Memorandum, footnote 6;</p>	<p>"During power supply islanding or unavailability of the outside-Bohol baseload plant (e.g. under maintenance outage), the in-island plant must supply the contracted power requirements of the 1BP."</p>	<p>Both Islanding and Force Majeure shall be clearly defined in FITB.</p>
<p>ITB-2</p>		<p>Power supply islanding refers to the following situations: (1) Bohol sub-grid is totally electrically isolated from the grid (absence of all its interconnectivity); (2) Partial isolation from the grid where the full delivery of contracted capacity of 1BP DUs will be constrained.</p>
	<p>QUESTION:</p>	
	<p>Can the TPBAC clearly define the term "islanding" in the ITB? While footnote 6 of the Information Memorandum defines islanding as the "unavailability of the Transmission system/s interconnecting the province of Bohol to the grid," this definition is incomplete and is not entirely accurate since it does not cover a situation in which the transmission systems are available, but the power supply from off-island sources is not available for any reason.</p>	<p>Since 1BP requires an in-island plant, only Force Majeure events that occur inside Bohol will be considered as FM as far as this transaction is concerned. The concurrence of islanding and scheduled maintenance of the in-island plant is not considered a Force Majeure event.</p>
	<p>Thus, we respectfully request the 1BP DU JCSP TPBAC to include the following definition in the ITB and PSA:</p>	
	<p>"Islanding refers to a situation in which the Bohol sub-grid becomes electrically isolated from the Visayas grid due to the following, without limitation:</p>	



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	i. unplanned outage due to a fault from the grid; or	
	ii. any planned outage.”	
3) Terms of Reference	<p>“Force Majeure. Extraordinary event which is not foreseen... 1BP DUs shall not be required to make payments for any of the following:</p> <ul style="list-style-type: none"> • Capacity that is unavailable • Capacity that it cannot accept.” <p>QUESTION:</p> <p>Can the TPBAC please confirm that a force majeure event will excuse the parties to the PSA from their respective obligations to provide and accept the contracted capacity only if such force majeure event affects the in-island generation, transmission, and distribution facilities? Please provide the definition of Force Majeure that will be reflected in the PSA, and please clarify how events of Force Majeure will affect the GenCo’s obligation to supply contracted capacity during islanding operations.</p>	<p>Power supply islanding refers to the following situations: (1) Bohol sub-grid is totally electrically isolated from the grid (absence of all its interconnectivity); (2) Partial isolation from the grid where the full delivery of contracted capacity of 1BP DUs will be constrained.</p> <p>The concurrence of islanding and scheduled maintenance of the in-island plant is not considered a Force Majeure event. Since 1BP requires an in-island plant, only Force Majeure events that occur inside Bohol will be considered as FM as far as this transaction is concerned. Both Islanding and Force Majeure shall be clearly defined in FITB.</p>
4) ITB-6.2,	<p>“A Bidder will be considered to have conflicting interests if a Bidder’s Officers or any authorized representatives are related by consanguinity or affinity up to the fourth civil degree to any member of the 1BP DU JCSP JTWG, the members of the 1BP DU JCSP TPBAC, and the 1BP DU JCSP TPBAC Secretariat.”</p>	<p>This is noted. 1BP DU will revise ITB-Annex D-4 Item No. 5 to be consistent with ITB-6.2.</p>



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ITB Annex D-4, par. 5		
	QUESTION:	
	There are a number of inconsistencies between the definition of conflict of interest in Section 6.2 of the ITB and the form of the certification attached as Annex D-4 of the ITB.	
	Can the TPBAC amend Annex D-4 to make it consistent with Section 6.2 of the ITB:	
	"5. Further, none of (Bidder's name)'s officers or any authorized representatives are related by consanguinity or affinity up to the fourth civil degree to any member of the 1BP DU JCSP JTWG, the members of the 1BP DU JCSP TPBAC, and the 1BP DU JCSP TPBAC Secretariat."	
MASINLOC POWER PARTNERS CO. LTD. (SUBSIDIARY OF SMC GLOBAL POWER)		
Open Forum	A Bidder intends to bid in the In-Island option but as of time of purchase of the Bid Docs it utilized an existing Outside-Bohol GenCo considering the absence of specific In-Island GenCo. In the submission of Bid Proposal including Bid Price, can the Bidder submit requirements and price pertaining to the In-Island ONLY or the Bidder should also submit minimum requirements for the Outside GEnCo but not pricing (Financial Bid)?	If MPPCL intends to assign its right to bid to its parent, subsidiary or affiliate, such assignee becomes the participating bidder. All requirements shall be complied by the participating bidder. In this case, it would be the in-island plant. MPPCL will no longer be in the picture. Any inconsistency and deficiency in the required documents shall be ground for disqualification.
Open Forum	Our outside is operational and available but the bid docs was bought using the outside plant. After all of this clarification, with the intent of in-island, when we submit the bid requirements and bid proposals, it will no longer cover Masinloc only an in-island? can the Bidder submit requirements and price pertaining to the In-Island ONLY, even if	If MPPCL intends to assign its right to bid to its parent, subsidiary or affiliate, such assignee becomes the participating bidder. All requirements shall be complied by the participating bidder. In this case, it would be the in-island plant. MPPCL will no longer be in the picture. Any inconsistency and deficiency in the required documents shall be ground for disqualification.



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	the outside plant was used for the purchase of bid docs? No more MPPCL?	
Open Forum	Is the Price Cap inclusive of all these requirements such as Outside Bohol generation cost at what fuel type, transmission charges from nearest to farthest GenCO to Bohol Province, replacement power during FM Events particularly an In-Island generating plant whether fossil-fired or renewable, if any, and the current PSA pricing structures and at what load profile/load factor?"	The Bid price cap comprises the total landed power cost comprising the generation charge, average transmission prices and average line rental charges. Generation charge is based on the lowest generation mix among the 3 DUs (excluding WESM prices) in 2019.
ITB – Bidding Documents	In case there is discrepancy between the Bid Documents (ITB and TOR) and the signed PSA, which shall prevail?	The PSA will prevail. This will be reviewed by both parties (respective 1BP DU and the Winning Bidder) prior to approval/signing. However, the contents of the PSA shall, as much as possible, stick to the terms of the final bid documents of this transaction.
ITB-14 Technical Proposal 14.3 – p. 22	<p>"i) Proof of Financial Capacity; ii) Information/details of founders and owners and their financial statements"</p> <p>Please clarify.</p> <p>What document can we submit to prove financial capacity of the Bidder? Is AFS sufficient?</p> <p>What details/information of founders and owners need to be provided?</p>	<p>1. No, bidder shall provide other proof such as those listed in ITB-14.3i. Otherwise, bidder shall be considered non-compliant to this requirement.</p> <p>2. General Information Sheet may suffice. However, should the bidder qualify for post-qualification and/or technical evaluation, additional documents to satisfy the "proof financial capacity" requirement may also be required.</p>
ITB-14 Technical Proposal 14.3 (h)(3) – p. 21	<p>"Include a list of power plants EPC projects of the contractor(s) in the last 5 years and the contact details of the clients of the EPC Contractor"</p> <p>Suggest to delete since this will require the consent of the EPC Contractor and its clients.</p> <p>What document can we submit in the alternative, if the consent/approval of the EPC Contractor and its clients have not been secured prior to Bid Submission?</p>	It is a mandatory requirement, hence, shall be provided upon bid submission.



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REFERENCE ITEM	CLARIFICATIONS / INQUIRIES OF BIDDERS	ANSWERS - 1BP DU JCSP
ITB Annex A Terms of Reference Contract Duration p. 53	<p>The PSA shall take effect for a period of 10 years commencing on the COD of December 26, 2023 to December 25, 2033, unless earlier terminated in accordance with the provisions of the PSA.”</p> <p>Is the commencement of supply subject to ERC approval, provisional, interim relief or final?</p> <p>Is Interim Relief not included?</p>	As far as 1BP is concerned, Interim Relief is the same as Provisional Authority. In such case, this may be considered.
ITB 13 Pre-Qualification Documents 13.2 Class “A” Documents (Legal Documents – p. 17)	<p>“2. The Articles of Incorporation or By-Laws or a Memorandum of Association or Partnership duly certified by the relevant authorities, as may be applicable.”</p> <p>Does this refer to the latest Articles?</p> <p>We have several amendments to our Articles of Partnership. Can we submit only the Original Articles and the latest Amended Articles?</p> <p>1) Can we submit a certified true copy by our company custodian?</p> <p>2) Due to the current situation if we cannot secure the wet signature of the company custodian will the e-signature suffice?</p>	<p>1. Yes, bidder may submit only the Original and the latest Amended Articles.</p> <p>2. Bidder may submit a certified true copy by the authorized company representative, as specified in ITB-13.5.1 and ITB-Annex 1.5.1.</p> <p>3. E-signature of the authorized company representative, as specified in ITB-13.5.1 and ITB-Annex 1.5.1., will suffice.</p>
Generic Question	<p>1) For all the documents to be submitted that need certification, can they be certified by our company custodian and not necessarily the one on the Secretary's Certificate?</p> <p>2) Due to the current situation if we cannot secure the wet signature of the company custodian will the e-signature suffice?</p>	<p>1. No, it depends on the type of document to be submitted. All certifications required under ITB-Annex D shall be certified by the company's corporate secretary.</p> <p>2. E-signature of the authorized company representative, as specified in ITB-13.5.1 and ITB-Annex 1.5.1., will suffice.</p>
ITB-9 Conferences and Amendment of Bidding Documents	<p>9.5 xx Bidders shall be required to reply and confirm receipt of Supplemental Bulletins via e-mail and subsequently by sending back the accomplished acknowledgement receipts attached to the Supplemental Bulletins.</p> <p>Will the accomplished acknowledgement receipts be submitted</p>	<p>The requirement to provide/send back the accomplished acknowledgment receipts will be removed. Acknowledgment via e-mail shall suffice.</p> <p>Only those specified in the ITB-Annex B: Checklist of Bid Proposal Requirements are required upon bid submission.</p>



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	during bid opening but submitted separately from the bid documents (not enclosed with the bid)?	To clarify, failure of acknowledgement shall only constitute waiver of right to be informed of the Supplemental bulletin, and not a ground for non-compliance or disqualification (ITB-9.6). ITB-9.3 shall be revised accordingly to be consistent with ITB-9.6.
ITB 12 – Documents Comprising the Pre-qualification and proposal	12.4 The Bid Financial Proposal shall consist of documents in Microsoft Excel (softcopy and hardcopy) described in ITB-15 and ITB-Annex B. Does the Authorized Representative need to affix his/her e-signature in the softcopy of the Bid Financial Proposal?	No
13.2 Class “A” Documents (Legal Documents)	i. Proof of VAT payments for the past six months; Will the past six months start from July 2020, kindly confirm.	Proof of VAT remittances (for the latest six months) made prior to the revised deadline of payment of participation fee.
13.3 Class “A” Documents (Technical Documents)	1. Company Profile highlighting experiences and expertise of the company and/or key officers in power plant operation. 1) Does experiences and expertise refer to awards received by the plant? 2) Please clarify that If we already submitted a company profile highlighting the experiences and expertise of the company, we do not need to submit the experiences and expertise of the key officers anymore?	1. No, these refer to bidder's accomplishments and/or length of years in operation, etc. 2. Yes, as long as the company profile highlights the experiences of the company. Otherwise, bidder must show proof of expertise of the key officers.
13.3 Class “A” Documents (Technical Documents)	2. Statement in matrix form of all power plants owned/operated. Please confirm that this refers to owned OR operated by the Bidder.	Yes
13.3 Class “A” Documents (Technical Documents)	vii Financing scheme including debt/equity ratio and sources of financing (name and contact details of investors and lenders) What document can we submit in the alternative, if the consent/approval of the investors and lenders have not been secured prior to Bid Submission?	It is a mandatory requirement, hence, shall be provided upon bid submission.
13.5 Class “B” Documents	1. A document containing the name , address, and contact details including telephone number/s fax number/s and email addresses,	Yes, please provide both requirements.



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	<p>of Bidder and its authorized representatives who will sign (a) the documents required in this Proposal, and (b) the Power Supply Agreement (PSA).</p> <p>Please confirm that 2 documents are required here:</p> <ol style="list-style-type: none"> 1) Contact details of the Authorized Representatives 2) Secretary Cert. 	
13.5 Class "B" Documents	<p>5. Any other document, in support of documents already submitted, that may be required by the 1BP DU JCSP TPBAC during post-qualification.</p> <p>Please enumerate what documents we need to submit for this requirement?</p>	<p>Should the bidder qualify for post-qualification and technical evaluation, only those documents relevant to these activities may also be required (see ITB-30 and ITB-31) for verification or additional justification purposes. As to the particular documents, we cannot specifically identify at the moment.</p>
14.3 h) Proof of Technical Capacity	<p>List of similar projects owned, developed , constructed, and/or operated by the Bidder indicating and describing the project type, key project features and location;</p> <ol style="list-style-type: none"> 1) What if this requirement is not applicable? 2) Is Pulverized Coal Fired Technology and Supercritical Boiler Technology considered as different projects/technologies? 	<ol style="list-style-type: none"> 1. For new and inexperienced bidders, this particular item may not be applicable. If so, bidder shall indicate N/A, provision of reason why "N/A" is optional. 2. No. Both are just the same technologies.
ITB-ANNEX B: Checklist of Bid Proposal Requirements	<p>1.5 Certifications for Submission prior to Proposal Opening. 1.5.1 to 1.5.6</p> <p>When do we need to submit these requirements?</p>	<p>The technical and financial proposal (password-protected) maybe submitted electronically which shall be received by the TPBAC four (4) hours before the scheduled bid opening, as revised.</p>
ITB-Annex A Terms of Reference Experience	<p>Bidder must exhibit control over generating capacity of power plant(s). Certificate of good performance / track record with other customers shall be required.</p> <ol style="list-style-type: none"> 1) Where in ITB-Annex B: Checklist of Bid Proposal Requirements will the Certificate of Good Performance from customer be included? 2) Can we submit atleast one (1) Certificate of Good Performance from our customer? 	<ol style="list-style-type: none"> 1. 1BP will incorporate this in FITB-Annex B, if appropriate. 2. Yes. However, should the bidder qualify for post-qualification and/or technical evaluation, additional documents to satisfy the related requirement may also be required.



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Executive Order NO. 27 Series of 2017	Adopting a Bohol Power Ecozone Policy May we request for a copy of the technical evaluation criteria of applicants vying for classifications as power ecozone locators.	We will coordinate with the Provincial Government of Bohol on this matter.
ANNEX D-5 Certification Against Blacklisting and Graft and Corrupt Practices	1. I am the authorized representative (Bidder's name) as per Board Resolution No. ____ dated ____, submitted in accordance with this Bidding; May we revise the template to indicate the Sec. Certificate instead of the Board Resolution?	1BP will retain this requirement.
ITB 13.5 Class "B" Documents	ANNEX D-3 2. A certification issued by the Bidder or its authorized representative that each of the documents submitted in satisfaction of the Instructions to Bidders is an original or a true and faithful reproduction or copy of the original; 3. A letter authorizing the 1BP DU JCSP TPBAC or its duly authorized representative/s to verify all of the documents submitted I am the authorized representative of (Bidder's name) as per Board Resolution No. ____ dated ____, submitted in accordance with this Bidding. 1) For requirements 2 & 3 both will be using Annex D-3 Certification of Submission of Original or Certified True Copies of Documents and Authorization for BAC to verify said documents, do we need to attach the same requirement for items 2&3? 2) May we revise the template to indicate the Sec. Certificate instead of the Board Resolution?	1. Yes 2. 1BP will retain this requirement.
ANNEX D-4: Certification Regarding Relationship and Against Conflict of Interest	I am the authorized representative of (Bidder's name) as per Board Resolution No. ____ dated ____, submitted in accordance with this Bidding. May we revise the template to indicate the Sec. Certificate instead of the Board Resolution?	1BP shall retain this requirement (Board Resolution No. and Date)



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ITB-ANNEX B – Checklist of Bid Proposal Requirements Technical proposal	2.A.1 The name of the power plant 2.A.1 Installed capacity and dependable capacity of the power plant 2.A.1 Type of power plant according to fuel or energy source 2.A.2 Location (address) of the power plant 2.A.3 Year the power plant was built and commissioned Please clarify if these requirements will be included in 1 document only.	Bidder may opt to provide all these requirements/information in one (1) document only.
ITB 8 Submission of Letter of Intent by the Bidders	Do we need to submit the LOI during the submission of Bids? If yes, do we put it in a separate envelope?	Not anymore.
ITB 9 9.5 - page 15	The Supplemental Bulletins shall be sent to the Bidders via the Bidders' duly registered e-mail address. Bidders shall be required to reply and confirm receipt of Supplemental Bulletins via e-mail and subsequently by sending back the accomplished acknowledgment receipts attached to the Supplemental Bulletins. There is no attached form. Kindly provide the acknowledgement receipts to be accomplished by the Bidders.	The requirement to provide/send back the accomplishment acknowledgment receipts will be removed. Acknowledgment via e-mail shall suffice. Only those specified in the ITB-Annex B: Checklist of Bid Proposal Requirements are required upon bid submission. To clarify, failure of acknowledgement shall only constitute waiver of right to be informed of the Supplemental bulletin, and not a ground for non-compliance or disqualification (ITB-9.6). ITB-9.3 shall be revised accordingly to be consistent with ITB-9.6.
ITB Annex B 1.4.5	Any other document, in support of documents already submitted, that may be required by the 1BP DU JCSP TPBAC during post-qualification. Do we skip this document or we need to provide a write-up that this document will be submitted during post-qualification?	Bidder may skip these requirements. However, should the bidder qualify for post-qualification and technical evaluation, only those documents relevant to these activities may also be required (see ITB-30 and ITB-31) for verification or additional justification purposes. As to the particular documents, we cannot specifically identify at the moment.
ITB 14.3 f)	f) Fuel Supply Plan indicating: 1. Long-term availability; 2. Contingency supply; and 3. Key terms of the Fuel Supply Agreement; Since the Bidder will only finalize the Fuel Supply Agreement with its fuel supplier upon declaration that it is the winning bidder, the Key terms of the said Fuel Supply Agreement may not yet be	Bidder may provide any of the following: 1. Existing contract with fuel supplier/s 2. Letter of commitment from fuel supplier to provide fuel supply to 1BP, with long-term availability and contingency supply, in case the bidder is awarded with the PSA.



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	available during bid submission. Further, the key terms of the Fuel Supply Agreement are confidential in nature. Thus, may we request to delete this requirement?	
ITB 19 Format and Signing of Proposals	<p>xx The first and last pages of each document submitted, and all pages and all portions of the pages where corrections and/or amendments have been made, shall be signed by the Bidder's authorized representative.</p> <p>Please clarify if the Authorized Representative still need to affix his/her signature on the 2 photocopies or do we just photocopy the original already signed by the Authorized Representative?</p>	Bidder may just photocopy the original already signed by the Authorized Representative.
ZoomChat	Will all the queries raised today be clarified via Bid Bulletin because not all queries were verbally clarified this morning? For example, the question of Ms. Angela Nadine Garcia on what will be the basis of the penalty for the delayed COD of In-Island plant was not answered/clarified.	<p>It is inevitable that the 1BP TPBAC may have to convene along with the entire working group to come up with well-thought-out answers to queries/concerns/issues raised. With this, 1BP may need time before it could send out the bid bulletin/s.</p> <p>To address the example raised, penalties shall be equivalent to one-tenth of one percent (0.001) of the cost of unperformed portion for every day of delay. Aside from this, the winning bidder shall also provide the replacement power to the 1BP DUs and any incremental price difference between the replacement power and contract price shall be charged to the winning bidder.</p> <p>On the other hand, if islanding occurs, and therefore so is the failure of delivery of replacement power, the bidder shall pay the total opportunity cost of the three DUs' due to the absence of power supply during islanding, equivalent to the DUs' estimated DSM revenues. Since there is no replacement power, bidder will also not pay any cost of replacement power.</p> <p>All these shall be reflected in the reference PSA.</p>
Open Forum	Regarding the commitment of 1BP DU that they will be consuming at a minimum 70 percent capacity utilization or load factor of the contract capacity on the load side. On the generation side, assuming an in-island plant will be constructed. Is it also a requirement that the in-island should be able to provide and	To reiterate, 1BP is requiring baseload plant. It should be able to supply 24/7 the minimum requirement. Further, the 70 percent is only the minimum energy offtake. It can go as much as 100 percent.



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	generate that 70 percent and not relying on buying from WESM or from other GenCos outside Bohol or inside Bohol?	Now to the question: The supplier shall be able to supply the minimum committed capacity of the 1BP DU. If it is a combination, both plants shall be able to supply the minimum dependable capacity. If the supply will only rely on WESM and islanding occurs (Bohol is disconnected to the grid), the supplier shall be penalized for failure to deliver replacement power.
OCCIDENTAL MINDORO CONSOLIDATED POWER CORPORATION (OMCPC)		
Open Forum	I bid only for an in-island plant and win. Upon operation, however, I just buy cheaper off-island power even if the in-island plant is available. Can I then charge my fixed in-island costs plus the cost of power bought off-island? In your earlier bid bulletin, you replied that DU will pay only for the contracted off-island power. How do we reconcile this with the ERC approval of the winning bid? The theory is that, even if we buy off-island power, the total contracted price from off-island plus the in-island fixed cost is still cheaper than the winning bid price. Why disallow payment of in-island fixed cost?	If your offer is purely in-island plant regardless of whether you provide power supply using the in-island plant or a replacement power using an outside plant, your contract price will be paid. We will stick to the contract price.
Open Forum	If I contract power outside, you will pay that only and you will not pay for my fixed cost in my in-island plant?	No, whatever will be the contract price, that will be paid.
ONE RENEWABLE ENERGY ENTERPRISE, INC.		
Open Forum	Is the Executive Order No. 27 Series of 2017, we assume, a reference for the creation of 1BP?	No.
Open Forum	You purposely put this into the publication because that would form part as reference to this development. That is why I'm referencing my question base on that. It stipulates clearly that in-island plant should be environment-friendly technologies in paragraph four (4) of that EO. It predisposes that in-island plant is an RE or at least environment-compliant technology.	1BP attached the reference document because it provides the incentives from the Provincial Government of Bohol if ever a plant would be installed in Bohol. This transaction does not give preference to RE plants. The EO was provided for the bidders to know the financial incentives. But we did not really intend to mislead the bidders that 1BP prefers an RE plant, as this transaction is open to any technologies.
Open Forum	In Section 2 No. 7, you have a definition of a long-term contract. It states that a long-term contract of is defined of a supply	The original MOA contained a 20-year contract period but it was reduced to a 10-year contract period in the Supplemental MOA following the advice of the ERC. This is consistent with its latest



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	agreement covering a period of 2023 to 2043. That's a 20-year contract.	draft of CSP rules that prescribe the contract period which shall not exceed 10 years. Also, the Supplemental MOA was formulated after the EO 27, therefore, superseding the latter.
Open Forum	<p>Why are we imposing a rule which is a draft? So, there is a point of consideration here.</p> <p>A short-term contract, it's just a statement, for RE development in Bohol for in-island plant does not really encourage investments as prescribed in EO 27. RE generating plants doesn't have fuel pass-through cost that eventually launched on the consumer. The fuel cost is being launched to the consumer, how will that be beneficial to the consumer?</p>	<p>No, as reflected in the Supplemental MOA of the 1BP, the contract years will be from 2024 to 2033 only. The shorter term is preferred by the 1BP, as we see this more beneficial to the consumers.</p> <p>For the record, the TPBAC was organized by the 1BP JCSP committee to spearhead and manage the CSP in accordance with the policy and procedures in the conduct of CSP. The TOR, along with this 10-year contract term, was formulated and agreed upon by the participating DUs during the planning stage with the direction that it will adhere to the Bohol Island Power Development Plan (BIPDP).</p>
Open Forum	Will the PSA draft be included in the FITB?	Yes, the PSA template will be provided along with the FITB.
ZoomChat	<p>1.Can we formally manifest to put on record that we are formally requesting for a 20-year contract for in-island plant based on the following:</p> <p>Compliance with EO # 27, to encourage domestic and foreign investments, having that investments in-island would provide energy security and avoid outages currently being experienced in Bohol,</p> <p>2.Draft ERC Ruling is not yet approved or ratified when this CSP proceeding started,</p> <p>3.At the end of this CSP, it's still the least cost option will prevail regardless of contract term.</p> <p>4.For in-island plant, this should be compliant to paragraph 4 of preamble that states, "Whereas, in order to promote the flow of domestic & foreign investment...", is this correct? And for Long term contract as defined in Section 2 #7, period covered 2023-2043, why the deviation from the EO#27?</p>	<p>1. Noted.</p> <p>2. Noted.</p> <p>3. Noted.</p> <p>4. It is the prerogative of the participating DUs how they will design a CSP to address their power requirement. It is not bounded by the declaration of EO 17-2017.</p> <p>5. Refer to answer 4.</p>



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	5. Since this is open technology, the short-term contract does not encourage investment and may be deemed prejudicial to in-island RE Generating plant development. Furthermore, RE Plant does not have fuel pass thru cost to consumer which is aligned to the mandate of EO 27 of having a lower cost of energy. Will 1BP reconsider the contract term as per EO#27? Or 1BP will still comply the draft / unratified 19 March 2019 ERC rules?	
PALM CONCEPCION POWER CORPORATION (PCPC)		
Open Forum	In the event that there is a delay in COD, if the GenCo was able to supply through replacement power, will the GenCo still be penalized? How much would be the penalty we are looking at?	<p>Yes, penalties still apply in case of delay in COD, or failure of delivery of power or failure of provision of replacement power. Part of the intention of this transaction is to put up a plant with commercial operation date on or before December 26, 2023.</p> <p>Penalties shall be equivalent to one-tenth of one percent (0.001) of the cost of unperformed portion for every day of delay. Aside from this, the winning bidder shall also provide the replacement power to the 1BP DUs and any incremental price difference between the replacement power and contract price shall be charged to the winning bidder.</p> <p>On the other hand, if islanding occurs, and therefore so is the failure of delivery of replacement power, the bidder shall pay the total opportunity cost of the three DUs' due to the absence of power supply during islanding, equivalent to the DUs' estimated DSM revenues. Since there is no replacement power, bidder will also not pay any cost of replacement power.</p> <p>All these shall be reflected in the reference PSA.</p>
Open Forum	In connection to that, in the event if the in-island power plant is also delayed and can be supplied by the outside-Bohol power plant, would the GenCo be penalized?	
Open Forum	Will the in-island power plant required to have capability of stand-alone operation during islanding operation?	
Annex A - Penalty	In the event that there is a delay in COD, if the GenCo was able to supply through replacement power, will the GenCo still be penalized?	
Annex A - Penalty	In the event that COD of in-island plant was delayed, but there is an outside-Bohol plant that would be able to supply power, would the GenCo still be penalized?	
Annex A - Penalty	How much is the penalty for the following: 1. Delay in COD 2. Failure of delivery of power 3. Failure of provision of replacement power	
Annex A - Replacement Power	How long can a replacement power cover the supply?	
ITB-4 Scope of Bidding	Can the in-island power supply be covered by replacement power in an event of delayed in COD?	Yes, but penalties shall apply.



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ITB-4 Scope of Bidding	Would 1BP allow a delay in the in-island plant given our current situation?	<p>Delay on the part of the supplier is beyond 1BP's control. However, should this be the case, penalties shall apply, equivalent to one-tenth of one percent (0.001) of the cost of unperformed portion for every day of delay. Aside from this, the winning bidder shall also provide the replacement power to the 1BP DUs and any incremental price difference between the replacement power and contract price shall be charged to the winning bidder.</p> <p>On the other hand, if islanding occurs, and therefore so is the failure of delivery of replacement power, the bidder shall pay the total opportunity cost of the three DUs' due to the absence of power supply during islanding, equivalent to the DUs' estimated DSM revenues. Since there is no replacement power, bidder will also not pay any cost of replacement power.</p> <p>All these shall be reflected in the reference PSA.</p>
Open Forum	Since the second pre-bid conference has been moved from the original schedule, does the provision of the technical and financial bid and others will be moved as well?	Yes.
SN ABOITIZ POWER-MAGAT, INC.		
Open Forum	At this point in time, it is very clear for everyone that it is a must for any interested bidder to really set up their redundant base load power plant in the island. Will we be able to actually comply/satisfy the technical proposal requirement by January 8? What are the must have? Are you requiring the bidder to submit a renewable energy service contract by January 8 or will that be part of your post evaluation?	To clarify, 1BP is an open technology. This transaction does not give preference to RE plants. 1BP TPBAC is still seeking approval/advice from the regulating agencies justifying the nature of the transaction on the pandemic that is prevailing at this juncture. If this is approved, the new deadline of submission of bid will be announced later through Supplemental Bid Bulletin.
Open Forum	May we please request for the excel file for the latest 12 months hourly load profile of BOHECO I and II including BLCI? So, we can properly plan the redundant power plant to be installed in the island.	Please send 1BP a formal letter of request via email.



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Open Forum	You allow staggered capacity addition as long as the rated capacity of the power plant satisfies your annual contracted requirement?	Yes, it is allowed. As long as the supplier can provide the minimum dependable capacity of 1BP per contract year. Otherwise, penalties shall apply.
Open Forum	Request: I would like to request that the definition of the force majeure in the ITB will be revised because what is on paper right now does not reflect to the intent of 1BP, because you do not consider islanding as a force majeure that is why you are requesting redundant facility inside the province. Also, if there will be delay on the COD, the winning Bidder may be penalized. May I request to give us more guidance on this for us to understand the methodology on the penalty computation.	Both Islanding and Force Majeure shall be clearly defined in FITB. Power supply islanding refers to the following situations: (1) Bohol sub-grid is totally electrically isolated from the grid (absence of all its interconnectivity); (2) Partial isolation from the grid where the full delivery of contracted capacity of 1BP DUs will be constrained. Since 1BP requires an in-island plant, only Force Majeure events that occur inside Bohol will be considered as FM as far as this transaction is concerned. The concurrence of islanding and scheduled maintenance of the in-island plant is not considered a Force Majeure event.
SOLAR PHILIPPINES		
Open Forum	As per SBB#1, a bidder's subsidiary may continue the bidding process, should the payment of participation fee be named under the subsidiary? What are the additional documents to be submitted in the assignment of the bidder's subsidiary?	Yes, payment shall be named under the assignee - whether parent, subsidiary or affiliate. The 1BP shall be notified of the assignment on or before the deadline of payment of Participation Fee. A corporate secretary's certificate indicating the assignment of its subsidiary/affiliate or parent/holding together with the GIS of the assigned participating bidder to prove their legal relationship shall be required.
Open Forum	Do we need to submit documents certifying that the holding/parent company on the LOI nominates the subsidiary? And the participation fee should be under the subsidiary.	Yes, payment shall be named under the assignee - whether parent, subsidiary or affiliate. The 1BP shall be notified of the assignment on or before the deadline of payment of Participation Fee. A corporate secretary's certificate indicating the assignment of its subsidiary/affiliate or parent/holding together with the GIS of the assigned participating bidder to prove their legal relationship shall be required.



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REFERENCE ITEM	CLARIFICATIONS / INQUIRIES OF BIDDERS	ANSWERS - 1BP DU JCSP
Open Forum	May the assigned subsidiary also submit the documents of its parent/holding company (who submitted the LOI) for the eligibility requirements?	No, it shall be the Participating Bidder, in this case, the assigned subsidiary/affiliate which shall comply with the eligibility requirements.
Open Forum	Given that land acquisition will be difficult to secure in 3 months' time, especially for the in-island plant due to mobility issues, we would like to suggest for 1BP to remove this requirement.	As mentioned earlier, we already sought approval from DOE justifying the pandemic at this juncture. If this is approved, then the submission of bid will also be moved and bidders will be informed thru supplemental bid bulletin.
Open Forum	The bid is an aggregated bid but it is clear that each DU will sign a separate PSA with the winning Genco. In the case of default by one of the DUs and the PSA is terminated, what remedies are available to the Genco? This is currently not covered in any of the documents made available.	There will be no cross guarantees between DUs. Should one of the DUs fail to pay its obligations, the supplier may apply the remedies as provided in the PSA.
SBB #1, page 10	<p>As mentioned by 1BP: "If the offer is the combination of outside and in-island plant, the technology (or plant type) shall be that of the outside plant. In such case (outside plant), the bidder shall offer only one type of energy source, renewable or non-renewable, cannot be both. But if the offer is an in-island plant, the supply mix will be considered in the evaluation"</p> <p>Since this transaction is technology-neutral, we would like to suggest that an outside plant having more than one type of technology, a mix of renewable and non-renewable, be deemed acceptable.</p>	No, the bidder shall offer only one type of energy source, whether renewable or non-renewable.
SBB #1, page 11	Kindly confirm the deadline of submission for the electronic copies of the Technical and Financial proposals. Is it two (2) hours or four (4) hours before the bid opening?	Four (4) hours before the bid opening



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SBB #1, page 47	<p>As mentioned by 1BP: "It should only be the Bidder who paid the Bidding Document Fee or its assigned subsidiary/affiliate which shall submit the documents/requirements to comply with the eligibility requirements. (i.e., Company A is a Holding/Parent Company and Company B is the subsidiary/affiliate. If Company A will participate in the bid or submit a bid, Company A's documents would be required. If Company B will participate in the bid, Company B's documents would be required.)"</p> <p>We would like to kindly request that the assigned subsidiary/affiliate be allowed to submit the documents of its Parent/Holding company (who submitted the LOI) to comply with the eligibility requirements. (i.e., Company A is a Holding/Parent Company who paid the Bidding Document Fee and Company B is the subsidiary/affiliate. If Company B will participate in the bid, Company B can also submit the documents of Company A for eligibility requirements)"</p>	<p>No, it shall be the Participating Bidder, in this case, the assigned subsidiary/affiliate who shall comply with the eligibility requirements.</p>
ITB 9.5, page 15	<p>9.5 The Supplemental Bulletins shall be sent to the Bidders via the Bidders' duly registered e-mail address. Bidders shall be required to reply and confirm receipt of Supplemental Bulletins via e-mail and subsequently by sending back the accomplished acknowledgment receipts attached to the Supplemental Bulletins</p> <p>Kindly confirm that the Bidders should deliver the accomplished acknowledgement receipts to 1BP via courier. In addition, when is the deadline of the said receipts?</p>	<p>The requirement to provide/send back the accomplishment acknowledgment receipts will be removed. Acknowledgment via e-mail shall suffice.</p> <p>Only those specified in the ITB-Annex B: Checklist of Bid Proposal Requirements are required upon bid submission.</p> <p>To clarify, failure of acknowledgement shall only constitute waiver of right to be informed of the Supplemental bulletin, and not a ground for non-compliance or disqualification (ITB-9.6). ITB-9.3 shall be revised accordingly to be consistent with ITB-9.6.</p>



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ITB 14.3 (h.2), page 21	<p>2. Convincing evidence that Bidder will be able to acquire ownership of right, title, or interest in the proposed site(s) and the right to use the energy resource where applicable, or alternatively, a letter from the land owner or appropriate government agency indicating that Bidder will be able to acquire such right if the Bidder is awarded the PSA under this Bidding. In case of land lease, letter from the landowner of their commitment to lease the land for plant site should the Bidder be awarded the PSA will suffice.</p> <p>Given that land acquisition will be difficult to secure in 3 months' time, especially for the in-island plant due to mobility issues, we would like to suggest for 1BP to remove this requirement.</p>	<p>We cannot forgo this requirement since this is essential to the evaluation.</p> <p>Nonetheless, 1BP TPBAC is still seeking approval/advice from the regulating agencies justifying the nature of the transaction on the pandemic that is prevailing at this juncture. If this is approved, the new deadline of submission of bid will be announced later through Supplemental Bid Bulletin.</p>
THERMA VISAYAS, INC. (TVI)		
Open Forum	<p>In several responses made by the 1BPDU in the Supplemental Bid Bulletin released, it said that 1BP is willing to pay an additional risk mitigation cost for its resiliency requirement. Does the TPBAC and its TWG have a range of figures in mind on how much is that premium that it or its consumers are willing to pay in exchange of the resiliency requirement required for this CSP?</p>	<p>1BP will not provide/show a figure for how much 1BP is willing to risk, but we believe that the bid price cap would already suggest the figure.</p> <p>To clarify, while it was already mentioned that 1BP is willing to pay an additional risk mitigation cost for its resiliency requirement, 1BP's intention really was that resiliency requirement is an add on factor to the bid price. If the participating bidder's bid price without resiliency is Php X.00, and the bidder's computed resiliency factor is Php Y.00, then its total bid price would be Php X.00 + Php Y.00.</p> <p>Again, it is the prerogative of the bidder whether or not they will recover the investment cost of the resiliency plant.</p>
Open Forum	<p>We would like to reiterate previous concern on the provision for Exchange of MW and Replacement Contracts. Based on responses made earlier to the query of FGEN, the issued ITB still stands and there is no provision for this yet, but we believe that the Supplemental Bid Bulletin clearly stated that this will be reinstated hence the clarification. Further, in another CSP we have participated in, we believe that the exchange in MW</p>	<p>1BP will remove or no longer consider/reinstate the exchange in MW provision.</p>



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	provision has already been removed since it is not aligned with the CSP Rules promulgated by the DOE.	
Open Forum	We would like to clarify this response made by the TPBAC in clarifications pertaining to the treatment of taxes in the evaluation methodology: If the offer is the combination of outside and in-island plant, the technology (or plant type) shall be that of the outside plant. In such case (outside plant), the bidder shall offer only one type of energy source, renewable or non-renewable, cannot be both. Does this imply that an offer which combines an in-island and outside plant should have the same technology? Or does it simply mean that the outside plant offer, should it be a portfolio of the Bidder's plants, should be of a single technology?	For an Outside-Bohol plant, 1BP will contract for a single plant and plant type (technology) only but we do not discount the possibility that during actual operations, and in case of unavailability of the offered Outside-Bohol power plant, the bidder may assign 1BP's committed supply to any of its portfolio of plants. At any rate, 1BP shall only pay for the contract price. While for an in-island plant, the bidder may offer multiple plants and plant types. This offered plant/s may form part of its portfolio of plants.
Open Forum	Just to clarify Ma'am, the outside plant and the in-island plant maybe of different technology?	Yes.
TRICONTI ECC RENEWABLES CORPORATION		
Open Forum	On the bid cap price it is the lowest average gen rate among the 3 DUs + average Transmission line charges + Average Line Rentals. What is the reference range for the determination of ""average""? Is it the previous months, years, etc?	Initially, it's the 2019 12-month average per DU.
Open Forum	If it's a 12-month average, when will the final average bid cap price be determined?	It's based on 2019, from January 2019 to December 2019.
Open Forum	The bid is an aggregated bid but it is clear that each DU will sign a separate PSA with the winning Genco. In the case of default by one of the DUs and the PSA is terminated, what remedies are available to the Genco? This is currently not covered in any of the documents made available.	Since each DU will sign on a separate, identical and independent PSA, if one DU defaults, then that DU will be penalized, subject to the provision in the PSA. No, there will be no cross guarantees between DUs. Should one of them fail to pay its obligations, the supplier may apply the remedies as provided in the PSA.
Open Forum	Does this provision will be included in the draft PSA that will be provided?	Yes, that is provided in the reference PSA.



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VIVANT ENERGY CORPORATION		
Open Forum	<p>In the SBB, it was said that only qualifications of the registered bidder will be considered or that of its assigned subsidiary. So, if the registered bidder happens to be a holding company, apparently from your answer, it cannot be allowed to use the financial and technical qualifications of its parent company. Am I correct?</p> <p>The bidder is the holding company. Usually the holding company does not deal with the day-to-day operation, so it will not have the technical or the financial qualification of its parent. Since 1BP is requiring the bidders to put up a new plant, most probably an SPV will be formed just for that purpose.</p> <p>Can the registered bidder use the financial and technical qualifications of its parent company?</p>	<p>No. 1BP shall stick to the rule that all eligibility requirements shall be that of the participating bidder. Any inconsistency and deficiency in the required documents shall be ground for disqualification.</p> <p>In this scenario, 1BP suggests that it be the parent company which shall participate in the bid.</p>

NOTE: Participating Bidders may submit additional queries, clarifications, request or suggestions until Saturday, October 24, 2020, 11:59 P.M.

Issued this 23rd day of October 2020 at 1BP DU JCSP Headquarters, BOHECO I Main Office Bldg., Cabulijan, Tubigon, Bohol.

(Sgd) TITO O. ANDAMON
Chairman, 1BP DU JCSP TPBAC