



SUPPLEMENTAL BID BULLETIN NO. 3

1. Notice to Bidders

Bidders are hereby notified of the amendments, revisions, modifications and clarifications to the Bidding Documents earlier made available to Bidders relating to the Joint Competitive Selection Process for the Procurement of the Short-Term (2022-2025) Power Supply Requirements of the R1+CAR+S1 Electric Cooperatives.

Said amendments, revisions, modifications and clarifications are contained in Supplemental Bid Bulletin No. 1, Supplemental Bid Bulletin No. 2 and Supplemental Bid Bulletin No. 3.

Any provision of previous issuances by the JTPBAC which are inconsistent with any of the provisions of this Supplemental Bulletin No. 3 shall be deemed superseded hereby.

2. Issuance of the Minutes of the Pre-Bid Conference

The Minutes of the Second Pre-Bid Conference of the Joint Competitive Selection Process for the Procurement of the Short-Term (2022-2025) Power Supply Requirements of the R1+CAR+S1 Electric Cooperatives conducted on 11 November 2022 will be provided through e-mail to the authorized representatives of the prospective bidders.

3. List of Officers of R1+CAR+S1 Electric Cooperatives (ECs)

For the information of Bidders, Annex A lists the names of the following:

- Board of Directors and General Managers of the R1+CAR+S1 ECs;
- Members of R1+CAR+S1 Joint Bid and Awards Committee (JTPBAC);
- Members of R1+CAR+S1 Joint Technical Working Group (JTWG);
- Members of R1+CAR+S1 JTPBAC Secretariat; and
- Consultants.

Bidders are provided this information in relation to ITB-Annex D-4 Certification regarding relationship and against conflict of interest.

4. Responses to Additional Queries, Comments and Clarifications of Prospective Bidders

TOR/ITB/PSA Provisions	Queries/Comments/Clarifications	Responses/Remarks (SBB No. 2)	Additional Queries/Comments/Clarifications	Responses/Remarks (SBB No. 3)
TERMS OF REFERENCE				
<p>Outage Allowance per plant On unscheduled outage, delay on return to service per pre-determined timeline by the EC and power provider will also have a penalty clause notwithstanding the provision on replacement power.</p>	<p>We would like to propose to remove this provision. The pre-determined timeline for return to service of the plant may not always be accurate due to uncontrollable factors (unavailable parts, equipment, services, readiness of the transmission line, etc.,).</p>	<p>No.</p>	<p>What will be the penalty for this provision?</p>	<p>The deficiency fee equivalent to Php 50,000.00 will be applied.</p>
<p>Replacement Power "If the actual outage hours is within the Allowable Outage Hours and Seller declares an outage, Seller may supply, subject to Buyer's approval...xxx" The Supplier shall be responsible to provide replacement power in the following cases, except for Force Majeure Events: a. During any delay of the Start of Delivery of Supply; and b. When its power plant is on scheduled or unscheduled outage to ensure continuity of supply in compliance with the cooperation period</p>	<p>Kindly concur that during outages within the Outage Allowance, SELLER is not obligated to supply Replacement Power...but has the right to offer and subject to acceptance by the BUYER. We would like to clarify if this provision requires the Supplier to provide replacement power during scheduled or unscheduled outage? This is contrary to the provision of the Outage Allowance which allows 720 hours total for scheduled and unscheduled outage.</p>	<p>Yes. No. It is the option of the seller to provide Replacement Power during/within scheduled and unscheduled outage allowance.</p>	<p>Based on SBB No. 2, providing replacement power during/within scheduled or unscheduled outage is an option of the Supplier. Please clarify that this is not a responsibility of the Supplier to provide replacement power during/within scheduled or unscheduled outage.</p>	<p>Yes.</p>
<p>Replacement Power The Supplier shall be responsible to provide replacement power in the following cases, except for Force Majeure Events: a. During any delay of the Start of Delivery of Supply; and b. When its power plant is on scheduled or unscheduled outage to ensure continuity of supply in compliance with the cooperation period</p>	<p>-</p>	<p>-</p>	<p>What about delays in the ERC approval?</p>	<p>The Supplier shall not be responsible to provide replacement power if there is no ERC approval yet (Provisional Authority).</p>

<p>Replacement Power If the Supplier is able to provide Replacement Power in excess of their Outage Allowance, the Outage Hours shall still be counted, while the associated Energy shall be considered in the computation of the CUF.</p>	<p>We would like to request to revise this provision to not consider the Outage Hours when the Supplier is able to provide Replacement Power in excess of their Outage Allowance since the Supplier fulfilled its obligations to the customer.</p>	<p>No.</p>	<p>We would like to request JTBAC's reconsideration to revise this provision to not consider the Outage Hours when the Supplier is able to provide Replacement Power in excess of their Outage Allowance since the Supplier fulfilled its obligations to the customer.</p> <p>If the Bidder offers 24 by 7 supply, does this mean that the Bidder will not be allowed to supply using other sources during outage of the plant?</p>	<p>The R1+CAR+S1 JTPBAC would like to retain the provision to ensure that the reliability performance (or the unreliability, in this context) of the power plants being contracted will not have adverse impact on both the availability of power supply for the customers of the ECs and the cost of power delivered.</p> <p>The provision for Replacement Power applies.</p>
<p>Replacement Power Replacement power from renewable source shall not be subject to VAT.</p>	<p>-</p>	<p>-</p>	<p>Will this be adjusted according to changes in law?</p>	<p>Yes, provided that law provides for retroactive application.</p>
<p>Penalties The EC shall list a set of penalties for the power supplier not limited to the following:</p> <ul style="list-style-type: none"> • Before and during commercial operation • Cost of foregone revenue and surcharge • Ground for termination of contract • Ground for the power supplier to be blacklisted <p>The Supplier shall be penalized (monetary, etc.) in cases of the following events and circumstances:</p> <ul style="list-style-type: none"> • Delay in COD; • Failure of delivery of power; • Other violations under the resulting PSA. 	<p>We would like to request for the details of the penalties and details of the implementation of the penalties.</p>	<p>In cases when and where the Seller is on outage and as a result the Buyer was load dropped. The foregone revenue will be computed based on the DSM and RFSC rates of the Buyer multiplied by the energy curtailed.</p>	<p>Will the PSA provide formula for the computation of penalties?</p>	<p>The foregone revenue will be computed based on the DSM and RFSC rates of the Buyer multiplied by the energy curtailed. This will be incorporated on the finalization of the PSA.</p>

<p>Eligibility Requirements</p> <p>The bidders are required to submit detailed plan on how it intends to operate and maintain the generating facilities in accordance with the Philippine Grid and Distribution Codes, existing industry standards and applicable Philippine laws. The detailed plan must state how the bidder shall operate and maintain the generating facilities as well as the experience and technical capability of the persons, whether natural or juridical, who will operate and maintain the generating facilities.</p> <p>The detailed plan must contain the following:</p> <ol style="list-style-type: none"> 1. Executive Summary 2. Description of the plan for the operation and maintenance of 3. generating facilities 4. Proposed table of organization including job descriptions, 5. technical qualifications and experience of the management 6. and technical team 7. Environmental and social obligations compliance programs 	-	-	<p>Requesting for a sample of what information is included here, and what this can look like.</p>	<p>There is no required format as long as it contains the required details on the TOR provision.</p>
<p>INSTRUCTION TO BIDDERS</p>				
<p>ITB-6 Eligible Bidders</p> <p>6.3 Any Bidder which shall have or which shall exhibit a conflict of interest as described below:</p> <ol style="list-style-type: none"> a. submitting more than one Bid for any contract period in this Transaction; b. participating as a consultant in the preparation of the technical specifications of this Transaction; c. lending, or temporarily seconding, its personnel to firms 	-	-	<p>Request for a list of these officers, members and advisors to check</p>	<p>Please see Annex A: List of Officers of R1+CAR+S1 Electric Cooperatives</p>

<p>or organizations which are engaged in consulting services and the personnel is/are involved in any capacity in this Transaction; and</p> <p>d. having officers, such as the president, general manager, or any member of the board, who are related by consanguinity or affinity up to the third civil degree to persons or companies having direct access to information that may substantially affect the result of the Joint CSP, such as members of the JTPBAC, the JTPBAC TWG, the JTPBAC Secretariat and Joint CSP Board.</p> <p>shall be disqualified from the Joint CSP.</p>				
<p>ITB-7 Bidders' Fees</p> <p>7.5 Only the Winning Bidder(s) shall pay the Winning Bidder's Fee upon its/their acceptance of the Notice(s) of Award.</p> <p>7.6 The winning bidder for Lot 1 shall pay Winning Bidders' Fee equivalent to Two Million Five Hundred Thousand Pesos (Php 2,500,000.00) while the winning bidder for Lot 2 shall pay Winning Bidders' Fee equivalent to Five Hundred Thousand Pesos (Php 500,000.00).</p>	-	-	<p>What is the purpose of the Winning Bidder's Fee? This is highly unusual and not part of any prescribed CSP rules</p>	<p>For the recovery of the administrative expenses for the conduct of CSP.</p>
<p>ITB-12 Legal, Technical and Financial Documents</p> <p>12.2.6.a. For GenCos, a Certificate of Compliance (COC) or valid and current Provisional Authority to Operate (PAO) issued by the Energy Regulatory Commission (ERC) or a certification that an application for</p>	-	-	<p>In lieu of COC/PAO, will the ERC certification that our application is still in process suffice?</p>	<p>A certification that an application for COC has been filed and is under review by the ERC in case of new power plants or new entrants may be submitted.</p>

<p>COC has been filed and is under review by the ERC in case of new power plants or new entrants;</p>				
<p>ITB-12 Legal, Technical and Financial Documents 12.2.7.iii A certification under oath from Bidder's responsible officers that the Bidder is free and clear of all tax liabilities with the government.</p>	<p>Please confirm that this is already covered by ITB Annex D- 5.</p>	<p>No, ITB Annex D-5 does not apply.</p>	<p>This is clearly included in the Annex D-5 in the ITB. Thus, should the submission of Annex D-5 suffice this requirement? If not, are bidders allowed to use its own format for the requirement?</p> <p>Annex D-5: Certification against blacklisting and graft and corrupt practices</p> <p>I, (NAME OF AUTHORIZED REPRESENTATIVE) of (Bidder's Name) with office address at _____, after having been sworn to according to law, hereby depose and state that:</p> <p>1. I am the authorized representative of (Bidder's name) as per Secretary's Certificate dated _____ submitted in accordance with this Transaction;</p> <p>2. (Bidder's name) is a company organized and existing under the laws of the Republic of the Philippines and is participating as a Bidder in this Transaction;</p> <p>3. (Bidder's name) is:</p> <p>a. Free and clear of all liabilities (including taxes, customs duties, among others) with the government;</p>	<p>Reconsidered. ITB Annex D-5 already covers the requirement under ITB 12.2.7.iii</p>
<p>ITB-12 Legal, Technical and Financial Documents 12.3.2.vii. Number and average duration of scheduled and unscheduled outages for the last five (5) years, supported by a certification issued by NGCP System Operator or a letter- request for said certification if the certification is not yet available. The certification shall, however, be subsequently submitted prior to the signing of the PSA;</p>	<p>Would the GCMR submitted to ERC or MOR submitted to DOE suffice?</p> <p>If the JTPBAC will consider the GCMR and MOR, does the Winning Bidder need to provide the certification from NGCP System Operator?</p> <p>Can we submit our Generating Company Management Report (GCMR) which is submitted to ERC in lieu of this?</p> <p>For new plants, can bidder submit the Monthly Operations Report (MOR) submitted to DOE as an alternative?</p> <p><u>Note: This submission is accepted by the TPBAC during the pre-bid conference held last October 24, 2022. Subject to the TPBAC's reconfirmation</u></p>	<p>No since a letter-request will suffice if the certification is not yet available.</p>	<p>We would like to request for the TPBAC's consideration of the Monthly Operations Report for new plants as an alternative submission to this requirement.</p>	<p>New plants must still secure certification from NGCP.</p>

<p>ITB-12 Legal, Technical and Financial Documents</p> <p>12.3.3 Statement in matrix form of all wholesale customers/buyers (<u>DUs</u>, <u>Retail Electricity Suppliers (RESs)</u> and <u>Contestable Customers</u>) for the last three (3) years (from January 2019 to December 2021);</p> <p>The statement shall include the following information:</p> <p>i. Name and address of company ii. Telephone, cellphone and fax numbers, website URL, and e-mail address of the company iii. Name and position of authorized contact person(s) iv. Telephone and <u>cellphone number</u> and e-mail address of contact person(s)</p>	<p>May we suggest limiting the list to regulated distribution utility customers only.</p> <p>Details of customers information might be subject to Data Privacy issues and Bidder cannot commit to obtain consent of customers. Available customer information in their respective official websites should be sufficient.</p> <p>Non-regulated contracts are bound by confidentiality provisions. We cannot provide the required details since we will be breaching the confidentiality provisions. Requesting to allow submission of details for regulated customers (DUs) only. JTPBAC can conduct due diligence through the DU customers of the Bidders.</p> <p>As mentioned during the pre-bid conference, that the bidder may submit limited information regarding its RES and Contestable Customers that are allowed under the Data-Privacy law.</p>	<p>If there is an existing confidentiality agreement relative to the foregoing information, provide said information only for regulated customers and the total volume (in MWh) for all other consumers.</p>	<p>Contracts with contestable customers are confidential with their respective RESes, suggest to remove this.</p>	<p>If there is an existing confidentiality agreement relative to the foregoing information, provide said information only for regulated customers and the total volume (in MWh) for all other consumers.</p>
<p>ITB-12 Legal, Technical and Financial Documents</p> <p>12.3.5. Certificate of Good Performance/Track Record with other customers</p>	<p>We would like to request to limit this to one certificate from regulated customers only.</p> <p>For the TPBAC's consideration if one or two Certificate of Good Performance/Track Record with customers will suffice this requirement. As stressed that at least one (1) we accepted in the past CSPs that the bidders participated.</p>	<p>Bidders shall submit at least five (5) certifications from its existing most recent customers other than the R1+CAR+S1 ECs.</p>	<p>We would like to request to adjust the number of certificates to two (2) and limit it to regulated customers only. Some Bidders might have few regulated customers.</p>	<p>Bidders shall submit at least five (5) certifications from its existing most recent customers other than the R1+CAR+S1 ECs. In case the bidder has less than five (5) regulated customers, it shall provide a certification duly notarized or an appropriate Sworn Statement.</p>



<p>ITB-12 Legal, Technical and Financial Documents</p> <p>12.4.1. The Bidder’s audited financial statements, stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the last three (3) years (from 2019 to 2021), showing, among others, the Bidder’s total and current assets and liabilities. A sworn statement of current assets and liabilities will be accepted in lieu of audited financial statements for Bidders that have been in existence for less than one fiscal year. Complete set of financial statement includes the following:</p> <ul style="list-style-type: none"> i. Balance Sheet ii. Income Statement iii. Statement of Changes in Equity iv. Cash Flow Statement v. Notes to Financial Statement vi. Statement of Management Responsibility for Financial Statement vii. Financial Ratios indicating liquidity measurement ratio, debt ratio, profitability ratio and operating performance ratio <p>If the 2021 AFS is not yet available, provide the third quarter ITR for the year 2021. However, submissions under this clause may be subjected to post-qualification.</p>	<p>Due to existing pandemic, the AFS for 2020 was submitted online through the BIR website instead of the usual physical submission. Can we submit the email confirmation from BIR proving submission of the AFS instead of a “stamped received” document?</p>	<p>Yes, but email should include the <u>payment receipt</u>.</p>	<p>No payments were being made by the Bidder during the submission of AFS to BIR. Thus, there were no payment receipt being sent to us, only the email generated acknowledgement receipt of BIR.</p>	<p>Yes. R1+CAR+S1 clarifies that the <u>payment receipt</u> reference is only for BIR tax payments requirement, not for the AFS.</p> <p>Please use the BIR email generated Acknowledgement Receipt of the AFS in lieu of the “received” stamp.</p>
<p>ITB-12 Legal, Technical and Financial Documents</p> <p>12.10. The Bidder may submit copies of the documents certified true and correct by the person who has custody of the original</p>	<p>We respectfully suggest allowing the documents to be certified as a true copy by either of the following:</p> <ul style="list-style-type: none"> a. Internal department owning 	<p>The one to certify a document as Certified True Copy is the custodian of the original document.</p>	<p>Will docusign/ electronic signature suffice for the certification of the documents?</p>	<p>Docusign/electronic signature or stamp signature is allowed provided that the bidder shall also submit document certifying</p>

<p>document. However, the Bidder shall present the original if and when so required by the JTPBAC</p>	<p>the document; b. Representatives authorized by the management to certify the documents in accordance to the Secretary Certificate submitted by the bidder; or Issuing agency</p>		<p>As stated above, "We suggest that any of the Authorized Representatives of the Bidder should be allowed to certify documents as true and correct copies of the originals for submission." – TPBAC response: Yes, any of the authorized representative of the bidder indicated in the Secretary's Certificate. Kindly confirm if this still stands. As the purpose of the certification is still met when the Authorized Representative indicated in the Secretary's certificate, internal custodian of the Document, Issuing government agency</p>	<p>authorized use of his/her electronic or stamp signature.</p> <p>12.10. The Bidder may submit copies of the documents certified true and correct by the person who has custody of the original document <u>or the authorized representative indicated in the Secretary's Certificate</u>. However, the Bidder shall present the original if and when so required by the JTPBAC.</p> <p>See amendment on the following section.</p>
<p>ITB-13 Technical and Financial Proposal 13.2.d. Table A. Reference Fuel Prices</p>	<p>Can a Bidder utilize coal Index based on GlobalCoal NewCastle postings and not from the Federal Reserve Economic Data due to a significant difference in posted levels. For Aug2022, GC NEWC is only USD434.02/MT way lower than the USD447.45/MT as indicated in Table A.</p> <p>The ITB indicates reference for fuel prices coal, oil and crude. Are these the base CIF for PSA execution?</p> <p>Coal CIF base in this section is different from the CIF in the PSA Annex B. Which reference is final?</p>	<p>We stick to the USD447.45/MT as base price.</p> <p>Yes.</p> <p>USD447.45/MT</p>	<p>Please provide the basis of the base fuel price stated in Table A</p>	<p>The base fuel price stated in Table A is based on the Federal Reserve Economic Data, Global price of Coal, Australia.</p>

<p>ITB-13 Technical and Financial Proposal</p> <p>13.2.i. Dispatch type. For this Transaction, the proposed power supply shall be dispatched with Capacity Utilization Factors (CUF) between 70% and 100%. To be clear, the minimum nomination for each Trading Interval shall be 50% of the difference between (i) the available capacity declared by SELLER, up to a maximum equal to the Contracted Capacity, and (ii) the demand on outage declared by BUYER, up to a maximum equal to the Contracted Capacity.</p>	<p>Please clarify that BUYER is committed to utilize the Contract Capacity no lower than 70% CUF on a monthly basis subject to 50% minimum hourly nomination.</p> <p>Please confirm that the Monthly Minimum Energy Off-Take (MEOT) for this CSP is 70% while the minimum nomination per Trading Interval is 50% of the Contract Capacity and Energy.</p> <p>Will the TPBAC allow the winning bidder to charge the Minimum Energy Charge if the CUF for the Billing Period is below 70%?</p>	<p>Yes.</p> <p>Yes.</p> <p>No.</p>	<p>How can this be settled when the BUYER's CUF is below 70% even if it is committed to utilizing a CC no lower than 70% CUF?</p> <p>Based on SBB No. 2, the Minimum Energy Off-Take (MEOT) is 70%. However, the Supplier will not be allowed to bill Minimum Energy Charge. This is contradicting with the imposition of MEOT since the MEOT should be the minimum energy requirement that the Customer shall pay and consume. Thus, Minimum Energy Charge should be allowed when the customer did not fully utilize the MEOT since the TOR impost a MEOT of 70%.</p>	<p>When the BUYER'S CUF is below 70%, the Capacity payment is at 70% CUF rate, while the Energy Payment is the actual energy purchase.</p>
<p>ITB-12 Legal, Technical and Financial Documents</p> <p>12.3.4. Statement in matrix form of quantities traded (sold and bought) from WESM for the last three (3) years (from January 2019 to December 2021)</p>	<p>We would like to know the purpose of this requirement.</p>	<p>For purposes of due diligence.</p>	<p>Is there a template?</p>	<p>None. The bidder may use own format as long as it indicates the information being requested.</p>
<p>ITB-14 Bid Security</p> <p>14.2. The Bid Security shall be in any of the following forms:</p> <p>a) Cashier's, Manager's or certified check;</p> <p>b) Irrevocable or Stand By Letter of Credit;</p> <p>c) Bank Guarantee; and</p> <p>d) Surety bond from bonding companies accredited the JTPBAC.</p>	<p>Please provide list of banks accredited/acceptable for SBLC</p>	<p>Development Bank of the Philippines (DBP), Land Bank of the Philippines (LBP), Banco de Oro (BDO), Bank of the Philippine Island (BPI), Metropolitan Bank & Trust Company (MBTC) and other major commercial banks.</p>	<p>Minutes of 1st Pre-bid Re SBLC: MPPCL requested to include in the SBB the list of banks preferred by R1+CAR+S1 for the Bid Security.</p> <p>May we follow up the list of banks?</p>	<p>Development Bank of the Philippines (DBP), Land Bank of the Philippines (LBP), Banco de Oro (BDO), Bank of the Philippine Island (BPI), Metropolitan Bank & Trust Company (MBTC) and other major commercial banks.</p>

<p>ITB-14 Bid Security 14.3. The Bid Security shall be valid for a period of at least one hundred twenty (120) days, and shall be renewed every thirty (30) days until the Application for the Approval of the PSA is jointly filed with the ERC.</p>	<p>When is the start and end of validity of the Bid Security based on the 120 days requirement?</p>	<p>Start is the date of receipt of Bid Security and ends after 120 days.</p>	<p>For clarity, please provide the start date and expiration date for the Bid Security.</p>	<p>Start is the date of receipt of Bid Security and ends at least one hundred twenty (120) days, and shall be renewed every thirty (30) days until the Application for the Approval of the PSA is jointly filed with the ERC.</p>
<p>ITB-17 Format and Signing of Bid 17.1 The Bidder shall provide three (3) copies of its Bid: one original and two (2) photocopies. The Bid shall be printed or written in indelible ink. The first and last pages of each submitted document and all pages and all portions of the pages where corrections and amendments have been made shall be signed by the Bidder's authorized representative.</p>	<p>For clarity, Bidders do not need to sign each and every page of the Bids?</p> <p>How about the Certified True Copies (CTC), are the Bidders required to CTC each and every page? Sample document is the AFS.</p> <p>Does the authorized representative need also to sign the Bid Security? Signing the Bid Security might invalidate the document.</p> <p>Will the TPBAC consider one original and one photocopy only?</p>	<p>Yes.</p> <p>Each page.</p> <p>The photocopy of the Bid Security must be signed by the authorized representative.</p> <p>Please refer to ITB 17.1</p>	<p>Based on SBB No. 2, each and every page of the bid submission shall be signed by the authorized representative. This is contradicting to ITB 17.1 which only requires the first and last pages of each submitted document and all pages and all portions of the pages where corrections and amendments have been to be signed by the Bidder's authorized representative. Please clarify which if the documents to be submitted shall be signed on each and every page or the first and last pages only.</p>	<p>For photocopies, every page must be certified as the true copy of the original.</p> <p>The first and last pages of each submitted document and all pages and all portions of the pages where corrections and amendments have been made shall be signed by the Bidder's authorized representative.</p>
<p>ITB-20 One Bid per Bidder 20.3 A Bidder may submit a Bid offering a portfolio of power plants, in which case, it shall also submit the legal, technical and financial documents pertaining to its subsidiaries and/or affiliates included in its portfolio Bid. Subsidiaries and/or affiliates included in the portfolio Bid shall not submit separate Bids. The Bidder shall also submit as part of its Legal Documents either (1) its contracts with the affiliates pertaining to the power plants</p>	<p>-</p>	<p>-</p>	<p>If portfolio of supply of Plants, can we request R1 to only consider technical documents for the additional plant supplying the requirement? (no need for legal and financial)</p>	<p>The request could not be granted by the R1+CAR+S1. Please refer to the requirement of the ITB.</p>

<p>included in its portfolio Bid; or (2) sworn statements from each plant included in the portfolio Bid containing the following: (a) the name of the plant, (b) the quantity contracted with the plant by the Bidder for this Transaction, and (c) statement or quotation of the contract provisions pertaining to default and penalties.</p>				
<p>ITB-24 Opening and Preliminary Examination of Bids 24.1 The JTPBAC shall open Bid envelopes, in the presence of the Bidders’ representatives who choose to attend, independent observers, auditors and representatives from the DOE, ERC and NEA, on November 18, 2022 starting at 1:00 PM at the place to be announced.</p>	-	-	<p>During the bid opening, will the documents submitted by the Bidder be shown to other Bidders?</p>	<p>No.</p>
<p>ITB-25 Detailed Evaluation and Comparison of Bids 25.4 Basket of Price Indices and Fuel Inflation Factors. In the evaluation of Bids, the price indices shown in Table D and the fuel inflation factors shown in Table E, as may be used by the Bidder. The applicability of these price indices to the various major components of the Base Price are detailed in ITB-13.2.e and illustrated in Table F.</p>	<p>What are the basis of the Fuel Inflation Factors shown in Table E? They seemed to be significantly HIGH. Sample: for CY2023, a 123.10% of USD447.45/MT is at 550.08/MT. There has never been any forecast that high to-date. For Sep2022, GC NEWC actual posted index in only USD434.02/MT and is projected to go down further below USD400.00/MT mark going into CY2023</p> <p>Copy-pasted below is the latest GC NEWC Forecast as of 24 Oct 2022:</p>	<p>See Amendments on ITB on SBB No. 1.</p>	<p>Please clarify whether the indexation table (Table E) is just for bid evaluation purposes.</p> <p>Please confirm that the actual implementation of the PSA will allow actual fuel cost pass-thru</p> <p>Please provide the basis of the indexation stated in Table E</p>	<p>Yes.</p> <p>No.</p> <p>Inflation factors are based on World Bank Commodities Price Forecast (Nominal US Dollars) released April 2022</p>

	<p>globalCOAL Coal Market Report: 24_10_2022</p> <p> coalreport@globalcoal.com To</p> <p> If there are problems with how this message is displayed, click here to view it in a Click here to download pictures. To help protect your privacy, Outlook prevented:</p> <table border="1" data-bbox="571 295 940 646"> <thead> <tr> <th></th> <th>Bid</th> <th>Offer</th> <th>Mid</th> <th>Change</th> </tr> </thead> <tbody> <tr> <td>Oct'22</td> <td>391.75</td> <td>392.25</td> <td>392.00</td> <td>2.00</td> </tr> <tr> <td>Nov'22</td> <td>382.75</td> <td>383.25</td> <td>383.00</td> <td>-11.00</td> </tr> <tr> <td>Dec'22</td> <td>385.75</td> <td>386.25</td> <td>386.00</td> <td>-11.00</td> </tr> <tr> <td>Jan'23</td> <td>380.25</td> <td>380.75</td> <td>380.50</td> <td>-6.50</td> </tr> <tr> <td>Q4'22</td> <td>386.75</td> <td>387.25</td> <td>387.00</td> <td>-6.65</td> </tr> <tr> <td>Q1'23</td> <td>372.75</td> <td>373.25</td> <td>373.00</td> <td>-4.65</td> </tr> <tr> <td>Q2'23</td> <td>339.75</td> <td>340.25</td> <td>340.00</td> <td>-3.65</td> </tr> <tr> <td>Q3'23</td> <td>321.75</td> <td>322.25</td> <td>322.00</td> <td>-3.65</td> </tr> <tr> <td>CAL-23</td> <td>336.75</td> <td>337.25</td> <td>337.00</td> <td>-4.00</td> </tr> <tr> <td>CAL-24</td> <td>291.75</td> <td>292.25</td> <td>292.00</td> <td>-4.00</td> </tr> </tbody> </table>		Bid	Offer	Mid	Change	Oct'22	391.75	392.25	392.00	2.00	Nov'22	382.75	383.25	383.00	-11.00	Dec'22	385.75	386.25	386.00	-11.00	Jan'23	380.25	380.75	380.50	-6.50	Q4'22	386.75	387.25	387.00	-6.65	Q1'23	372.75	373.25	373.00	-4.65	Q2'23	339.75	340.25	340.00	-3.65	Q3'23	321.75	322.25	322.00	-3.65	CAL-23	336.75	337.25	337.00	-4.00	CAL-24	291.75	292.25	292.00	-4.00			
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<p>ITB-26 Selection of Bidder(s) with Lowest Calculated Bid(s)</p> <p>26.1 ... The Bidder with the next-ranking LCBs will be selected until the total aggregated baseload demand requirement of the R1+CAR+S1 ECs for each Contract Period is satisfied. The capacity to be contracted with the Bidder with the marginal LCB (that is, the last or the highest LCB to be considered) shall be less than or equal to the capacity required to satisfy the total aggregated baseload demand requirement for each Contract Period.</p>	<p>Can we request an excel file of the evaluation form for reference.</p>	<p>No. We shall only provide the bid form.</p>	<p>We request that an excel file in calculating the effective rate (evaluation form) be provided to make sure that it is official, and the simulations are correct. If the TPBAC declined the request, can we submit our excel simulation to calculate the effective rate and the TPBAC to confirm its correctness? Also, the TPBAC shall provide a timeline for the response to the bidder's excel simulation. By this we would like to request for the TPBAC's confirmation 2 days from receipt for the bidders to finalize their offers.</p>	<p>R1+CAR+S1 will not provide the evaluation form. Bidders may submit their simulation for confirmation of correctness of calculations. R1+CAR+S1 will confirm within 2 days from receipt of excel simulation.</p>																																																							
<p>ITB-26 Selection of Bidder(s) with Lowest Calculated Bid(s)</p> <p>26.1 Comparison of Bids and Selection of Lowest Calculated Bids. The effective price [...] The Bidder with the next-ranking LCBs will be selected until the total aggregated baseload demand</p>	<p>-</p>	<p>-</p>	<p>In Section 4.3, it was stated that there shall only be one winning bidder per lot, but this counters that statement. Will R1+CAR+S1 allow only 1 winning bidder, or multiple winning bidders? Are</p>	<p>Suggestion is noted. See amendment in the following section.</p>																																																							

requirement is satisfied			bidders allowed to submit a proposal for partial supply only?	
ITB-32 Right of the JTPBAC to Reject any or all Bids in Certain Circumstances 32.2. The JTPBAC has the right to reject any and all Bids, declare a failure of bidding, or not award the contract in the following situations: (b) [...] or (iii) if, in the opinion of the JTPBAC, the Bid is at a price that is disadvantageous to the consumers of R1+CAR+S1 ECs	-	-	What is the basis of this opinion?	Based on valid, reasonable and justifiable grounds as provided under Section V-F of NEA Memorandum No. 2017-019. The procurement of power supply is governed by Section 1 under Annex A of DOE CSP DC2018-02-0003.
ITB-33 Grounds for Disqualification 33.1 In addition to the grounds specified in [...] g) failure to submit the following documents on or before the Bid submission deadline	-	-	These documents are already part of the checklist of documents to submit, would Bidders need to submit these prior to the opening and submission, or those already included in the Bid Submission will suffice?	Bidder shall submit all required documents intact upon submission of bid, on or before the bid submission deadline.
ITB-40 Acceptance of Criteria and Waiver of Rights to Enjoin 40.1 In addition to the above, the Bidder shall be required to submit, as part of its qualification documents, a statement stipulating that the Bidder: (i) has accepted the qualification criteria stipulated herein; and (ii) waives any right it may have to seek and obtain a writ of injunction or prohibition or restraining order against R1+CAR+S1 ECs and the JTPBAC to prevent or restrain the qualification proceedings related thereto, the award of the contract to a successful bidder, and the carrying out of the awarded contract. Such waiver shall, however be, without prejudice to the right of a disqualified or losing Bidder to	Is this requirement included in the Annexes or checklist provided in the Instruction to Bidders?	We will include this on the Checklist of Eligibility and Bid Requirements for evaluation.	Based on SBB No. 2, this will be included in the checklist. We would like to request for the revised checklist.	Yes. The revised checklist will be provided to bidders.

question the lawfulness of its disqualification or the rejection of its Bid by appropriate administrative or judicial processes not involving the issuance of a writ of injunction or prohibition or restraining order				
ITB Annex D-4 5. Further, none of the [Bidder's name]'s officers is related to the head [...] up to the fourth civil degree	-	-	Against section 6.3 (third civil degree), which one will follow?	Fourth civil degree will be retained. See amendment on the following section.
DRAFT POWER SUPPLY AGREEMENT				
Section 1. Definitions of Terms and Interpretations w. ERC Approval refers to the approval of the ERC of the terms and conditions of this Agreement, including the pricing structure as set out herein;	Suggestion to revise into: ERC Approval refers to the provisional approval/authority, interim relief, or decision issued by the ERC on the application jointly filed by Parties seeking for approval of the terms and conditions of this Agreement, including the pricing structure as set out herein	Appropriate corrections/ amendments to this provision will be made after the determination of the winning bidder.	General Comment: In the event that the winning bidder and R1+CAR+S1's PSA not be approved by NEA and/or both parties do not agree in the final PPSA or failed in the negotiation, what will happen to the Bid Security? Shall this be returned to the winning bidder?	NEA will approve a draft PSA based on the TOR. Neither party can include provisions not consistent therewith. Bidder is bound by the DOE Circular which indicates that NEA has to approve the draft PSA. Refusal of the Winning Bidder to sign a PSA with R1+CAR+S1 ECs shall mean forfeiture of its Bid Security as indicated in the ITB. In any case, R1+CAR+S1 and the Winning Bidder commit to agree on a final PSA.

5. Amendments to ITB

<i>Original Provision</i>	<i>Amended Provision</i>
ITB-6 Eligible Bidders 6.3 Any Bidder which shall have or which shall exhibit a conflict of interest as described below: a) submitting more than one Bid for any contract period in this Transaction; b) participating as a consultant in the preparation of the technical specifications of this Transaction;	ITB-6 Eligible Bidders 6.3 Any Bidder which shall have or which shall exhibit a conflict of interest as described below: a) submitting more than one Bid for any contract period in this Transaction; b) participating as a consultant in the preparation of the technical specifications of this Transaction;

<p>c) lending, or temporarily seconding, its personnel to firms or organizations which are engaged in consulting services and the personnel is/are involved in any capacity in this Transaction; and</p> <p>d) having officers, such as the president, general manager, or any member of the board, who are related by consanguinity or affinity up to the third civil degree to persons or companies having direct access to information that may substantially affect the result of the Joint CSP, such as members of the JTPBAC, the JTPBAC TWG, the JTPBAC Secretariat and Joint CSP Board.</p>	<p>c) lending, or temporarily seconding, its personnel to firms or organizations which are engaged in consulting services and the personnel is/are involved in any capacity in this Transaction; and</p> <p>d) having officers, such as the president, general manager, or any member of the board, who are related by consanguinity or affinity up to the fourth civil degree to persons or companies having direct access to information that may substantially affect the result of the Joint CSP, such as members of the JTPBAC, the JTPBAC TWG, the JTPBAC Secretariat and Joint CSP Board.</p>
<p>ITB-10 Due Diligence 10.1 The Bidder, by the act of submitting its Bid, shall be deemed to have conducted due diligence on the subject of this Transaction. The Bidder may conduct due diligence from October 10 to November 17, 2022, as specified in Table 3.</p>	<p>ITB-10 Due Diligence 10.1 The Bidder, by the act of submitting its Bid, shall be deemed to have conducted due diligence on the subject of this Transaction. The Bidder may conduct due diligence from October 10 to December 2, 2022, as specified in Table 3.</p>
<p>ITB-12 Legal, Technical and Financial Documents 12.10. The Bidder may submit copies of the documents certified true and correct by the person who has custody of the original document. However, the Bidder shall present the original if and when so required by the JTPBAC.</p>	<p>ITB-12 Legal, Technical and Financial Documents 12.10. The Bidder may submit copies of the documents certified true and correct by the person who has custody of the original document or the authorized representative indicated in the Secretary’s Certificate. However, the Bidder shall present the original if and when so required by the JTPBAC.</p>
<p>ITB-18 Sealing and Marking of Bids 18.1 The Bids shall be submitted in one (1) sealed main Bid envelope labeled as follows:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p style="text-align: center;"><i>Name of Bidder</i> <i>Address of Bidder</i></p> <p style="text-align: center;">The JOINT THIRD PARTY BIDS AND AWARDS COMMITTEE R1+CAR+S1 Joint Competitive Selection Process for the Procurement of Short-Term Power Supply (2022-2025) PANGASINAN I ELECTRIC COOPERATIVE (PANELCO I) San Jose, Bani, Pangasinan</p> <p style="text-align: center;">WARNING: DO NOT OPEN BEFORE: 1:00 PM/ November 18, 2022</p> </div>	<p>ITB-18 Sealing and Marking of Bids 18.1 The Bids shall be submitted in one (1) sealed main Bid envelope labeled as follows:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p style="text-align: center;"><i>Name of Bidder</i> <i>Address of Bidder</i></p> <p style="text-align: center;">The JOINT THIRD PARTY BIDS AND AWARDS COMMITTEE R1+CAR+S1 Joint Competitive Selection Process for the Procurement of Short-Term Power Supply (2022-2025) PANGASINAN I ELECTRIC COOPERATIVE (PANELCO I) San Jose, Bani, Pangasinan</p> <p style="text-align: center;">WARNING: DO NOT OPEN BEFORE: 1:00 PM/ December 5, 2022</p> </div>

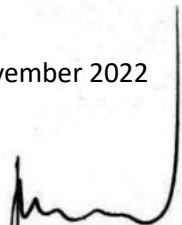
<p>ITB-21 Deadline for Submission of Bids 21.1 Bids must be received by the R1+CAR+S1 JCPSP JTPBAC between 8:00 AM and 12:00 NN (Philippine Standard Time) of November 18, 2022 the venue of which shall be announced through a Bid Bulletin. The Bid is considered received by the JTPBAC the moment it is dropped into the Bid submission drop box.</p>	<p>ITB-21 Deadline for Submission of Bids 21.1 Bids must be received by the R1+CAR+S1 JCPSP JTPBAC between 8:00 AM and 12:00 NN (Philippine Standard Time) of December 5, 2022 the venue of which shall be announced through a Bid Bulletin. The Bid is considered received by the JTPBAC the moment it is dropped into the Bid submission drop box.</p>
<p>ITB-23 Modification and Withdrawal of Bids 23.1 The Bidder may modify its Bid after it has been submitted; provided that the modification is received by the JTPBAC prior to the deadline prescribed for submission and receipt of Bids, that is, before 12:00 NN of November 18, 2022.</p>	<p>ITB-23 Modification and Withdrawal of Bids 23.1 The Bidder may modify its Bid after it has been submitted; provided that the modification is received by the JTPBAC prior to the deadline prescribed for submission and receipt of Bids, that is, before 12:00 NN of December 5, 2022.</p>
<p>ITB-24 Opening and Preliminary Examination of Bids 24.1 The JTPBAC shall open Bid envelopes, in the presence of the Bidders' representatives who choose to attend, independent observers, auditors and representatives from the DOE, ERC and NEA, on November 18, 2022 starting at 1:00 PM at the place to be announced.</p>	<p>ITB-24 Opening and Preliminary Examination of Bids 24.1 The JTPBAC shall open Bid envelopes, in the presence of the Bidders' representatives who choose to attend, independent observers, auditors and representatives from the DOE, ERC and NEA, on December 5, 2022 starting at 1:00 PM at the place to be announced.</p>
<p>ITB-26 Selection of Bidder(s) with Lowest Calculated Bid(s) 26.1 Comparison of Bids and Selection of Lowest Calculated Bids. The Effective Price calculated for each Bidder for each Contract Period will be compared. The Bid(s) with the lowest calculated Effective Price(s) in a Contract Period shall be considered the Lowest Calculated Bid(s) (LCB) and shall be subjected to Post-Qualification. One or more LCBs may be chosen for each Contract Period depending on the total capacity offered by the Bidder(s) with the LCB(s). The Bidder with the next-ranking LCBs will be selected until the total aggregated baseload demand requirement of the R1+CAR+S1 ECs for each Contract Period is satisfied. The capacity to be contracted with the Bidder with the marginal LCB (that is, the last or the highest LCB to be considered) shall be less than or equal to the capacity required to satisfy the total aggregated baseload demand requirement for each Contract Period.</p>	<p>ITB-26 Selection of Bidder(s) with Lowest Calculated Bid(s) 26.1 Comparison of Bids and Selection of Lowest Calculated Bids. The Effective Price calculated for each Bidder for each lot will be compared. The Bid(s) with the lowest calculated Effective Price(s) per lot shall be considered the Lowest Calculated Bid(s) (LCB) and shall be subjected to Post-Qualification.</p>
<p>ITB-29 Notice of Award 29.2 The Winning Bidder/s shall acknowledge and sign the Notice of Award to signify acceptance of the Notice of Award on or before November 25, 2022.</p>	<p>ITB-29 Notice of Award 29.2 The Winning Bidder/s shall acknowledge and sign the Notice of Award to signify acceptance of the Notice of Award on or before December 9, 2022.</p>

6. Miscellaneous Provisions

- a. Capitalized terms used in this Supplemental Bid Bulletin No. 3 and its attachments, unless otherwise defined, shall have the meanings given to such terms in the Bidding Documents.
- b. The provisions of the Bidding Documents shall continue to bind the Bidders and shall remain effective unless inconsistent with the provisions of this Supplemental Bid Bulletin No. 3 and its attachments.
- c. The validity, legality, and/or enforceability of the remaining provisions of the Bidding Documents and the Supplemental Bid Bulletins will not be affected in case any one or more of the provisions is held invalid, illegal, or unenforceable. Each Bidder waives any provision of law which renders any provision of the Bidding Documents and the Supplemental Bid Bulletins and their attachments invalid, illegal, or unenforceable in any respect, to the extent permitted by the laws of the Republic of the Philippines.

For the guidance and information of all concerned.

15 November 2022



ENGR. WINSTON C. SUBIDO
Chairperson, R1+CAR+S1 JTPBAC

**Supplemental Bid Bulletin No. 3
JOINT COMPETITIVE SELECTION PROCESS
FOR THE SHORT-TERM (2022-2025) POWER SUPPLY REQUIREMENTS
OF THE R1+CAR+S1 ELECTRIC COOPERATIVES**

RECEIPT FORM:

Received by:

Name and Signature of the Representative

Name of Company

Date/Time

ANNEX A

LIST OF OFFICERS OF R1+CAR+S1 ELECTRIC COOPERATIVES

- **Members of the Joint CSP Board**

Felino Herbert P. Agdigos	-	Chairperson (INEC)
Edwin F. Garcia	-	Vice Chairperson (SORECO I)
Esteban A. Somngi	-	Member (BENECO)
Melchor S. Licoben	-	Member (BENECO)
Enrico Pacifico B. Ruiz	-	Member (INEC)
Gloria C. Corrales	-	Member (ISECO)
Elmer C. Imperio	-	Member (ISECO)
Izaak P. Baliang, Jr.	-	Member (KAELCO)
Tito R. Lingan	-	Member (KAELCO)
John Paulo F. Casuga	-	Member (LUELCO)
Ramon C. Posadas	-	Member (LUELCO and PANELCO I)
Patricio B. Masliyan	-	Member (MOPRECO)
Nicodemus L. Andawi	-	Member (MOPRECO)
Allan C. Cerdan	-	Member (PANELCO I)
Isabelo G. Barabicho IV	-	Member (SORECO I)

- **Members of R1+CAR+S1 Joint Third Party Bid and Awards Committee (JTPBAC)**

Engr. Winston C. Subido	-	Chairperson
Atty. Roberto D. Carpela	-	Vice Chairperson
Engr. Wilson C. Rosario	-	Member
Ms. Caroline Bagamaspad	-	Member
Engr. Gerardo G. Hortizuela	-	Member

- **Members of R1+CAR+S1 Joint Technical Working Group (JTWG)**

Efren Andres G. Vendiola	-	Chairperson (ISECO)
Leahmel A. Mansibang	-	Vice-Chairperson (INEC)
Olive O. Bete	-	Member (BENECO)
Amy Lyn P. Timpac	-	Member (BENECO)
Ramel B. Rifani	-	Member (BENECO)
Jan Tyron C. Leano	-	Member (INEC)
Anjomar T. Orpilla	-	Member (ISECO)
Leonardo C. Egcatan	-	Member (KAELCO)
Jovencio B. Pataueg	-	Member (LUELCO)
Darryl D. Gantong	-	Member (LUELCO)
Jimmy Depalog	-	Member (MOPRECO)
Britz B. Marerro	-	Member (MOPRECO)
Ramel O. Cave	-	Member (PANELCO I)
Heroncio C. Cabic, Jr.	-	Member (PANELCO I)
Jane Sy	-	Member (SORECO I)
Donna F. Minguez	-	Member (SORECO I)

- **Members of R1+CAR+S1 JTPBAC Secretariat**

Manuel R. Tabucol, Jr.	-	Chairperson
Menchie B. Moyon	-	Vice Chairperson
Myde Glyden P. Cas	-	Member

- **Consultants**

Atty. Maria Consuelo Ojeda	-	Legal Consultant
Prof. Ivan B. N. C. Cruz	-	Technical Consultant