

PANAY - GUIMARAS EC POWER CONSORTIUM, INC.



JOINT THIRD-PARTY BIDS AND AWARDS COMMITTEE

Competitive Selection Process (CSP) for the procurement of the power supply requirement for base load, intermediate and peaking of seven (7) Electric Cooperatives in Panay and Guimaras

SUPPLEMENTAL BID BULLETIN NO. 05

Date : **February 6, 2023**
To : **All Bidders and Observers for Lot 3**
Subject : **Matters Discussed During the Pre-Bid Conference**

The PGEPCCI-JTPBAC hereby issues this Supplemental Bid Bulletin No. 05 to notify the concerned parties of the following matters as discussed and agreed during the conduct of the Pre-Bid Conference on February 2, 2023:

1. Attached herewith as Annexes to this Supplemental Bid Bulletin are the following:

- Annex SBB-05-A - Checklist of Eligibility Requirements
- Annex SBB-05-B - Revised Annex D-1
- Annex SBB-05-C - Revised Annex D-2
- Annex SBB-05-D – Evaluation Worksheet _ Lot 3_Final
- Annex SBB-05-E – Evaluation Worksheet Guide _ Lot 3 _ Final
- Annex SBB-05-F – Bidder’s TOR Compliance Template

2. Deadline for the submission of additional queries/comments:

Please be advised that the **last date for the submission of the queries and comments** for JTPBAC consideration shall be on **February 9, 2023 at 5:00 p.m.** Kindly email your queries and comments to tpbac.pgepcpci@gmail.com

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3. Bidding Documents:

| SECTION/SOURCE DATA | DESCRIPTION | QUERIES/COMMENTS/ RECOMMENDATION | JTPBAC RESPONSE |
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| A. INSTRUCTIONS TO BIDDERS | | | |
| Bid Security Section 12. 7 (ii) | The Bid Security may be forfeited under the following conditions: ... (ii) In the case of a successful bidding, if the Bidder fails within the specified time limit to sign the PSA; or unless agreed by both parties to extend to further negotiation on the provisions of the PSA limited only to contract duration, capacity and minimum energy off-take; and | | This provision is revised as follows: The Bid Security may be forfeited under the following conditions: ... (ii) In the case of a successful bidding, if the Bidder fails within the specified time limit to sign the PSA; or unless agreed by both parties to extend to further negotiation on the provisions of the PSA except contract duration, capacity and minimum energy off-take; and |

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| <p>Technical Documents, (ii) last paragraph, page 17</p> | <p>The statement shall be supported by a valid Certificate of Compliance (COC) issued by the ERC or a Certification by the ERC that the application for a COC is under review.</p> | <p>Suggest to insert “or Provisional Authority to Operate”</p> | <p>Accepted. The paragraph is revised as follows: “The statement shall be supported by a valid Certificate of Compliance (COC) or, if not available, a Provisional Authority to Operate (PAO) issued by the ERC or a Certification by the ERC that the application for a COC is under review.”</p> |
| <p>Technical Documents, (ii), page 17</p> | <p>"ii. Statement in matrix form of all power plants owned/operated f) Number and average duration of scheduled and unscheduled outages for the last five (5) years [...], or Generation Company Management Report (GCMR), or Monthly Operations Report (MOR)"</p> | <p>Please confirm that we only need to submit any one (1) of the following: 1. Number and average duration of scheduled and unscheduled outages for the last five (5) years 2. Generation Company Management Report (GCMR) 3. Monthly Operations Report (MOR)"</p> | <p>Required documents are item 1 and either of Item 2 or 3. Accordingly, the said provision is revised as follows: “f) Number and average duration of scheduled and unscheduled outages for the last five (5) years or the actual outage data for new power plants operating for less than five years supported by a certification issued by the System Operator; and Generation Company</p> |

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| | | | Management Report (GCMR) or Monthly Operations Report (MOR); |
| Format and Signing of Bids, Section 18.2 | 2. The original or original-certified true copies must be issued by the concerned government agencies while the photocopies may be certified by the Authorized representative of the Bidder. | Suggest to allow the Bidder's Authorized Representative to certify copies of the original of the documents required for the Bid. | Accepted. If the original document is not available, the Bidder may submit a certified true copy of the original, certified by the Bidder's representative duly authorized pursuant to a Board Resolution and Secretary's Certificate for corporations, and Special Power of Attorney for sole proprietorship/partnership. |
| Format and Signing of Bids, Section 18.5 | 18.5 The electronic copy of documents comprising the Legal Requirements, Technical and Financial Proposal shall be in Microsoft Word or PDF format with filenames descriptive of the content. The files shall be organized and sequenced in the same order prescribed in the | Please provide checklist template/annex. | Please see attached checklist of required documents attached as Annex "SBB-03-A". |

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| | Checklist of Eligibility and Bid Requirements attached herein as Annex _____. | | |
| Annex D-1 to D-5 | Doc No. ____: Page No. ____: Book No. ____: Series of 2022 | To change the Series to current year: Doc No. ____: Page No. ____: Book No. ____: Series of 2023 | Accepted. This is the series for the notarization of the document. |
| Annex D-1 | 2. [Bidder's name] waives any right it may have to seek and obtain a writ of injunction or prohibition or restraining order against any or all PANAY AND GUIMARAS ECs to prevent or restrain this Transaction or any proceedings related thereto, the selection of the Winning Bidder and the execution of the Power Supply Agreement. Such waiver shall, however, be without prejudice to the right of the undersigned to question the | Propose edits: 2. [Bidder's name] waives any right it may have to seek and obtain a writ of injunction or prohibition or restraining order against any or all PANAY AND GUIMARAS ECs to prevent or restrain this Transaction or any proceedings related thereto, from progressing, including the selection of the Winning Bidder and the execution of the Power Supply Agreement. Such waiver shall, however, be without prejudice to the right of the undersigned to question the legality lawfulness of any disqualification or the rejection | Accepted. Revised Annex D-1 is hereby attach as Annex "SBB-03-B". |

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| | <p>lawfulness of any disqualification or the rejection of Bid offers by appropriate administrative or judicial processes not involving the issuance of a writ of injunction or prohibition or restraining order;</p> | <p>of its Bid offer/s or any portion of the bid process by appropriate administrative or judicial processes not involving the issuance of a writ of injunction or prohibition or restraining order;</p> <p>*This was allowed in Round 1 of our CSP</p> | |
| Annex D-1 | <p>4. [Bidder's name] unconditionally and irrevocably waives any defect, deviation, fault or infirmity in this Transaction and the whole process conducted by the Panay and Guimaras ECs Power Consortium, Inc.</p> | <p>Propose edits: 4. [Bidder's name] unconditionally and irrevocably waives any defect, deviation, fault or infirmity in this Transaction and the whole process conducted by the Panay and Guimaras ECs Power Consortium, Inc., except when such defect, deviation, fault or infirmity is attended or caused by fraud, gross negligence or willful misconduct of PGECPCI.</p> <p>*This was allowed in Round 1 of our CSP</p> | <p>Accepted. Revised Annex D-1 is hereby attach as Annex "SBB-03-B".</p> |

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| <p>Annex D-2</p> | <p>"...however such information is documented, that has been or may hereafter be provided, made available or shown to [Bidder's name] or is otherwise obtained from the review of the documents or properties of, and discussions with, the PANAY AND GUIMARAS ECs and the Bidders, their affiliates, associates and or subsidiaries,..."</p> | <p>Propose edits: "... however such information is documented, that has been or may hereafter be provided, made available or shown to EDC Energy Development Corporation or is otherwise obtained from the review of the documents or properties of, and discussions with, the PGECPCI and/or each of the PANAY AND GUIMARAS ECs and the Bidders, their affiliates, associates and or subsidiaries, ...""</p> <p>*This was allowed in Round 1 of our CSP"</p> | <p>Accepted. Revised Annex D-2 is hereby attach as Annex "SBB-03-C".</p> |
| <p>Annex D-2</p> | <p>The following information shall not constitute "Confidential Information" for purposes of this Undertaking: (a) information which [Bidder's Name] can prove in its possession and was available to it on a non-confidential basis prior to disclosure by the PANAY AND GUIMARAS ECs and/or</p> | <p>"Propose edits: The following information shall not constitute "Confidential Information" for purposes of this Undertaking: (a) information which [Bidder's Name] can prove in its possession and was available to it on a non-confidential basis prior to disclosure by the PGECPCI and/or each of the PANAY AND GUIMARAS ECs and/or the disclosing Bidders;</p> | <p>Accepted. Revised Annex D-2 is hereby attach as Annex "SBB-03-C".</p> |

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| | <p>the disclosing Bidders; (b) information which is obtained by [Bidder's name] from a third person which, insofar as is known to [Bidder's name], is not prohibited from disclosing the information under a contractual, legal, or fiduciary obligation to Panay Guimaras EC Power Consortium, Inc. and (c) information which is or becomes generally available to the public other than as a result of a breach of this Undertaking by [Bidder's name].</p> | <p>(b) information which is obtained by [Bidder's Name] from a third person which, insofar as is known to [Bidder's Name], is not prohibited from disclosing the information under a contractual legal, or fiduciary obligation to Panay Guimaras EC Power Consortium, Inc.; and (c) information which is or becomes generally available to the public other than as a result of a breach of this Undertaking by [Bidder's Name].</p> <p>*This was allowed in Round 1 of our CSP"</p> | |
| <p>Annex D-5</p> | <p>"3. [Bidder's name] is: a. Free and clear of all liabilities (including taxes, customs duties, among others) with the government; and b. Not "blacklisted" or barred from Bidding by the Government or any of its agencies, offices, corporations or LGUs,</p> | <p>Propose edits: 3. [Bidder's name] is: a. Free and clear of all liabilities (including taxes, customs duties, among others) with the government that have not been duly protested or disputed by EDC; and b. Not "blacklisted" or barred from Bidding by the Government or any of its</p> | <p>Denied. Original statements in the template is retained.</p> |

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| | including its non-inclusion in the Consolidated Blacklisting Report issued by the Government of the Philippines (GOP)." | agencies, offices, corporations or LGUs, including its non-inclusion in the Consolidated Blacklisting Report issued by the Government of the Philippines (GOP). *This was allowed in Round 1 of our CSP | |
| B. TERMS OF REFERENCE | | | |
| [Lot 3] Renewable Energy (Qualified as RPS) | | May we request for the RECs required per year/month of each EC for the contract duration? | To calculate for this requirement, divide the contracted energy by 1,000 to get the REC equivalent. |
| RCOA Reduction | The Buyer shall be entitled to a reduction in its Contracted Capacity and Contracted Energy as a result of the transfer of any of the Buyer's captive customers to the contestable market. | We propose adding a Scenario 3: If the Transferring Customer transfers to a RES that is not an Affiliate of the Seller, but is an Affiliate of any of the Buyer's power suppliers. In this Scenario, Buyer shall NOT be entitled to RCOA reduction. Reduction in Contracted Capacity and Contracted Energy will be applied to the PSA of the power supplier | Denied. In case the contestable customer opts to transfer to the affiliated RES of the Buyer's existing power supplier, the reduction will be applied only if there is a provision for reduction in the PSA with the said power supplier. |

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| | | affiliated to the RES of the Transferring Customer. | Otherwise, the issue will be brought to the ERC for decision. |
| Contracted Energy | Item No. 5 for Lot No. 3 | | Contracted energy for 2033 = 8,760 MWh |
| Force Majeure | Distribution Utility and the Power Supplier shall jointly establish plans for operating the power plant during Force majeure. Such plans shall include recovery from a local or widespread electrical blackout. The Power Supplier shall comply with the Emergency procedures and provide contingency plan if a force majeure occurs. Actual consumption shall be pro-rated to all the buyer's supplier. | 1. Please elaborate further particularly on the purpose and procedures to be followed among others. | The business continuity plan or recovery plan of the Seller and the Buyer shall be discussed and established with the winning bidder. |
| C. POWER SUPPLY AGREEMENT | | | |
| 2.2 Responsibilities of SELLER. | 2.2.1 SELLER shall supply and deliver electricity to BUYER from the Power Plant during the Cooperation | May SELLER source supply from other sources, as an alternative/ back-up only, since supply will still be charged at Contract Price and line rental | For the replacement power, we agree that it can be sourced out from any sources, provided |

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| | <p>Period in accordance with the terms and conditions of this Agreement; provided that, SELLER shall not be obligated to deliver electricity hereunder following the date on which a Termination Notice is validly issued by the SELLER pursuant to a BUYER Default.</p> | <p>charges is still for SELLER's account and as long as the consequent Renewable Energy Certificates is also provided?</p> <p>Suggested change:</p> <p>2.2.1 SELLER shall supply and deliver electricity to BUYER from the Power Plant or Other Sources during the Cooperation Period in accordance with the terms and conditions of this Agreement; provided that, SELLER shall not be obligated to deliver electricity hereunder following the date on which a Termination Notice is validly issued by the SELLER pursuant to a BUYER Default.</p> <p>Where Other Sources refers to: (i) other power plant/s owned and/or operated by SELLER's affiliates, (ii) other independent power producers or third party-suppliers, and/or (iii) as a last resort, the WESM, from which SUPPLIER</p> | <p>that it will not exceed the contract price and the REC equivalent should be current.</p> |
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| | | may, in its sole discretion, source electric energy for Supply; | |
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This Supplemental Bid Bulletin No. 05 shall form part of the Bidding Documents. Any terms, conditions and provisions inconsistent with this Bid Bulletin are hereby amended, modified, and superseded accordingly.

Finally, kindly acknowledge receipt of this bid bulletin and email the acknowledgement to tpbac.pgecpci@gmail.com

Thank you very much.

**THE JOINT THIRD PARTY BIDS AND AWARDS COMMITTEE
PANAY-GUIMARAS EC POWER CONSORTIUM, INC.**

By:

A handwritten signature in black ink on a light blue background, appearing to read 'HERMO PATACSI'.

HERMO PATACSI
Chairman, JTPBAC

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ACKNOWLEDGMENT RECEIPT

This is to acknowledge the receipt of Supplemental Bid Bulletin No. 05 issued by the Joint Third Party Bids and Awards Committee (JTPBAC) of Panay-Guimaras EC Power Consortium, Inc. (PGECPCI).

Received: _____

Signature over Printed Name

Position: _____

Company: _____

Date Received: _____