



# OCCIDENTAL MINDORO ELECTRIC COOPERATIVE, INC.

M.H. Del Pilar St., San Jose, Occidental Mindoro 5100



## BID BULLETIN No. 21-001 Series of 2021

### TO ALL PARTICIPATING BIDDER:

This Bid Bulletin No. 21-001, Series of 2021 dated 15 September 2021 is being issued to respond to request for clarifications and to confirm key issues addressed for a Competitive Selection Process (CSP) for New Power Provider (NPP) of OMECO to Supply Power in Mainland Occidental Mindoro through Short-Term (2022 to 2026) Power Supply Agreement (PSA) for SAMARICA Area.

Attached herewith are the Third-Party Bids and Awards Committee (TPBAC) responses.

This Bid Bulletin No. 21-001, Series of 2021 shall form part of the Bidding Documents. Any provisions in the Bidding Documents inconsistent herewith is hereby amended, modified and superseded accordingly.

For information of all concerned.

### FOR THE TPBAC:

  
**CELSO D. GARCIA**  
TPBAC Chairman

Organized by the National Electrification Administration under Presidential Decree no. 269

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Tel Nos. (043) 491-1981/457-0190





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NO.	DOCUMENT	REFERENCE	PROVISION	BIDDERS QUERY/COMMENT/REQUESTED PROVISION	TPBAC RESPONSE/AMENDMENTS
1	Instructions to Bidders	ITB 1.2	1.2 The Winning Bidder/s shall deliver the annual requirement of OMECO from 26 December 2021 to 25 December 2026 in accordance with the dispatch of OMECO or System Operator.	<p>Impossibility of meeting the 26 December 2021 delivery date. (ITB 1.2)</p> <p>It is not possible to meet the 26 December 2021 delivery date requirement for various reasons. The winning bidder will have an extremely short period of only about two and a half (2.5) months after the notice of award before the delivery date.</p> <p>Under the ITB, the target date for the joint application of PSA for approval with the Energy Regulatory Commission ("ERC") is 25 November 2021. Under the Section 3, Rule 14 of the Revised Rules of Practice and Procedure of the ERC, the ERC has a total of seventy-five (75) days from the filing of the application within which to act on the motion for provisional authority ("PA"). This is beyond the control of the parties. Without a PA, it would not be lawful to commence supply. In addition, operations would become unviable because it is in the PA where the ERC directs the National Power Corporation to disburse the necessary subsidy.</p> <p>Further, there is far from enough time to obtain the necessary government permits and approvals from the ERC, the local government units, the Department of Energy, Department of Environment and Natural Resources, and National Water Regulatory Board, among others.</p>	<p>The "Commercial Operation Date" shall occur on 26 December 2021 or <i>within</i> Ninety (90) days upon issuance of ERC Provisional Authority (PA) or Final Approval (FA) of the PSA.</p>

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				<p>Lastly, the actual construction and installation of the power plant/s itself, including the procurement and shipping of parts as well as testing and commissioning will require far more than the short period of about two and a half (2.5) months after award.</p> <p>Bidder requested the TPBAC to reconsider the 26 December 2021 delivery date considering that the issuance of government permits for the legal commencement of operations is beyond the control of the winning bidder.</p>																									
2	Instructions to Bidders and Terms of Reference	ITB 17.7. ITB 17.8 and TOR 4.3.1		<p>2. Rectification of index for bunker from F0380 to F0180. (ITB 17.7, ITB 17.8, TOR 4.3.1)</p> <p>F0380 is a bunker fuel that has been banned for use in the Philippines due to its viscosity and higher sulfur content. This type of bunker fuel and is no longer supplied here in the country. F0180 is the fuel that is presently being supplied in the country.</p> <p>It would be incorrect to use an index for a different commodity especially that there is a price difference between the reference market price of F0380 and F0180. The table below shows a sample of the price difference between F0380 and F0180:</p> <table border="1" data-bbox="577 1068 703 1914"> <thead> <tr> <th>2021</th> <th>JAN</th> <th>FEB</th> <th>MAR</th> <th>APR</th> <th>MAY</th> <th>JUN</th> <th>JUL</th> </tr> </thead> <tbody> <tr> <td>F0180 (SHELL)</td> <td>326.60</td> <td>365.42</td> <td>385.39</td> <td>374.45</td> <td>379.06</td> <td>410.66</td> <td>420.21</td> </tr> <tr> <td>F0380 (SHIP&amp;BUNKER)</td> <td>345.69</td> <td>381.80</td> <td>401.43</td> <td>384.39</td> <td>386.83</td> <td>414.77</td> <td>423.61</td> </tr> </tbody> </table>	2021	JAN	FEB	MAR	APR	MAY	JUN	JUL	F0180 (SHELL)	326.60	365.42	385.39	374.45	379.06	410.66	420.21	F0380 (SHIP&BUNKER)	345.69	381.80	401.43	384.39	386.83	414.77	423.61	<p>TPBAC accepted the proposal provided that OMECO shall have the access on the proposed reference market price website. Bidder is given a deadline till September 13, 2021 to submit their references or websites that can be used as reference market price during the implementation of the PSA. However, if there is a subscription fee, it shall be borne by the winning bidder or NPP.</p>
2021	JAN	FEB	MAR	APR	MAY	JUN	JUL																						
F0180 (SHELL)	326.60	365.42	385.39	374.45	379.06	410.66	420.21																						
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3	Terms of Reference	TOR 2.1.3		<p>2.1.3 For the avoidance of doubt, if from the supply in SAMARICA area is from the existing power plan in San Jose with three (3) units at 7MW maximum loading per unit, the 15MW remaining capacity shall be augmented by additional 5MW Dependable</p>	<p>2.1.3 For the avoidance of doubt, if from the supply in SAMARICA area is from the existing power plant in San Jose with three (3) units at 7MW maximum loading per unit,</p>																								

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4	Terms of Reference	TOR 3.4.2		<p>Capacity to meet the 19MW Net Dependable Capacity Under Single Outage Contingency in 2022. If power supply will come from modular units with 2MW Dependable Capacity per unit, the Total Dependable Capacity in 2022 shall be 20MW (i.e., 19MW + 2MW contingency reserve).</p>	<p>the 14 MW remaining capacity shall be augmented by additional 5MW Dependable Capacity to meet the 19MW Net Dependable Capacity Under Single Outage Contingency in 2022. If power supply will come from modular units with 2MW Dependable Capacity per unit, the Total Dependable Capacity in 2022 shall be 21MW (i.e., 19MW + 2MW contingency reserve).</p>
5	Draft Power Supply Agreement	Defition of Terms		<p>Commercial Operations Date (COD) means the date whereby the NPP/s is obligated to supply the Net Dependable Capacity which is 26th of December 2021 or upon approval of Provisional Authority (PA) or Final Authority (FA).</p>	<p>Commercial Operation Date (COD) means the date whereby the NPP is obligated to supply the Net Dependable Capacity which shall occur on 26 December 2021 or <i>within</i> Ninety (90) days upon issuance of ERC Provisional Authority (PA) or Final Approval (FA) of the PSA.</p>

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6	Draft Power Supply Agreement	Section 8		<p>COD Definition :</p> <ul style="list-style-type: none"> <li>Inconsistency of Section 8 (Effectivity, Term, Commercial Operation Date) with the Definition of COD which says COD is 26 December 2021 or 90 days after ERC Provisional Authority (PA) or Final Authority (FA)</li> <li>Bidder proposed that "whichever is later" should be added for the avoidance of doubt.</li> </ul>	<p>The "Commercial Operation Date" shall occur on 26 December 2021 or <i>within</i> Ninety (90) days upon issuance of ERC Provisional Authority (PA) or Final Approval (FA) of the PSA</p>
7	Draft Power Supply Agreement	Section 9.2		<p>Consequences of Excused Delay Events (Section 9.2)</p> <ul style="list-style-type: none"> <li>Seller effectively penalized for COD delay even if it is not at fault (i.e., ERC approval and government permits, force majeure, act or omission of OMECO).               <ol style="list-style-type: none"> <li>Even if the delay is excused, Seller shall shoulder the difference between the cost of the alternative supply and the cost of PSA power.</li> <li>An excused delay will not affect the end of the contract.</li> </ol> </li> <li>Bidder proposes these shall only be effective when it is at fault.</li> <li>Bidder also inserted the following:               <ol style="list-style-type: none"> <li>alternative supply subject to the approval of DOE and ERC, and confirmation from NPC that it will pay subsidy</li> </ol> </li> </ul> <p>1. Alternative supply may be unlawful since it</p>	<p>9.2 Consequences of Excused Delay Events</p> <p>9.2.1 The period of delay shall not affect the end of contract in case the delay is due to the fault of the Seller. However, should the circumstances warrant and upon approval of the ERC the Buyer shall be allowed to extend the termination date of this contract.</p> <p>The following proposals are accepted as follows :</p> <p>9.2.2 If the Seller fails to deliver the requirements on COD, the Seller or the Buyer shall arrange alternative supply for a maximum period of six (6) months, <b>subject to the approval of DOE and ERC,</b></p>

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8	Draft Power Supply Agreement	Section 12.2		<p>arranged from another supplier without a CSP, without a DOE exemption from CSP, and without ERC approval. Since an obligation that is contrary to law is void, it is necessary to seek clearance from DOE and ERC.</p> <p>2. Confirmation from NPC on the payment of subsidy is necessary. Note that the Seller's obligation is only to pay the difference between the alternative supply rate and the PSA rate. OMECO will likely end up paying the difference between the alternative supply rate and SAGR since there is no way NPC will release subsidy without an unequivocal directive.</p> <p>ii. Pricing for alternative supply shall be the ERC-approved rate of the source plant, with UCME subsidy entitlement.</p> <ul style="list-style-type: none"> <li>The foregoing comments and proposed revisions are subject to the deferral of the target date of 26 December 2021 to a reasonable date, as it is already impossible to achieve COD by 26 December 2021 given the little time left.</li> </ul> <p>Commissioning energy fees at SAGR (Section 12.2)</p> <ul style="list-style-type: none"> <li>Because Seller will incur O&amp;M and fuel costs during commissioning, Bidder proposed the PSA rate less capital recovery per ERC practice. OMECO will still pay SAGR, but the balance will be from subsidy.</li> </ul>	<p><b>TPBAC</b></p> <p><b>RESPONSE/AMMENDMENTS</b></p> <p><i>and confirmation from NPC that it will pay subsidy. For the avoidance of doubt, it is understood that the pricing for the alternative supply shall be based on the latest ERC-approved rate for the source plant, and the difference between the rate and the SAGR shall be sourced from the UCME subsidy.</i> The difference between the cost of the alternative supply and the cost of power supply under this PSA shall be to the account of the Seller who failed to deliver <b>due to its own fault.</b></p> <p>9.2.3 If the period of delay <b>due to the Seller's fault</b> exceeds six (6) months, the Buyer may terminate the contract or continue the alternative supply for a maximum period of one (1) year.</p> <p>The TPBAC accepts the proposal on:</p> <p>12.2 Commissioning Energy Fees. The Buyer shall purchase and pay the commissioning energy</p>

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9	Draft Power Supply Agreement	Section 10.2.5		<p>Section 10.2.5 provides that even if the ERC adjusts the total fees in the Agreement, it shall not be considered as a ground to terminate the Agreement.</p> <ul style="list-style-type: none"> <li>• Add: "However, should the provisional or final approved rate of the ERC be so low as to result in negative cash flow for the Seller, the Seller shall not be forced to operate at such a loss, and shall thus have the right to terminate the PSA."</li> <li>i. Termination will only happen in the most extreme of scenarios.</li> <li>ii. The right to terminate will only happen when the approved rate is so low that the Seller ends up paying in order to supply the Buyer.</li> </ul>	<p>The proposed additional provision is accepted:</p> <p>10.2.5 The Parties, however agree that approval of ERC of the Agreement which causes a downward or upward adjustment in the total fees agreed by the Parties in the Agreement, shall not be deemed as Conditional Approval referred to in this Section and the same shall not be considered as a ground to terminate this Agreement. <b>However, should the provisional or final approved rate of the ERC be so low as to result in negative cash flow for the Seller, the Seller shall not be forced to operate at a such a loss, and shall thus have the</b></p>

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10	Draft Power Supply Agreement	Section 22.3		<p>Forfeiture of entire Performance Security in Section 22.3 even for minor breaches (e.g., sending the power bill one day late).</p> <ul style="list-style-type: none"> <li>Revision: Forfeiture should only be for uncured material breach under Section 19.3.4,</li> </ul> <p>i. It is not reasonable to forfeit the ENTIRE Performance Security for minor or innocuous failure to strictly follow all the PSA provisions.</p>	<p>TPBAC accepts the proposed revision on :</p> <p>22.3 The Performance Security shall be forfeited in full by the Buyer in case of termination of the Agreement due to Seller's Default or material breach of the terms of this Agreement by the Seller or <b>uncured default under Section 19.3.4.</b></p>

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11	Draft Power Supply Agreement	Section 13.4		<p>PHP21.6319/KWh penalty for failure to provide Replacement Capacity when exceeding allowed outages in Section 13.4</p> <ul style="list-style-type: none"> <li>o OMCPC proposed to reduce the penalty because it is excessive.</li> <li>o TPBAC: Maintain the provision with the following reasons:               <ul style="list-style-type: none"> <li>i. The outage allowances were offered by OMCPC in its bid.</li> <li>ii. OMCPC will not pay if it will not exceed the allowances offered and provide replacement power.</li> </ul> </li> <li>o Php 21.6319/KWh is an estimate for an LFO Diesel plant at 10-15% capacity factor (adopted from the Marinduque CSP)</li> <li>o Revision: Undelivered energy multiplied by the penalty price of equivalent to SAGR               <ul style="list-style-type: none"> <li>i. For the Marinduque CSP, the PHP21.6319/KWh was not paid to the DU, but a reduction to the monthly bill. If the penalty in MARELCO is being adopted, it should be applied in the same manner.</li> <li>o Add: Effect shall be that undelivered power deemed to have been delivered and shall have no effect whatsoever, including no reduction in the power rates under Section 13.3                   <ul style="list-style-type: none"> <li>i. This is added to avoid a double penalty. Section 13.3 also reduces the power rates as an effect.</li> <li>ii. OMCPC may agree with the penalty provision and remove the reduction of power rates to avoid a double penalty.</li> </ul> </li> </ul> </li> </ul> <p>Effectively double penalty in Section 13.3</p> <ul style="list-style-type: none"> <li>o Per Section 13.3, if outage allowances are exceeded, the fixed cost components of the price shall be reduced proportionately to the undelivered capacity through reduction in the Buyer's rates in the next year               <ul style="list-style-type: none"> <li>• Both Section 13.3 and 13.4 provide a penalty for the same event, which is when the Seller exceeds the Allowed Outages. There should only be ONE (1) PENALTY for exceeding the Allowed Outages.                   <ul style="list-style-type: none"> <li>1. Should Section 13.4 be retained, Section 13.3 should be REMOVED.</li> </ul> </li> </ul> </li> </ul>	<p>The TPBAC maintain the penalty of Php 21.6319/kWh. This is for OMECO's and MCO's safeguard. To avoid the winning bidder to pay the penalty, they must provide a replacement capacity.</p> <p>13.4 The Seller on its own account must provide Replacement Capacity when the Power Plant is unavailable to produce power for a continuous period of seven (7) days in excess of Allowed Outages. Failure to provide replacement capacity shall be penalized by computing the undelivered energy multiplied by the penalty price of</p>
12	Draft Power Supply Agreement	Section 13.3			

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13	Draft Power Supply Agreement	Section 13.2		<p>Unutilized outage allowance shall not be carried over to the next year (Section 13.2).</p> <ul style="list-style-type: none"> <li>Bidder proposes carrying over because annual preventive maintenance becomes more significant over the years.</li> </ul>	<p>TPBAC maintains the provision.</p>
14	Draft Power Supply Agreement	Section 17.1		<p>Buyer has an excessively lengthy period of sixty (60) days to dispute the power bill in Section 17.1.</p> <ul style="list-style-type: none"> <li>Reduce to fifteen (15) days               <ul style="list-style-type: none"> <li>It is unreasonable for the Buyer to have two months to contest the bill when it is only SAGR x kWh delivered; kWh delivered is determined by meter reading which the Buyer already confirms during meter reading. Before 60 days ends, there would already be consequences that cannot be undone – the Seller would have already remitted the VAT for any questioned amount to the BIR, and may have already remitted income taxes on the questioned amount</li> </ul> </li> </ul>	<p>TPBAC amends the number of days to dispute from 60 days to 30 days. If 15 days only, problem on metering cannot be traced. It is possible that only on the next reading, metering problem can trace, if any.</p> <p>17.1 Notification Period. The Buyer has the right to place under dispute any Monthly Power Bill <b>within thirty (30) days</b> upon receipt of the Invoice from the Seller in accordance with Section 15.3. Failure to notify the dispute or claims during the period shall</p>

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15	Draft Power Supply Agreement	Section 21.1, 21.3		<p>Security deposit (Section 21.1, 21.3)</p> <ul style="list-style-type: none"> <li>o Security deposit in the form of NEA Guarantee is not effective security because of the benefit of excussion.</li> <li>o Security deposited posted only after Buyer failed to pay or defaulted on the PSA.               <ul style="list-style-type: none"> <li>i. The Security Deposit should be posted upon COD.</li> <li>ii. Form should be letter of credit. A security deposit is supposed to answer for, among others, non-payment by the Buyer. The guarantee does not serve that purpose because of the benefit of excussion.</li> <li>iii. To reconcile the provisions, Section 18.3.6 on the failure to post Security Deposit as a Buyer Event of Default is revised to "when due" instead of "within Forty-Five (45) Days from payment due date."</li> </ul> </li> </ul>	<p>constitute a waiver by the Buyer of any claim or dispute in respect of such Invoice, except those arising from errors in billings under Section 17.4 hereof.</p> <p>Provisions in Section 21.1 and 21.3 maintain.</p>

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16	Draft Power Supply Agreement	Section 15.1		<p>VAT on Subsidy (Section 15.1)</p> <ul style="list-style-type: none"> <li>o Add: "Should the ERC rule that the VAT on the TCGR should be charged to OMECO or the customers, the Buyer shall be charged accordingly."               <ul style="list-style-type: none"> <li>i. This is related to an issue raised by NPC with the ERC. In short, NPC is contesting the use of subsidy to pay any portion of the VAT component of a supplier's TCGR. In fact, NPC has already stopped paying subsidy for VAT for all suppliers in off-grid areas. Since the TCGR is paid from subsidy and from the DU, the only other source of funds for VAT is the DU, especially since VAT is a tax on sales to be paid by the Buyer. This revision does not automatically mean the Buyer will pay the full VAT on the TCGR. It will only happen if ERC rules so.</li> </ul> </li> </ul>	<p>TPBAC</p> <p>RESPONSE/AMMENDMENTS</p> <p>This matter on ERC ruling on VAT payment have already been covered by the provision of Section 27 – Change in Applicable Law.</p>
17				<p>No provision on joint meter reading</p> <ul style="list-style-type: none"> <li>• Schedule E on the Measurement and Recording of Electricity included, taken from the original 20MW PSA and the EPSAs so that the implementation will be uniform.</li> <li>• Billing Month definition revised to include reference to Schedule E.</li> </ul>	<p>Schedule D Measurement and Recording of Electricity is included in schedules with amendments.</p>
18	Draft Power Supply Agreement	Section 7.1		<p>Section 7.1 mentions a Merit Order Table in Schedule D, but no Schedule D is provided.</p>	<p>During the implementation of the PSA, the System Operator or OMECO will prepare a Merit Order based on available sources of energy in ascending order of economic dispatch with PSA.</p> <p>TPBAC amends Section 7.1 as wit:</p> <p>7.1 General. Except as provided in this Agreement, the Seller shall be responsible for the</p>

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					<p>ownership, control and possession, operation and maintenance of the Power Plant in accordance with Section 7.2 and which Buyer may dispatch in accordance with this Agreement. The Buyer shall dispatch the Power Plant for its power requirements in accordance with the Merit Order and pay the Monthly Fees in accordance with Section 15 of this Agreement. It is understood that, except as otherwise expressly provided for in this Agreement, the BUYER shall only pay for Actual Energy delivered.</p> <p>TPBAC also defines that the <b>Merit Order</b> shall mean the way of ranking available sources of energy based on ascending order of economic dispatch.</p>

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19	Draft Power Supply Agreement	Section 7.2		Section 7.2 refers to a Schedule on technical parameters, but there is no Schedule provided therefor.	<p>7.2 Responsibilities of the Seller. At its own cost, the Seller shall be responsible for the following:</p> <p>a) The ownership, control and possession, operation and maintenance of the Power Plant, including obtaining all necessary Government Consents, including environmental approvals, required in connection with the Power Plant, in accordance with Good Industry Practice, the technical parameters set forth in <b>Schedule B</b> and in compliance with Applicable Law;</p>
20	Instructions to Bidders	Definition of Terms		Commercial Operation Date (COD) – refers to the date whereby the NPP/s is obligated to supply the Dependable Capacity which is December 26, 2021 or Ninety (90) Days upon issuance of the ERC of Provisional Authority (PA) or Final Approval (FA) of the PSA.	Commercial Operation Date (COD) means the date whereby the NPP is obligated to supply the Net Dependable Capacity which shall occur on 26 December 2021 or <i>within</i> Ninety (90) days upon

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## OCCIDENTAL MINDORO ELECTRIC COOPERATIVE, INC.

M.H. Del Pilar St., San Jose, Occidental Mindoro 5100



NO.	DOCUMENT	REFERENCE	PROVISION	BIDDERS QUERY/COMMENT/REQUESTED PROVISION	TPBAC RESPONSE/AMMENDMENTS
21	Instructions to Bidders	ITB 32.2	Lease Fee	In ITB 32.2 (b), a Bidder may opt to submit a Letter of Intent (LOI) for the use of the proposed sites. How much is the Lease Fee should a Bidder choose to use the recommended sites? This will be included in the Fixed O&M rate.	issuance of ERC Provisional Authority (PA) or Final Approval (FA) of the PSA.  The site is subject to acquisition/purchase only and the land has an estimated size of 3 hectares with a rate of PHP3,000.00 per square meter, as per coordination with the Owner. The Bidder may opt to purchase whatever size of land he needed for this CSP transaction. The site is located at Magbay, San Jose, Occidental Mindoro, beside the NPC Magbay Substation.
22			COC	Looking for the possibility for the TPBAC to consider the formal confirmation from ERC in line with the COC application looking that everything is properly documented.	Aside from Certificate of Compliance, the Provisional Authority to Operate (PAO) is only considered
23	Instructions to Bidders	ITB 27		Is there a baseline system loss estimate (in power units) that would be used by Bidders in the computation of the Plant Credited Capacity as required in ITB 27.	None.
24	Instructions to Bidders	ITB 28	Discount Rate	Please confirm if the discount rate to the determination of the Present Worth is equal to the inflation rate assumed for PHCPI.	Yes. The TPBAC confirmed.
25	Instructions To Bidders	ITB 15.2	(b) Technical Documents	(d) Copy of Certificate of Compliance issued by ERC or Service Contracts from the DOE as well as copies of its Generation Company Information Sheet (GCIS) and Generation Company Management Report (GCMR) submissions to ERC for the last two	The TPBAC amends the ITB 15.2 (b) Technical Documents letter (d) for consistency purposes.

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26	Instructions to Bidders	ITB 15		<p>(2) years. For Bidders where the power plant operation experience is not covered by COCs and GCMRs of ERC, a certification from third parties such as contracted customers (e.g., NPC-SPUG) and the operational reports received or recorded by the customer/s shall be submitted.</p>	<p>(d) Copy of Certificate of Compliance or <b>Provisional Authority to Operate (PAO)</b> issued by ERC or Service Contracts from the DOE as well as copies of its Generation Company Information Sheet (GCIS) and Generation Company Management Report (GCMR) submissions to ERC for the last two (2) years. For Bidders where the power plant operation experience is not covered by COCs and GCMRs of ERC, a certification from third parties such as contracted customer/s (e.g., NPC-SPUG) and the operational reports received or recorded by the customer/s shall be submitted.</p> <p>TPBAC requires the submission of COC or PAO issued by the ERC.</p>
				<p>Bidder request for the reconsideration of the submission of documents confirming the application of the Bidder for the COC in lieu of Item (d) of the Eligibility Requirements – Technical Documents as set forth in ITB 15.</p> <p>Bidder has not received a confirmation from the ERC regarding its pending application.</p> <p>With the Opening of Bids scheduled on 23 September 2021, there would not be enough time for</p>	

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				<p>the request for and the issuance of a Provisional Authority to Operate thereby rendering the Bidder ineligible due to uncontrolled factor.</p> <p>To attest to Bidder good faith and timely compliance to regulatory requirements, Bidder will be sending copies of</p> <ul style="list-style-type: none"> <li>(i) the confirmation from the DOE endorsing Bidder for the issuance of the COC,</li> <li>(ii) the accomplished submittals of Bidder.</li> </ul> <p>Should Bidder be allowed and declared as the Winning Bidder?</p>	

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