



**OCCIDENTAL MINDORO ELECTRIC COOPERATIVE, INC.**  
**SAN JOSE, OCCIDENTAL MINDORO**



**BID BULLETIN NO. 07**

This Bid Bulletin No. 07 dated 31 October 2019 is being issued to respond to request for clarifications and to confirm key issues addressed and discussed during the Pre-Bid Conference held last 03 October 2019:

REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
	<ul style="list-style-type: none"><li>• Are we allowed to connect to Pulang Lupa S/S considering that it is owned by OMCPC who is a private generator? If so, please clarify how this will be implemented.</li><li>• Does the OMECO TPBAC require the power plants to directly tap into the identified connection points (substations) in Table 10, or is a line tap anywhere along the 69 kV transmission line allowed?</li><li>• Second pong question ko 'yong about sa single line diagram na pinakita n'yo, you said that sa SAMARICA there are two connecting points, Magbay and Pulang Lupa, so it means that if the plant is connected po ba sa .. for example kasi sa single line diagram nakita na agad natin na naconnect 'don sa Pulang Lupa substation and we have to make a transmission line going to Magbay substation for that purposes?</li><li>• We believe that there should also be a metering point at 69kV line since under No. 17 of the same document, the winning Bidder shall also connect to 69kV line. Please provide more details.</li><li>• Are we required to have</li></ul>	<p>The designated locations and injection points of the power plants for Interim Demand Requirement is shown in Annex 1 and 2 of this Bid Bulletin.</p> <p>For the New Generation Capacity, the power plant location shall be on the discretion of the winning bidder. However, the winning bidder shall connect on the NPC approved connection points which at Magbay Substation for San Jose Power Plant, NPC proposed Switching station at Brgy. Malisbong for Sablayan Power Plant and Tayamaan Substation for Mamburao Power Plant. Voltage injection point shall be only at 69kV. Please refer to the attached Annex 3 and 4 of this Bid Bulletin.</p> <p>If the winning bidder will construct the Power Plant in Pulang Lupa or in any other location in San Jose, they shall also construct 69kV transmission line going to the Connection Point/Magbay Substation.</p> <p>The Metering Points or Delivery Points for the Buyer's energy consumption shall be at the 13.2kV side while the use of metering point at the 69kV side is to measure the total</p>

REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
	<p>separate metering facilities for both 13.2kV and 69kV?</p> <ul style="list-style-type: none"> <li>• We understand that as per regulation the metering facility is at the injection point. Moreover, under Section 7.2.h the Seller is required to connect to both 69kV and 13.2 kV while Section 7.2.i requires the Seller to connect to the Buyer's metering point at 13.2kV. Please clarify.</li> <li>• ITB Section 1.5 requires that the winning bidder shall install 69kV metering facility between existing 69kV line of NPC and the winning bidder's power plant and interconnection facility. Will the 69kV metering facility requirement be a billing meter or a check meter?</li> <li>• Can we connect the back-up power plants to the 13.2 KV only? When the 69KV line breaks down, it will be useless to supply power in the defective system? Please note that we can also do regulation at the 13.2 KV system.</li> <li>• We understand that normally the metering facility is at the injection point. You mentioned that there will be separate billing meter for RE. Will the injection point be at 13.2kV or 69kV?</li> <li>• Per TOR item 17, Power Plant Substation/Switchyard shall connect to both 69 KV (NPC line) and 13.2 KV (OMECA Dist. Line) However, per InsTB Section 1.4 the Power Bill</li> </ul>	<p>generation for UC-ME claims. Please refer to the attached Single Line Diagram (Annex 2 and Annex 4 of this Bid Bulletin).</p>



REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
	<p>metering point must be at 13.2 kv. Also, in InsTB Section 1.5 requires that the winning bidder shall install 69kv metering facility between existing 69 kv line of NPC and the winning bidder's power plant and interconnection facility. We'd like to confirm if the intention is really to connection to both 69 kV and 13.2 kV or either.</p> <ul style="list-style-type: none"> <li>• On the question of required capacity per site for the interim solution, we inquired if the specified capacities per site are minimum requirements per site. The rationale for the query is that it will be possible, for example, to install <math>18 + 4 + 7 = 29\text{MW}</math> (for Samarica + Sablayan + Mapsa, respectively) which actually exceeds the total capacity required but may fall marginally short on a specific site (Sablayan). The key here is to avoid over designing the solution so that excessive costs are avoided, in this case the extra MW in Sablayan. This may help lower the TCGR of the bidder. Alternatively, there may be a site(s) that critically require(s) a minimum capacity but other(s) where it is not too critical for so long as the total is 28.5MW or more.</li> <li>• On the interim requirement, there was a schedule of 28.5, 30.5 and 32.5 over three years, right sir? So ah.. but actually two years lang naman ang interim requirement natin can we be more specific when these</li> </ul>	



REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
	<p>capacity will be required? I mean ah, nakalagay kasi don 2020, 21, 22, so kung mag 2022 three months lang afterwards tanggal na s'ya, kasi we need to have that information for proper planning. So if, if that will be given po, that will be much appreciated.</p> <ul style="list-style-type: none"> <li>Given the limited time, can we connect the Interim Demand Requirement only at 13.2 kV only?</li> <li>"The winning bidder shall start to deliver and operate an interim demand requirement on 25 March 2020 either through rentals or modular generating units..."</li> </ul> <p>Shall the interconnection point for the interim plant be at 13.2 kv distribution line only?</p> <p>Considering that DU is more knowledgeable of their system, are there specific recommended sites for interim Units?</p> <ul style="list-style-type: none"> <li>Please clarify what is meant by connection of Plant Substation/Switchyard to both 69kV NPC and 13.2 kV OMECO Distribution lines? What is the scheme for the metering points for this since Item 18 has provided for metering points on the designated OMECO Substations.</li> </ul>	
	<ul style="list-style-type: none"> <li>if genset voltage is 13.8 kV, will OMECO require power transformer for the 13.2 kV interconnection?</li> </ul>	<p>Yes, but the power evacuation at 13.2kV is allowed only during the interim.</p>
	<ul style="list-style-type: none"> <li>In relation to above, will the power evacuation to 69 kV and</li> </ul>	<p>Yes, during interim only. Power evacuation of new generating</p>

REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
	13.2 kV be done simultaneously?	capacity is at 69 kV only.
TOR No. 09, Outage Allowance	<ul style="list-style-type: none"> <li>• Since there is no outage allowance, how shall this be reconciled with the mandatory PMS of each generating units</li> <li>• "No outage allowance. Power Supplier shall provide 24/7 supply" How shall we consider the annual PMS of Substation and Transmission Line? Will OMECO consider outage allowance for the needed annual PMS?</li> </ul>	The Seller shall be allowed 16 hours annual scheduled outage allowance for each Power Plant. This scheduled outage allowance is for preventive maintenance of Power Plant substation including control system. (Bid Bulletin No. 06, Series of 2019 dated 30 October 2019).
	<ul style="list-style-type: none"> <li>• We request clarification on whether the disallowance of any type of outages, also intend to disallow any downtime.</li> </ul> <p>In addition, the disallowance of any outage allowance is not realistic and is prejudicial to both OMECO and the NPP for the following reasons:</p> <ol style="list-style-type: none"> <li>1) Unscheduled outages, like those brought about by Force Majeure events, are necessary to protect not only the generating plant, but even the power distribution system from potential damage.</li> <li>2) Outages must be allowed in emergency situations, including adverse weather conditions, where injury or loss of lives and damage to properties (e.g., through electrocution, etc.) may be prevented. Given these, we request that this item be revised.</li> </ol>	<p>The Seller shall be allowed 16 hours annual scheduled outage allowance for each Power Plant. This scheduled outage allowance is for preventive maintenance of Power Plant substation including control system.</p> <p>Both parties shall formulate protocols during emergency situation and Force Majeure.</p>
TOR No. 3 Contracted/Dependable Capacity	<ul style="list-style-type: none"> <li>• The dependable capacity and contracted capacity must be defined separately. Contracted capacity is fixed at 42MW while</li> </ul>	To revise the definition of the Dependable Capacity/Guaranteed Dependable Capacity in the



REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
TOR No. 22 Dispatch by Utility	<p>the dependable capacity shall be equal or higher than the contracted capacity. We request the revision of this item.</p> <ul style="list-style-type: none"> <li>The Utility should only be able to dispatch the power plant up to Contracted Capacity since it is also the limit for capacity payment. We proposed the revision of this item.</li> </ul>	<p>Instruction to Bidders.</p> <p>“Dependable Capacity/Guaranteed Dependable Capacity – refers to the contracted capacity of thirty-nine megawatts (39 MW).”</p>
Item 17, Page 3 of Terms of Reference	What's the status of the NPC's 69 kV facilities, which locations are already connected and which are not yet connected if there are. What are the future plans of NPC on their 69kV line/facility?	The 69kV line in the OMECO grid was already completed. The planned switching station at Sablayan is expected to complete prior to the COD of the New Generating Capacity where the Bidder is required to connect.
ITB 1, Scope of Transaction	<ul style="list-style-type: none"> <li>Please provide more details on this proposed scheme. Kindly clarify if the back-up power plant shall be equivalent to the large power plant.</li> <li>If we install the 42MW in one location, what will be the total capacity of the back-up units to be installed?</li> </ul>	If the Power Supplier put up a single large Power Plant at San Jose area, the back-up power plant of Sablayan and Mapsa shall be equivalent to required contracted capacity.
ITB Clause 1.7	Can we install the entire 42MW in one location only?	Yes, but if the Power Supplier put up a single large Power Plants at San Jose area, the bidder must install backup plants in Sablayan and Mamburao equivalent to the contracted capacity.
	When you mention that pupwedeng mapaaga 'yong permanent plant, so the interim requirement can be shorten yes sir, how will that affect the evaluation of the prop, of the bid of the proponent if it's not you know.. clear, meron po bang weighing tayo don? on the interim and the permanent?	We will follow the period for interim demand requirement and the new generating capacity
	On the question of capacity build-	Every 1st day of the 3rd billing

REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE												
	<p>up for the interim solution. The table below was what was provided with the TOR: YEAR INTERIM DEMAND REQUIREMENT (MW)</p> <table> <tr> <td>SAMARICA</td> <td>SABLAYAN</td> <td>MAPSA</td> </tr> <tr> <td>TOTAL 2020</td> <td>17.7</td> <td>4.2 6.6 28.5</td> </tr> <tr> <td>2021</td> <td>19.0</td> <td>4.5 7.0 30.5</td> </tr> <tr> <td>2022</td> <td>20.3</td> <td>4.7 7.5 32.5</td> </tr> </table> <p>The interim solution, however, is to be provided for only a period of two years commencing 25 March 2020 to 25 March 2022. Can you be more specific on when OMECO would need the aggregate capacities of 30.5mw and 32.5MW? The rationale behind the request is that a schedule can help in fleet planning and deployment. A relatively big cost in the supply of modular gensets is the cost of transport. Given a clearer schedule of the capacity build-up allows a proponent to determine if it may be worthwhile to advance the installation of modular capacity to avoid additional transport/mobilization/installation cost. Again this may help a proponent lower his overall TCGR.</p>	SAMARICA	SABLAYAN	MAPSA	TOTAL 2020	17.7	4.2 6.6 28.5	2021	19.0	4.5 7.0 30.5	2022	20.3	4.7 7.5 32.5	<p>month of the year or February 25.</p>
SAMARICA	SABLAYAN	MAPSA												
TOTAL 2020	17.7	4.2 6.6 28.5												
2021	19.0	4.5 7.0 30.5												
2022	20.3	4.7 7.5 32.5												
ITB Clause 6.1 (d)	<ul style="list-style-type: none"> <li>• What is the most recent available NPC TCGR?</li> <li>• The declared TCGR is higher than the most recent available NPC TCGR. What's the latest NPC TCGR? Will the comparison be based on NPC's ex-vat or in-vat TCGR?</li> <li>• May we therefore request that the TPBAC to be more definite by providing the Php/kw-hr AND Php/kw-month respective ceilings. This is in consideration that some of the prospective Bidders are not in a position to meet the said ceiling</li> </ul>	<p>The ITB Clause 6.1 (d) is to be omitted.</p>												



REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
	<p>or making a bid offer an exercise in futility</p> <ul style="list-style-type: none"> <li>One ground for disqualification po kasi is under ITB 6.1 'yong letter D, declared TCGR is highest than the most recent available NPC TCGR, so, we know that, based on that term of reference you stated there that the source of power is open technology, are you going to provide us a TCGR per technology?</li> <li>Para ma-site din po namin kasi 'yong each tariff component 'nong TCGR.</li> <li>Okay sige sir, need lang namin maclarify kasi 'yong sa ground for disqualification 'yong dapat hindi higher sa NPC kasi nakalagay NPC sir e.</li> </ul>	
	Can OMECO issue actual daily, monthly & yearly load profile for each recommended power plant location?	Yes, the data and documents are already available and you may secure during due diligence period.
	Is the RE requirement already included in the 42MW or will it be on top of the 42MW requirement?	Yes, it is included in the 39 MW.
	<ul style="list-style-type: none"> <li>Is the RPS requirement on top of 42MW?</li> <li>Is the reserve/ancillary requirement on top of the 42MW? Please clarify.</li> </ul>	No, It is included in 39MW.
	The bunker is given no, unless you install something else, the bunker will not pass the emissions requirements and yet you actually in the bid documents you encourage it, including don sa peak load n'yo tska sa ancillaries.	The bidder has the option to what type of technology they will use as regulating, base, peaking, ancillary, and reserve.
	Is the N-1 requirement already	Yes, it is included in the 39 MW.



REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
	included in the 42MW required capacity? We noticed that you did not mention N-1 requirement in the bidding documents.	
	Are we allowed to build power plants outside of the identified locations (San Jose, Sablayan and Mamburao)?	No.
	It was mentioned during the pre-bid conference that NPC proposed to construct a switching substation at Sablayan. May we know if there are contingency plans in case the NPPs powerplant is constructed ahead of NPC's Sablayan substation? Where will we tap on the 69KV line in such case?	The planned switching station at Sablayan is expected to complete prior to the COD of the New Generating Capacity where the Bidder is required to connect.
	What's the definition of Associated Energy? Is this similar to contracted energy or minimum energy off-take?	No, it is the projected energy requirements of the Buyer as shown in Schedule F of PSA.
TOR No. 03	What is Contracted Capacity? Is this equivalent to 42MW?	The Contracted Capacity is thirty-nine megawatts (39 MW) per revised TOR.
	<ul style="list-style-type: none"> <li>There seems to be a mismatch between the term and its definition. The term is just an expectation but the definition is the actual event. What is the difference between NEE and Associated Energy?</li> <li>What is the relevance of the Net Expected Energy if the Buyer will pay the Seller based on the actual energy delivered and the Seller's tariff is based on contracted capacity and actual energy? We propose to delete the phrase "up to the Net Expected Energy level" and change it to "up to the Contracted Capacity of 42MW".</li> </ul>	<p>The NEE is to be omitted in the PSA.</p> <p><i>"The Associated Energy refers to the projected energy requirements of the Buyer as shown in Schedule F of PSA."</i></p>
TOR No. 06	Considering the tight deadline, availability of engine and its	The COD of the Interim Demand Requirement has been

REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
	<p>auxiliaries and the difficulty in securing all the necessary permits and licenses, it is suggested not to fix the date for the interim COD.</p> <p>It is too risky and difficult on the part of the seller to invest without prior ERC approval of the PSA. Example, assuming the Commission approved the PSA on 19 March 2020, how can the seller operate by 20 March 2020? Thus, it is suggested to rephrase/change this provision as follows:</p> <p>8.3.1 For the interim Demand Requirement – within six (6) months from ERC approval (provisional or final) of the PSA.</p>	<p>moved to May 25, 2020.</p>
PSA Section 9.2	<p>On the interim demand requirement, if the buyer agrees to the above suggestion this provision shall not be relevant.</p>	<p>We will maintain the provision.</p>
	<p>The total contracted capacity is 42MW, is this figure already accounts the ancillary, reserve and the RPS for Off-Grid Compliance? Or the RPS is still on top of 42MW?</p>	<p>It is included in 39MW.</p>
	<p>The procurement of the 42MW will happen for both the interim years (2020 – 2022) and contract years (2022 – 2035), this means that a total of 84MW capacity will be invested on by the developer? It also mentions that rentals for the interim period is allowed, however the next section mentioned that new generating facility is needed by 2020. Please clarify that interim period capacity may come from diesel type facilities and need not be new?</p>	<p>Please refer to Annex 1 and 3 of this Bid Bulletin.</p>
	<p>Please confirm that the 42MW is equivalent to what will be</p>	<p>39MW is contracted capacity that must be delivered by the</p>



REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
	delivered to the DU? If that is the case, then total capacity to be put up should be more than 42MW to account for the internal house loads and losses	Seller.
TOR No. 23	Is 5 years a fixed requirement or will OMECO consider reducing it to 3 years to allow more participants and so not unnecessarily exclude other interested bidders since the 2018 CSP Rules did not indicate the number of years.	We will maintain the 5 years requirement as power supplier.
ITB 5 Eligible Bidders, Item 5.1	<ul style="list-style-type: none"> <li>• Does the term “engaged” in power generation includes the power supplier or its partner or affiliate being an existing a O/M provider of an existing power plant?</li> <li>• Does the term “operates/owned” at least 5MW installed capacity, does it include in the capacity as O/M provider?</li> <li>• Is the 5-year power generation requirement treated separately with respect to the at-least 5 MW installed capacity, meaning to say that the interested bidder should: have 5-year power generation experience; have at least 5 MW installed capacity or does this mean that the interested bidder should have at least a 5-year experience in owning and/or operating a power plant with at least 5 MW installed capacity?</li> <li>• Should the bidder (power supplier or its affiliate or consortium/partnership) have a separate experience of five (5) years in power generation?</li> </ul>	Power supplier or its affiliate, or consortium/partnership of power suppliers who owns and operates a power plant for at least five (5) years, with previous or existing Power Supply Contract with Distribution Utility of at least 5 MW duly approved by the ERC

REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
	<ul style="list-style-type: none"> <li>• Should the bidder (power supplier or its affiliate or consortium/partnership) own and operate power plant(s) that have been existing and operational for the last five (5) years?</li> <li>• Should the power plant(s) be existing and operational for the last five (5) years? Or should the bidder (power supplier or its affiliate or consortium/partnership) possess BOTH experience in different fields of power generation (refer to question 2) for the last five (5) years AND own and operate power plant(s) that have been existing and operational for the last five (5) years?</li> </ul>	
	How is the term "affiliate" characterized, what is the level of ownership of the principal-affiliate and vice-versa?	Affiliate means a corporation that directly or indirectly, to one or more intermediaries, is controlled by, or is under the common control of another corporation which thereby becomes its parent corporation. Two companies are affiliated when one company owns less than a majority of the voting stock of the other, usually less than 50%, or when both are subsidiaries of the third company.
	On the term consortium/partnership, it is required that it should be an existing consortium/partnership? Or it will be okay to submit a unincorporated joint venture and shall thereafter form a special purpose corporation to implement the PSA if declared as the winning bidder?	<p>No, for the purposes of the bidding they can form a consortium/ partnership.</p> <p>Unincorporated joint venture is sufficient for purposes of bidding.</p>





REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
	Follow-up question don sa question on the affiliate issue, usually kasi at least sa mga PPP projects kasi we're going to use the experience of our affiliate, the bidder will remain as the bidder and the experience nong affiliate that will be used for qualification, they can use and they will present proof na affiliate s'ya, but the main bidder will be the power generator, to clarify lang sir, hindi ito 'yong ini-envision na condition dito but if we're going to use an affiliate, si affiliate na mismo 'yong magiging bidder?	Yes, the affiliate should be the bidder.
	On the same issue, i-clarify ko lang uli 'yong purpose of stating or affiliate don sa TOR kasi if you have an affiliate that's qualify bakit pa natin banggitin sa TOR edi s'ya na ang mag-bid, I think the purpose there is so that pwede kang magbid pero meron kang affiliate na qualify pero ikaw 'yong bidder otherwise there's no sense in, you know specifying this on the TOR kasi you can always go to a JV naman with anybody not necessarily an affiliate kaya ang understanding namin doon is I can bid magrefer lang ako sa experience ng affiliate ko and I will have to prove na affiliate ko s'ya.	The affiliate should be the bidder.
	Clarification lang sa eligibility requirements it says the Bidder or its affiliate regarding the experience, so kung wala akong experience but my affiliate has experience pwede kong i-cite 'yong affiliate ko? so the affiliate should be a member of your JV or partnership? Kailangan kasama?	The affiliate should be the Bidder.
ITB Clause 12.1.1 (j)	If Bidder is under a consortium, must submit a declaration under oath of its principal owner. In case of un-incorporated consortium,	If Bidder is under a consortium, must submit a declaration under oath of its lead bidder. The Lead Bidder should have a five (5)

REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
	<p>can we declare a Lead Bidder instead of principal owner? In addition, only the lead bidder shall comply with the bid requirements as well as with the eligibility/capability requirements through itself, subsidiaries or affiliates.</p>	<p>year experience and owns and operates 5MW power plant.</p>
	<ul style="list-style-type: none"> <li>• Sir balikan ko lang 'yong question, two questions ago 'yong about using affiliate to qualify, ah sabi mo na pupwede gamitin 'yong qualifications ng affiliate by a bidder right? as long as kasama sa consortium 'yong affiliate, so ibig sabihin makipag JV ang isang company with its own affiliate? Ganon ho ba 'yon?</li> <li>• Affiliate po.. 'yong question po kasi kanina is for example 'yong isang Bidder pwedeng, kasi may reference to Bidder or its affiliate right? So, ang question kanina was kung pwede bang gamitin 'yong qualifications ng affiliate to.. or experience for example eligibility to qualify, for example in terms of financial or technical capability, tapos 'yong tanong, 'yong sagot po kanina was that pwede as long as 'yong affiliate is ka-JV nong ano, nong Bidder, so are you saying that 'yong Bidder ay makipag-JV with its own affiliate?</li> <li>• Okay, so two things po no, 'yong power supplier and its affiliates isasali n'ya 'yong affiliate na for example 'yong, 'yong, 'yong ahh let's say FS, AFS nong affiliate na isasali 'nong bidder, 'yon po ba 'yong intention?</li> </ul>	<p>Yes, you can use the qualification of the affiliate if there's a joint venture or consortium.</p>



REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
	Legal requirements: Can the bidder use its (100% owned) subsidiary's credentials for the bidder's eligibility requirements? Do we just attach it to the bid docs?	No, you cannot use your subsidiary's credentials.
Section 12.1.1 Page 13 of Instruction to Bidders	Item G. The bidder must submit a notarized certification from its client DU that the bidder/affiliates have no record of Unsatisfactory Performance.  We have readily available Certificates of Satisfactory Performance. Can this be allowed instead?	No, you have to secure a new certification for this bidding.
ITB 5 Eligible Bidders Item 5.2	Would the OMECO TPBAC accept the bidder's consolidated net worth (i.e. bidding company and its affiliates/subsidiaries) for this requirement?	Yes.
ITB 5 Eligible Bidders, in relation to the Invitation to Bid and Terms of Reference	The ITB (similar to the Invitation to Bid and Terms of Reference) states that for the eligibility requirements, the Power supplier or its affiliate or consortium/partnership must comply with the parameters set for technical and financial capabilities. During the Pre-Bid Conference on October 3, 2019, it was explained by OMECO that if the affiliate's technical and/or financial capability will be used, the affiliate must become the bidder; the bid documents purchased by the initial bidder must be assigned to the affiliate; and the affiliate must be able to comply with all the eligibility requirements for the CSP, and must also submit proof of that it is indeed an affiliate of the initial bidder. We request reconsideration of OMECO's requirement. Kindly note that in other projects (such as public biddings for PPP projects and	No.

REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
	<p>national infrastructure projects), the bidders are allowed to use the experience or capability of its affiliates to be eligible or to pre-qualify to bid, but the bidder will remain to be the main bidder and will only need to submit proof of its relation with the affiliate whose qualifications are being used. Given this, we request that this condition, as discussed during the Pre-Bid Conference, be reconsidered and revised.</p>	
	<p>The interim power supply will have to be on line on March 2020 or the Winning Bidder will only have 4 months window to get approval from ERC. Based on our experienced ERC approval will take more than 4 months, will this cause for termination or default of the Winning Bidder? What will be the legal basis and the rates to be used to operate the interim power supply?</p>	<p>No, refer to Section 9 of PSA.</p>
<p>Page 23 of 53 – Item 25.5</p>	<ul style="list-style-type: none"> <li>In the instruction to bidders you mentioned that “if multiple Bidders have the same Calculated Levelized Cost, the TPBAC shall decide on how to break the tie based on other bid proposals favorable to OMECO.”</li> </ul> <p>Please expound on “based on other bid proposals favorable to OMECO”. In awarding the contract, will there be other criteria to be considered other than the price? May we request for an illustration/example how this will be applied?</p> <p>May OMECO clarify the mechanism on how to break a tie? We suggest that the</p>	<p>In case of tie Bids, that is, if multiple Bidders have the same calculated Levelized Cost, the bidder with the highest offered Prompt Payment Discount (PPD) shall be used in breaking the tie.</p>



REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
	mechanism for breaking a tie be fixed prior to the actual bidding.	
ITB 12, 13 and 14	Is the OMECO TPBAC requiring the Bidder to submit "certified true copies" of relevant documentary requirements?	<p>Yes, there are documents that are required to be certified true copies except for the following where the bidders are required to submit original copies:</p> <ul style="list-style-type: none"> <li>• Original sheet containing at least three (3) specimen signature and three (3) initials of the authorized representative;</li> <li>• Notarized certification from its client DU that the Bidder or its Affiliates or consortium/partnership of power suppliers has no record of Unsatisfactory Performance. For this purpose, "Unsatisfactory Performance" means any of the following:</li> </ul> <p>In relation to any power supply contract that has been implemented for at least five (5) years prior to the Bid Submission Deadline (as defined below) by the Bidder:</p> <ol style="list-style-type: none"> <li>i. the failure of the Bidder to satisfactorily perform any of its material obligations for such contract, as evidenced by the imposition of a judicial pronouncement or arbitration award;</li> <li>ii. the expulsion of the Bidder from any such contract;</li> </ol>

REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
		<p>iii. the termination or suspension of any such contract due to the Bidder's willful breach of its obligations; or</p> <p>iv. material violation of laws and/or regulations by the Bidder applicable to any such contracts, including but not limited to environmental, health, safety, labor and social welfare laws and regulations, as evidenced by findings of the relevant competent authority.</p> <ul style="list-style-type: none"> <li>• If Bidder is under a partnership or consortium, must be evidenced by an agreement showing that their rights and obligations, including liabilities in this Bidding and the resulting Power Supply Agreement are solidary;</li> <li>• If Bidder is under a partnership or consortium, must submit a declaration under oath of its lead bidder;</li> <li>• A certification under oath from Bidder's responsible officers that the Bidder is free and clear of all liabilities with the government;</li> <li>• A document containing the name, address and contact details, including telephone number/s, fax number/s and</li> </ul>



REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
		<p>email address/es, of Bidder duly signed by the authorized representative/s;</p> <ul style="list-style-type: none"> <li>• Acceptance of the Bidding Documents</li> <li>• Confidentiality Agreement and Undertaking</li> <li>• Omnibus Sworn Statement</li> <li>• Company profile highlighting experiences, expertise of the company and key officers in power plant operation</li> <li>• Statement in matrix form of all similar projects owned, developed, constructed, and/or operated by the Bidder in the last five (5) years.</li> <li>• Statement, in matrix form, of customers with power supply contract. The statement shall include, for each customer</li> <li>• Company profile and history of the bidder and its affiliate, or consortium/partnership of Power Suppliers including: <ul style="list-style-type: none"> <li>i. Previous experience with financing (equity and debt) of projects of the type and size being proposed;</li> <li>ii. Financing Plan including, but not limited to detailed description of where the funds will originate (debt</li> </ul> </li> </ul>

REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
		<p>financing and equity financing);</p> <p>iii. Convincing evidence that the Bidder can finance the equity component of the investment such as commitment letters from investors and partners; and</p> <p>iv. Convincing evidence that Bidder has strong credit backing and can successfully arrange financing for the project such as letter from prospective project financiers.</p> <ul style="list-style-type: none"> <li>• Bid Security;</li> <li>• General information on the power plant(s), specifically the design data (type, including specific fuel, number of units, and capacity), proposed plant site(s), power plant design, and single line diagram of all plant sites showing the connection on the existing 69kV line and 13.2kV distribution system;</li> <li>• Committed key project milestone schedule, in months/weeks after Notification Date, of proposed power plant(s) including, but not limited to, the following: <ul style="list-style-type: none"> <li>i. Project financial closing with lenders;</li> </ul> </li> </ul>

1



REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
		<ul style="list-style-type: none"> <li>ii. Commencement of construction;</li> <li>iii. Completion of site preparation, foundation, and civil works;</li> <li>iv. Installation of electrical and mechanical components of the plant(s);</li> <li>v. Testing and commissioning; and</li> <li>vi. Commercial operation;</li> <li>• Development and Engineering, Procurement, and Construction (EPC) Plan describing the methodology, process, and schedule that shows the feasibility and credibility that proposed power plant(s) will be available on the scheduled Commercial Operation Date;</li> <li>• Fuel Supply Plan indicating: <ul style="list-style-type: none"> <li>i. Long-term availability;</li> <li>ii. Contingency supply for at least thirty (30) days; and</li> <li>iii. Key terms of the Fuel Supply Agreement;</li> </ul> </li> <li>• Risk Management Plan from development to operations including, but not limited to, pertinent information on project insurance and bonding program to be put in place;</li> </ul>

REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
		<ul style="list-style-type: none"> <li>• Convincing evidence that Bidder will be able to acquire ownership of right, title, or interest in the proposed site(s) and the right to use the energy resource where applicable, or alternatively, a letter from the land owner or appropriate government agency indicating that Bidder will be able to acquire such right if the Bidder is awarded the PSA under this Transaction. In case of land lease, letter from the landowner of their commitment to lease the land for plant site should the Bidder be awarded the PSA will suffice;</li> <li>• Convincing evidence that Bidder can successfully develop and construct the power plant(s) such as letter from prospective EPC contractor with reputable track record with whom the Bidder has been arranging for the project in response to this Bid. Include a list of power plant EPC projects of the contractor(s) in the last five (5) years and the contact details (persons, address, telephone numbers, fax numbers, and email addresses) of the clients of the EPC Contractor;</li> <li>• Convincing evidence that Bidder has been arranging with prospective fuel supplier for long-term fuel supply for the project, if applicable. Bidder shall have received sufficient</li> </ul>

1



REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
	<p>If yes, would the OMECO TPBAC accept certification of true copy in the form of a Secretary's Certificate, with the Corporate Secretary or Authorized Representative's signature on each and every page of the document being certified?</p>	<p>assurances that a reliable supply of fuel will be available under competitive price and supply terms as evidenced by letters from prospective fuel suppliers.</p> <ul style="list-style-type: none"> <li>• Financial Proposal.</li> </ul> <p>Secretary's Certificate is not acceptable. Each and every page of the documents must be stamped as certified true copies.</p>
	<p>My question pertains to the Instructions to Bidder particular in ITB 12, I would like to know that it was discussed in the first slide the one about ahm.. allowing consortium, I would like to seeks further clarification if what we.. what will be allowed is an incorporated consortium or unincorporated consortium? The reason I'm asking for that clarification is that in the documents required in for example in letter "H" page 13, it says if a bidder is under a partnership or consortium it must be evidenced by an agreement showing that their rights and obligations, including liabilities in this Bidding and the resulting Power Supply Agreement are solidary which can be taken to me na unincorporated s'ya yet in letter "J" further it says if Bidder is under a partnership or consortium it must submit a declaration under oath of its principal owner which can be taken to me na that's, it's an incorporated consortium right? So ahmm.. do we mean incorporated</p>	<p>Both incorporated and unincorporated are allowed. However, If Bidder is under a consortium or partnership, a lead bidder must be declared.</p>

REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
	or unincorporated because what.. if it's an incorporated what they can do is for two companies to submit an undertaking to form a SPV if it will be a successful in the securing the award.	
ITB 5 Eligible Bidders, Item 5.2	Would the OMECO TPBAC accept the bidder's consolidated net worth (i.e. bidding company and its affiliates/subsidiaries) for this requirement, and will they accept as submission the said bidder's consolidated audited financial statement?	Based on the eligibility requirements, either the power supplier or its affiliate may only be eligible to bid. However, in case they form a JV or consortium, their audited financial statements may be combined for the computation of the net worth.
	The question is if OMECO has a plan to impose pre-conditions on any bid proposal involving renewable energy and coal plant. As we have proposed, such bid proposals must be supported by feasibility study, grid impact study including perhaps at least a certificate of no objection from the Local Government in case of a Coal Plant as additional pre-qualification requirements. All of these as measures to serve as deterrent in repeating past irregularities on CSP from other NPC SPUG Areas since without, the OMECO CSP is deemed an exercise of futility or is only wasting the time and money of the rest of other serious Bidders.	As additional to the Technical Documents Requirements, the Bidder who will offer renewable energy must submit <b>Technical Study</b> to support that the proposed renewable energy is feasible in the province.  As of this day, the province of Occidental Mindoro has no policy prohibiting the construction of coal power plant.
	Have suggested a scenario where the winning NPP have proposed a 50-50 energy mix between diesel fired and solar power but during subsequent implementation of PSA have encountered problems which incidentally resulted to actual generation mix of 70 pct from diesel plant and only 30 pct from cheaper solar power. The question is if the 50-50 pct energy mix according to bid proposal will still	Yes, it should be followed the offered energy mix for every billing month.



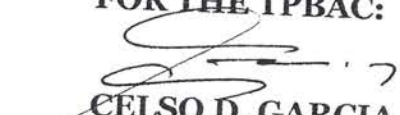


REFERENCE	QUESTIONS AND CLARIFICATIONS	TPBAC RESPONSE
	prevail in the issuance of power bill?	

This Bid Bulletin No. 07, Series of 2019 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