



BID BULLETIN NO. 2

This Bid Bulletin No. 2 dated July 30, 2021 is being issued to clarify items in the Bidding Documents as a result of the Pre-Bid Conference held on July 22, 2021.

1. Notice to Bidders

Bidders are hereby notified of the amendments, revisions, modifications and clarifications to the Bidding Documents earlier made available to Bidders relative to the Competitive Selection Process (CSP) for PANELCO I Five (5) Megawatt Power Supply Procurement.

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

Any provision of previous issuances by the TPBAC which are inconsistent with any of the provisions of this Bid Bulletin No. 2 shall be deemed superseded hereby.

2. The following is the amendment to ITB-2 Definition of Terms:

ITB No.	Original Provision	Amended Provision
ITB-2 Definition of Terms - Blended Price	Blended Price refers to the effective after-tax price of the baseload demand and energy which is the subject of this CSP, obtained as the weighted price of the energy delivered by the GenCo at its price and the equivalent energy resulting from Allowed Outages to be sourced from WESM and WESM price	None

3. The following is the amendment to ITB-7 Eligible Bidders:

ITB No.	Original Provision	Amended Provision
ITB-7 Eligible Bidders Item 7.4	Bidders, preferably , have an aggregate generation portfolio of at least five (5) MW from renewable energy power plant(s) at the time of submission of Bid and has at least two (2) years track record in renewable energy power plant construction and operation.	Bidders, at least , have an aggregate generation portfolio of at least five (5) MW from renewable energy power plant(s) at the time of submission of Bid and has at least two (2) years track record in renewable energy power plant construction and operation

4. The following is the amendment to ITB-29 Tied Bids:

ITB No.	Original Provision	Amended Provision
ITB-29 Tied Bids Item 29.1 c	If ties are not yet broken, the Bid with the highest total Capital Recovery Fee component (Fixed Cost No. 1) will be favored; and	If ties are not yet broken, the Bid with the lowest total Capital Recovery Fee component (Fixed Cost No. 1) will be favored; and

5. The following is the amendment to Annex A – Terms of Reference:


ITB No.	Original Provision	Amended Provision
Annex A – Terms of Reference Item 8 Tariff Structure (landed cost)	<p>The price offered must be in the following format:</p> <ul style="list-style-type: none"> - Capital Recovery Fee (<i>Php/kWh</i>); no indexation - Fixed O&M Fee (<i>Php/kWh</i>) HI - Variable O&M Fee (<i>Php/kWh</i>) - The Price Adjustment Formula must consider the local Consumer Price Index, and indicate the reference date and the weight of indexation <p>- P/kWh, with certain portions of the base price subject to periodic adjustments based on inflation and foreign exchange fluctuations.</p> <p>* Currency should be in the Philippine Peso (Php)</p> <p>* Include penalties or interest for delayed payments.</p>	<p>The price offered must be in the following format:</p> <ul style="list-style-type: none"> - Capital Recovery Fee (<i>Php/kWh</i>); no indexation - Fixed O&M Fee (<i>Php/kWh</i>) - Variable O&M Fee (<i>Php/kWh</i>) - The Price Adjustment Formula must consider the local Consumer Price Index, and indicate the reference date and the weight of indexation <p>- P/kWh, with certain portions of the base price subject to periodic adjustments based on inflation and foreign exchange fluctuations.</p> <p>* Currency should be in the Philippine Peso (Php)</p> <p>* Include penalties or interest for delayed payments.</p>

6. The following are the amendments to the Draft Power Supply Contract:

Section No.	Original Provision	Amended Provision
Section 13 Events of Default-Notice of Default and Termination Upon Event of Default Item 13.2	In case an Event of Default is not cured within the applicable Cure Period, the Non- Defaulting Party may terminate this Agreement in accordance with Section XIV (<i>Termination</i>), and may pursue any remedy available to it under this Agreement or the law.	In case an Event of Default is not cured within the applicable Cure Period, the Non- Defaulting Party may terminate this Agreement in accordance with Section 14 (<i>Termination</i>), and may pursue any remedy available to it under this Agreement or the law.
Section 20 Representations and Warranties of the Parties Item 20.2	SELLER hereby represents and warrants to SELLER as follows:	SELLER hereby represents and warrants to BUYER as follows:
Section 22 Indemnity Item 22.1	Subject to Section 42 , each Party shall indemnify the other against all claims, or other liabilities due to (i) <u>loss</u> (other than the economic loss of BUYER's customers), or (ii) <u>death or injury to persons</u> , or (iii) <u>damage to property</u> , arising out of or in connection with the performance, delay, or failure to perform or breach of performance of its obligations hereunder, except to the extent that such claim or liability arises from the other Party's gross negligence or willful misconduct.	Subject to Section 22.3 , each Party shall indemnify the other against all claims, or other liabilities due to (i) <u>loss</u> (other than the economic loss of BUYER's customers), or (ii) <u>death or injury to persons</u> , or (iii) <u>damage to property</u> , arising out of or in connection with the performance, delay, or failure to perform or breach of performance of its obligations hereunder, except to the extent that such claim or liability arises from the other Party's gross negligence or willful misconduct.

For the guidance and information of all concerned.

Issued at PANELCO I Main Office, San Jose, Bani, Pangasinan.



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TPBAC Chairperson