

**BID BULLETIN NO. 01  
TO AEC-RPS-CSP-2021-01**

<b>DATE:</b>	25 October 2021
<b>FROM:</b>	AEC Third Party Bids & Awards Committee (TPBAC)
<b>TO:</b>	Prospective Bidders of AEC-RPS-CSP-2021-01
<b>SUBJECT:</b>	Bid Bulletin No. 01

1. This bid bulletin is issued to update the prospective bidders of the clarifications, modifications to the **Invitation To Bid (ITB) and Terms of Reference (TOR)** of AEC-RPS-CSP-2021-01.
2. The phrases/sentences in **[red font and enclosed in parentheses]** are to be deleted, while the phrases/sentences in **underlined, bold, blue font** are to be inserted.

<b>PARTICULAR PROVISION</b>	<b>CLARIFICATIONS &amp; MODIFICATIONS</b>	<b>UPDATED VERSION</b>
Annex 01, ITB, page 1, Start of Supply	March 26, 2023, or upon ERC Approval, whichever comes later. <b><u>If the ERC approval comes later than 26 March 2023, the 10-year contract term shall be adjusted accordingly.</u></b>	March 26, 2023, or upon ERC Approval, whichever comes later. <b>If the ERC approval comes later than 26 March 2023, the 10-year contract term shall be adjusted accordingly.</b>
Annex 01, ITB, page 3, 1 <sup>st</sup> paragraph after the table	Power generators interested to participate in this CSP may acquire the Bid Documents from <b>[August] <u>October</u></b> 2021, upon payment of a non-refundable <b><u>Participation Fee in the amount of Php 82,500 (inclusive of 12% VAT and net of 2% EWT).</u></b> In addition, interested	Power generators interested to participate in this CSP may acquire the Bid Documents from <b>October</b> 2021, upon payment of a non-refundable <b><u>Participation Fee in the amount of Php 82,500 (inclusive of 12% VAT and net of 2% EWT).</u></b> In addition, interested

	<p>participants will be required to submit the duly filled, signed and notarized Expression of Interest ("<u>Expression of Interest</u>") and Non-Disclosure Undertaking ("<u>Non-Disclosure Undertaking</u>" or "NDU"), see forms attached.</p>	<p>participants will be required to submit the duly filled, signed and notarized Expression of Interest ("<u>Expression of Interest</u>") and Non-Disclosure Undertaking ("<u>Non-Disclosure Undertaking</u>" or "NDU"), see forms attached.</p>
<p>Annex 01, ITB, page 6, 3<sup>rd</sup> row of Timetable</p> <p>Issuance of Bid Documents to Interested Bidders, after:</p> <ol style="list-style-type: none"> <li>1. Submission of <i>Expression of Interest (EOI)</i> to Bid; and</li> <li>2. Purchase of Bid Documents</li> </ol>	<p><a href="#">From</a> 18 Oct. 2021 <a href="#">up to noon of 27 Oct. 2021</a></p>	<p><b>From 18 Oct. 2021 up to noon of 27 Oct. 2021</b></p>
<p>Annex 01, ITB, page 6</p> <p>6<sup>th</sup> row of Timetable</p> <p>Submission of Bids Deadline</p>	<p>25 Nov. 2021, Thursday, <b>[11:30 AM] <a href="#">4:00 PM</a></b></p>	<p>25 Nov. 2021, Thursday, <b>4:00 PM</b></p>
<p>Annex 01, ITB, page 7, ANNEX 3, BCQ NOMINATION*</p>	<p>*Note: AEC can opt to nominate a BCQ higher than the quantities specified in the above Table; <i>Provided</i>, that</p>	<p>*Note: AEC can opt to nominate a BCQ higher than the quantities specified in the above Table; <i>Provided</i>, that</p>

	<p>AEC's nomination is done in accordance with a Nomination Protocol agreed upon by the contracting parties and specified in the PSA; <i>Provided Further</i>, that the nomination does not exceed <b>107%</b> of the <b>Total kWh/day, which may be applied to any of the intervals, including the 13,000 intervals.</b> For avoidance of doubt, all BCO shall be paid at the Purchase Price.</p>	<p>AEC's nomination is done in accordance with a Nomination Protocol agreed upon by the contracting parties and specified in the PSA; <i>Provided Further</i>, that the nomination does not exceed <b>107%</b> of the <b>Total kWh/day, which may be applied to any of the intervals, including the 13,000 intervals.</b> For avoidance of doubt, all BCO shall be paid at the Purchase Price.</p>
<p>TOR, page 1, Sec. 2, Scope of Competitive Selection Process</p>	<p>AEC is going out on a <i>competitive selection process</i> to procure renewable energy from eligible RE resources to supply its daytime peak hour requirements from 6am to 6pm, in the approximate amount of 35,697,000 kWh/year (97,800 kWh/day average), for a contract term of (ten) 10 years, to commence from 26 March 2023 to 25 March 2033, or upon ERC approval, whichever comes later. <u>If the ERC approval comes later than 26 March 2023, the contract term shall be adjusted</u></p>	<p>AEC is going out on a <i>competitive selection process</i> to procure renewable energy from eligible RE resources to supply its daytime peak hour requirements from 6am to 6pm, in the approximate amount of 35,697,000 kWh/year (97,800 kWh/day average), for a contract term of (ten) 10 years, to commence from 26 March 2023 to 25 March 2033, or upon ERC approval, whichever comes later. <b>If the ERC approval comes later than 26 March 2023, the contract term shall be adjusted</b></p>

	<u>accordingly</u> . Annex 3 shows the load profile to be procured through this CSP.	<b>accordingly</b> . Annex 3 shows the load profile to be procured through this CSP.
TOR, page 1, Sec. 3 – Timetable.  Issuance of Bid Documents to Interested Bidders, after: 3. Submission of <i>Expression of Interest (EOI)</i> to Bid; and 4. Purchase of Bid Documents	<u>From 18 Oct. 2021 up to noon of 27 Oct. 2021</u>	<b>From 18 Oct. 2021 up to noon of 27 Oct. 2021</b>
TOR, page 2, Sec. 3. 6 <sup>th</sup> row of Timetable  Submission of Bids Deadline	25 Nov. 2021, Thursday, <del>11:30 AM</del> <u>4 PM</u>	25 Nov. 2021, Thursday, <b>4 PM</b>
TOR, page 3, Sec. 5. TERMS OF REFERENCE  Start of Supply	26 March 2021, or upon ERC Approval, whichever comes later. <u>If the ERC approval comes later than 26 March 2023, the contract term shall be adjusted accordingly.</u>	26 March 2021, or upon ERC Approval, whichever comes later. <b>If the ERC approval comes later than 26 March 2023, the contract term shall be adjusted accordingly.</b>
TOR, page 7, Sec. 9, Documents Comprising the Bids,	<b>9.1.1. Plant Details:</b> Nominated Plant Name Location Connection Node Technology	<b>9.1.1. Plant Details:</b> Nominated Plant Name Location Connection Node Technology

<p>Sub-paragraph 9.1.1. Plant Details</p>	<p>Contract Energy per year, kWh Equivalent Contract Capacity, kW Guaranteed/<u>Historical</u> Plant Factor</p>	<p>Contract Energy per year, kWh Equivalent Contract Capacity, kW Guaranteed/<b>Historical</b> Plant Factor</p>
<p>TOR, page 7, Sec. 9, Documents Comprising the Bids,</p> <p>Sub-paragraph 9.2. Second Folder (Financial or Price Proposal)</p>	<p><b>9.2. Second Folder – (Financial or Price Proposal) – shall contain the following:</b></p> <p>9.2.1. Financial Qualification Requirements enumerated in Clause 10.3.</p> <p>9.2.2. Price/Rate in PhP/kWh for each contract year throughout the Required Contract Period beginning on the Target Commercial Sale Date, using Annex 4 – Form, Bid Proposal.</p> <p>9.2.3. <b>Line Rental Data</b> from the node where their plant is connected, to AEC’s node (average for the last twelve months). This shall form part of the bid submission which shall be subject for validation of the</p>	<p><b>9.2. Second Folder – (Financial or Price Proposal) – shall contain the following:</b></p> <p>9.2.1. Financial Qualification Requirements enumerated in Clause 10.3.</p> <p>9.2.2. Price/Rate in PhP/kWh for each contract year throughout the Required Contract Period beginning on the Target Commercial Sale Date, using Annex 4 – Form, Bid Proposal.</p> <p>9.2.3. <b>Line Rental Data</b> from the node where their plant is connected, to AEC’s node (average for the last twelve months). This shall form part of the bid submission which shall be subject for validation of the TWG (e.g. nodal prices data from WESM</p>

	<p>TWG (e.g. nodal prices data from WESM for the last twelve months signed by authorized signatories form IEMOP).</p> <p>9.2.4. <u>Accomplished RE PSA template and other proposed terms favorable to AEC.</u></p>	<p>for the last twelve months signed by authorized signatories form IEMOP).</p> <p><b>9.2.4. Accomplished RE PSA template and other proposed terms favorable to AEC.</b></p>
<p>TOR, page 11, Sec. 12, Bid Security, sub-paragraph (e)</p>	<p>The bid security <b>[may] shall</b> be forfeited if the bidder withdraws its bid during the period of bid validity period; or in the case of a successful bidder, withdraws its bid or fails in any of its undertaking in its bid within the specified time limit.</p>	<p>The bid security <b>shall</b> be forfeited if the bidder withdraws its bid during the period of bid validity period; or in the case of a successful bidder, withdraws its bid or fails in any of its undertaking in its bid within the specified time limit.</p>
<p>TOR, page 11, Sec. 14. ALTERNATIVE BIDS</p>	<p>Alternative Bids <u>more onerous to AEC than the terms provided in the RE PSA template</u> <b>[not compliant with the terms of the AEC bid documents]</b> will not be considered. <u>However, bidders may propose terms more favorable to AEC than that provided in the RE PSA template.</u></p>	<p>Alternative Bids <b>more onerous to AEC than the terms provided in the RE PSA template</b> will not be considered. <b>However, bidders may propose terms more favorable to AEC than that provided in the RE PSA template.</b></p>

<p>TOR, page 11, Sec. 15, Deadline for Submission of Bids,</p> <p>Sub-paragraph 15.2 – Deadline for Submission of Bids</p>	<p>AEC may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause <del>[7]</del> <b>8</b>; in which case, all rights and obligations of AEC and Bidders previously subject to the deadline will thereafter be subject to the new deadline as extended</p>	<p>AEC may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause <b>8</b>; in which case, all rights and obligations of AEC and Bidders previously subject to the deadline will thereafter be subject to the new deadline as extended</p>
<p>TOR, page 12, Sec. 17, Modification and Withdrawal of Bids,</p> <p>Sub-paragraph 17.2</p>	<p>The bidder’s modification or withdrawal notice shall be sent via email with markings:  <b>“MODIFICATION”</b> or <b>“WITHDRAWAL”</b>, as appropriate. <b>[A withdrawal notice sent by email must be followed by a signed confirmation hard copy.]</b></p>	<p>The bidder’s modification or withdrawal notice shall be sent via email with markings:  <b>“MODIFICATION”</b> or <b>“WITHDRAWAL”</b>, as appropriate.</p>
<p>TOR, page 12, Sec. 17, Modification and Withdrawal of Bids,</p> <p>Sub-paragraph 17.4</p>	<p>No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified in Clause <del>[12.a]</del> <b>13 (a)</b>.</p>	<p>No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified in Clause <b>13 (a)</b>.</p>
<p>TOR, page 13, Sec. 21, Sub-paragraph 21.1. PRELIMINARY</p>	<p>TPBAC shall open the <u>First Electronic Folder</u> of qualified bidders to determine each bidder’s compliance with the</p>	<p>TPBAC shall open the <u>First Electronic Folder</u> of qualified bidders to determine each bidder’s compliance with the</p>

<p>EXAMINATION OF BIDS</p>	<p>documents required to be submitted for the first component of the bid. For this purpose, TPBAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present in the first bid Folder, using a non-discretionary <b>"pass/fail"</b> criteria, as stated in the Invitation to <a href="#">[Apply for Eligibility and to]</a> Bid <a href="#">(ITB)</a> and the <a href="#">[Instructions to Bidders]</a> <a href="#">Terms of Reference (TOR)</a>. If a bidder submitted the required documents, it shall be rated <b>"passed"</b> for that particular requirement. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered <b>"failed"</b> for the particular requirement concerned. In case one or more of the above required documents in the first Folder of a particular bid is missing, incomplete, or patently insufficient, the TPBAC shall rate the bid concerned as <b>"failed"</b> and</p>	<p>documents required to be submitted for the first component of the bid. For this purpose, TPBAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present in the first bid Folder, using a non-discretionary <b>"pass/fail"</b> criteria, as stated in the Invitation to Bid <b>(ITB)</b> and the <b>Terms of Reference (TOR)</b>. If a bidder submitted the required documents, it shall be rated <b>"passed"</b> for that particular requirement. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered <b>"failed"</b> for the particular requirement concerned. In case one or more of the above required documents in the first Folder of a particular bid is missing, incomplete, or patently insufficient, the TPBAC shall rate the bid concerned as <b>"failed"</b> and immediately return to the bidder concerned its second bid folder unopened.</p>
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	immediately return to the bidder concerned its second bid folder unopened. Otherwise, TPBAC shall rate the said first bid Folder as <b>"passed"</b> .	Otherwise, TPBAC shall rate the said first bid Folder as <b>"passed"</b> .
TOR, page 13, Sec. 18, Opening of Bids, Sub-paragraph 18.5	Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid will result in the forfeiture of the bid security pursuant to Clause <del>[17.4]</del> <b>12 (e)</b> .	Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid will result in the forfeiture of the bid security pursuant to Clause <b>12 (e)</b> .
TOR, page 16, Sec. 27. Failure of Bidding, Sub-paragraph (e)	Winning bidder refuses to accept the award or enter into an RE PSA with AEC or refuses to jointly file with AEC the RE PSA before ERC, <b><u>and only one bidder is left to negotiate with AEC.</u></b>	Winning bidder refuses to accept the award or enter into an RE PSA with AEC or refuses to jointly file with AEC the RE PSA before ERC, <b>and only one bidder is left to negotiate with AEC.</b>
Annex 02, Renewable Power Supply Agreement (RE PSA template for short) Page 1, Sec. 1.1	<b>Commencement Date</b> – This Agreement shall commence on 26 March 2023, or upon <i>approval</i> by the Energy Regulatory Commission (ERC), whichever comes later. <b><u>If the ERC approval comes later than 26 March 2023, the contract term shall be adjusted accordingly.</u></b>	<b>Commencement Date</b> – This Agreement shall commence on 26 March 2023, or upon <i>approval</i> by the Energy Regulatory Commission (ERC), whichever comes later. <b>If the ERC approval comes later than 26 March 2023, the contract term shall be adjusted accordingly.</b>
Annex 02, RE PSA template, Page 2, Sec. 2.3	<b>Past Due Amount</b> - Any amount in the Billing Statement not paid on or before its <i>Payment Due Date</i> shall become a <i>Past Due</i>	<b>Past Due Amount</b> - Any amount in the Billing Statement not paid on or before its <i>Payment Due Date</i> shall become a <i>Past Due</i>

	<p><i>Amount</i> and shall earn an interest at the rate of <u>    </u>% per month on such <i>Past Due Amount</i> until fully paid. <b><i><u>(Bidder is to indicate a proposed interest rate here)</u></i></b></p>	<p><i>Amount</i> and shall earn an interest at the rate of <u>    </u>% per month on such <i>Past Due Amount</i> until fully paid. <b><i><u>(Bidder is to indicate a proposed interest rate here)</u></i></b></p>
<p>Annex 02, RE PSA template, Page 2-3, Sec. 2.4</p>	<p><b>Prompt Payment Discount (PPD)</b> – Should AEC settle the Billing Statement within 10 days from receipt thereof, but not later than the 15<sup>th</sup> day of the immediately succeeding month following the <i>Meter Reading Date</i>, RE Supplier shall grant a PPD equivalent to <u>    </u>% of the Peso amount promptly paid. RE Supplier shall reflect the PPD earned by AEC in a Credit Memo to be attached to the next billing statement. AEC may use the PPD earned to offset any amounts in future billing statements. <b><i><u>(Bidder may propose a PPD rate here)</u></i></b></p>	<p><b>Prompt Payment Discount (PPD)</b> – Should AEC settle the Billing Statement within 10 days from receipt thereof, but not later than the 15<sup>th</sup> day of the immediately succeeding month following the <i>Meter Reading Date</i>, RE Supplier shall grant a PPD equivalent to <u>    </u>% of the Peso amount promptly paid. RE Supplier shall reflect the PPD earned by AEC in a Credit Memo to be attached to the next billing statement. AEC may use the PPD earned to offset any amounts in future billing statements. <b><i><u>(Bidder may propose a PPD rate here)</u></i></b></p>
<p>Annex 02, Page 3 of RE PSA template, Sec. III, RE Certificates</p>	<p><b>RE Certificates</b> – AEC shall be entitled to the RE Certificates generated by the <i>Nominated RE Facility</i> that were declared as <i>BCQ</i>. RE Supplier shall grant AEC access to the <i>Metering Quantity (MQ)</i> of the <i>Nominated RE Facility</i>. AEC may then use the RE Certificates for compliance of its RPS obligations or sell any excess RE Certificates to the <i>RE Market</i>. <b><i><u>For avoidance of doubt, all energy declared as BCQ under this Agreement shall come from RPS-eligible energy.</u></i></b></p>	<p><b>RE Certificates</b> – AEC shall be entitled to the RE Certificates generated by the <i>Nominated RE Facility</i> that were declared as <i>BCQ</i>. RE Supplier shall grant AEC access to the <i>Metering Quantity (MQ)</i> of the <i>Nominated RE Facility</i>. AEC may then use the RE Certificates for compliance of its RPS obligations or sell any excess RE Certificates to the <i>RE Market</i>. <b><i><u>For avoidance of doubt, all energy declared as BCQ under this Agreement shall come from RPS-eligible energy.</u></i></b></p>

<p>Annex 02, Page 13 of RE PSA template, Annex "A" Bilateral Contract Quantity (BCQ)*</p>	<p>*Note: AEC can opt to nominate a BCQ higher than the quantities specified in the above Table; <i>Provided</i>, that AEC's nomination is done in accordance with a Nomination Protocol agreed upon by the contracting parties and specified in the PSA; <i>Provided Further</i>, that the nomination does not exceed <b>107%</b> of the <b>Total kWh/day, which may be applied to any of the intervals, including the 13,000 intervals.</b> For avoidance of doubt, all BCQ shall be paid at the Purchase Price.</p>	<p>*Note: AEC can opt to nominate a BCQ higher than the quantities specified in the above Table; <i>Provided</i>, that AEC's nomination is done in accordance with a Nomination Protocol agreed upon by the contracting parties and specified in the PSA; <i>Provided Further</i>, that the nomination does not exceed <b>107%</b> of the <b>Total kWh/day, which may be applied to any of the intervals, including the 13,000 intervals.</b> For avoidance of doubt, all BCQ shall be paid at the Purchase Price.</p>
<p>Annex 03, BCQ Nomination</p>	<p>*Note: AEC can opt to nominate a BCQ higher than the quantities specified in the above Table; <i>Provided</i>, that AEC's nomination is done in accordance with a Nomination Protocol agreed upon by the contracting parties and specified in the PSA; <i>Provided Further</i>, that the nomination does not exceed <b>107%</b> of the <b>Total kWh/day, which may be</b></p>	<p>*Note: AEC can opt to nominate a BCQ higher than the quantities specified in the above Table; <i>Provided</i>, that AEC's nomination is done in accordance with a Nomination Protocol agreed upon by the contracting parties and specified in the PSA; <i>Provided Further</i>, that the nomination does not exceed <b>107%</b> of the <b>Total kWh/day, which may be</b></p>

	<p><u>applied to any of the intervals, including the 13,000 intervals.</u> For avoidance of doubt, all BCQ shall be paid at the Purchase Price.</p>	<p>applied to any of the intervals, including the 13,000 intervals. For avoidance of doubt, all BCQ shall be paid at the Purchase Price.</p>
<p>Annex 03, New Page 22 of RE PSA template</p>	<p style="text-align: center;"><u>Annex "I"</u></p> <ol style="list-style-type: none"> <li>1. <u>Bidder may use this annex to proposed terms more favorable to AEC than that provided under this template.</u></li> <li>2. <u>For RE technologies such geothermal, hydro and biomass, and the like, bidders of such RE technologies should propose provisions on Replacement Power and Outage Allowance.</u></li> </ol>	<p style="text-align: center;"><b>Annex "I"</b></p> <ol style="list-style-type: none"> <li>1. Bidder may use this annex to proposed terms more favorable to AEC than that provided under this template.</li> <li>2. For RE technologies such as geothermal, hydro and biomass, and the like, bidders of such RE technologies should propose provisions on Replacement Power and Outage Allowance.</li> </ol>

  
**RANULFO OCAMPO**  
 Chairman

AEC TPBAC