



BID BULLETIN NO. 005

Series of 2020

COMPETITIVE SELECTION PROCESS (CSP) BY FIRST BAY POWER CORPORATION FOR THE SUPPLY OF TEN MEGAWATTS (10MW) WITHIN ITS FRANCHISE AREA"

This Bid Bulletin No. 005 is being issued to answer all the additional queries and/or clarifications of the Prospective Bidders during the Pre-Bid Conference and to include the Detailed Evaluation of Bids in the CSP activity.

Additional Queries

Name & Company	Queries	TPBAC Response
1. Nicko Mercado Bac Man Geothermal INC. (First Gen)	Maximum and minimum demand: Is the minimum demand 65% of CUF and the maximum 100 %?	Yes
	If a bidder would prefer to an offer with a portfolio approach, we heard that FBPC will prefer a single power plant, thus that mean that the bidder can still offer a portfolio offering and how will that affect the evaluation of the TPBAC ?	We will need time to evaluate and we will address the question in our supplemental bid bulletin. <i>To clarify the responses made during the Pre-Bid Conference, the TPBAC hereby informs all Bidders that it shall maintain previous written response stated herein that the Bidders are required to nominate only one plant for this CSP. The said plant shall be connected to the Luzon Grid as provided in this ITB.</i>
2. John Davis Mangubat AP Renewables INC. (APRI)	Article 2.5 of the Draft Power Supply Agreement in one of the question, the TPBAC responded that this one will be subject to a bid bulletin and then on other question on the similar nature that the TPBAC responded to maintain Article 2.5. May we be clarified which one shall prevail in it? Will it be issued by a bid bulletin is or the TPBAC already settled in a maintaining the provisions of Article 2.5?	We maintain the provision of Article 2.5 of the PSA. <i>To clarify, the proposal to revise the provision was accepted. However, the request on the same article which is Article 2.5 to delete the penalty in case of termination was not honored by the TPBAC.</i>

	<p>Request on the provision of the documents that will be submitted. May we request the TPBAC to also provide the only way or may be effectively revise the list of documents it will be submitted in relation to the CSP to also to include which one are to be certified by the third party. We noticed that the some are allowed to be authorized by the representative of the custodian but either such as for example the ones of IEMOP maintain to be certified by the IEMOP and so to avoid confusion and the doubt on the part of the bidders may we request that the TPBAC also revise in the ITB those who will be certifying the required documents?</p>	<p>Your request is valid we will provide details.</p>
	<p>Regarding the submission of electronic copy, will it be in the USB or in the CD because what we have seen in the responses is only it can be provided in the Zip file. We assumed that this refers to the one that will be submitted in an electronic copy so we would like to clarify if it will be put in a USB or should it be in the CD so which one will the TPBAC honor or which one is allowed to for the bidders to submit?</p>	<p>Any one of those mentioned is allowed. It can be submitted via email or a file transfer site were files can be downloaded. This will be allowed.</p> <p>The TPBAC wishes to clarify that as stated in the ITB, electronic copies of the bid shall form part of envelope 2 and submitted in a flash drive. The electronic copy referred in this response which is to be submitted in a zip file is the electronic copy of ALL documents submitted.</p>
<p>3. Alberto Reyes Masinloc Power Partners CO. LTD (San Miguel)</p>	<p>Outage Allowance</p> <p>In some of the provision of the contract there's an outage allowance, even the TOR allowance there's an outage allowance but technically in most if not all generation contract if there's an outage allowance it means that the supplier not obligated to supply during the outages/ within the outages allowance. However, if we read that the provision of article of the PSA like in the 4.10. and 4.9, it mentions the maximum of annual schedule outages allowance of 720 and unscheduled outages the supplier shall offer with replacement with replacement power at the rate not higher than prevailing NGCP. This other one if there's an outage allowance, supplier should not be obligated to offer or even supply so it is because it supposed to be exempted in supplying. We want to clarify, what do you prefer should there be an allowance that accepted from supplier or guaranteed supply that the supplier should and shall replace from the power in the certain price. Guaranteed or with allowance?</p>	<p>We will verify with First Bay and we will notify you by the bid bulletin</p> <p>Yes, the PSA provides that there is an outage allowance provided for the Bidders. The Bidder may offer to avail it in maximum or at any value which they believe will make the offer competitive.</p> <p>Article 4.10 is required by the DU since, as an indirect WESM Member it is exposed to so much risk without this provision.</p>

	<p>About the maximum, in the terms 65 to 90 and then in the terms of PSA its also said 91 to hundred is an additional energy. As I understand your 65 to 90 will be applicable on contract prices when your 91 to hundreds is based on WESM. Now that you have changed allowing maximum energy at hundred, two possible effects, all other related provisions that tackles additional energy may have an effect in the price cap. You said you will evaluate at a hundred percent right so that means from the original design 90 is up to contract 91 to hundred is WESM. You might have to design your price cap based on the assumption now that you change it to hundred. There should have an effect in the price cap. Another effect of that, remember your SGC is based on 90% now that your saying is hundred percent the SDC it also covered hundred percent in not just 90. Regarding in the changes in accepting hundred percent as maximum contract energy, please clarify if it would really be hundred percent, we have to revise the provisions or possibly in your price cap?</p>	<p>We will verify with FBPC and we will include that in the supplemental bid bulletin which will be issued to you.</p> <p>Please note that all pertinent changes were made and considered to reflect the change in the definition of Maximum Contracted Energy. All others which were retained were intentional as the DU sees fit.</p>
	<p>Regarding the LCOE I think that the TPBAC maintains its provision that LCOE the levelized cost will be 5-year term. My concern is it was mentioned awhile ago about the 10-year so if you limit evaluation of Bid Prices and everything that comes with you in 5-years but from 6 to 10-years will not be included in the evaluation, it is very important. In 6 to 10-year, your demand is more than 10 megawatts, there is 13,14,15 megawatt and that is very important for the evaluation. Its impact is very relevant in the evaluation and if you limit it to 5-years then it is not allowed to levelized contract electricity over the duration any of the bidder can take advantages of that or disadvantages as well, especially now that the pricing instruction ay open in anything in capacity based or energy you have different adjustment you can take advantage of that so I suggest LCOE can be covered a 10-year and I think most CSP if there are period of 5-year to 10-year calculated over the duration that not count somewhere in the middle. Please clarify if it will be fixed by 5-years fix or you are willing to stretch that to 10-year cover even if the 15 megawatt requirement and of course this includes the investment that evolves from 6 to 10 year because there is a part of the evaluation like CPI, price projection for FOREX etc.?</p>	<p>We will ask FBPC to reconsider your LCOE to 5yrs to 10yrs.</p> <p>The TPBAC wishes to clarify that the request to cover the 10-year duration for the LCOE has been accepted. Hence all related provisions in the evaluation were also modified accordingly.</p>

	Which is the single power plant on the nominated portfolio either twice or thrice should be a single plant or can be multiple plant or even though we don't have a plant but you have contracted capacity from other plant because what was mentioned, you source it in the plant or affiliates or WESM if it will be extended from the third party which is one should it be? It has to be cleared to us.	<p>We will consult the Technical Working Group to give you a proper answer. Through this question we will evaluate your recommendation and it will be included in the bid bulletin.</p> <p>The TPBAC shall maintain written responses that offer to this bidding shall be sourced/tagged from one power plant only.</p>
4. Francico Mariazeta GN Power Dingin Ltd.Co.	Financial Bid Proposal will be shown in the opening of Bids or if FBPC will not show Financial Bid Proposal during the opening of Bids?	<p>Upon consideration and proper discussion with the DU, the TPBAC hereby amends its response to this query.</p> <p>To clarify the TPBAC will only share the evaluated Base Price Vat of all Bidders whose envelope 2 were marked PASSED.</p> <p>We understand that offers of bidders reflect trade secrets and other important information which bidders are not comfortable to disclose to its competitors.</p>
	In relation to the questions related to a portfolio offer if TPBAC allows that the arrangement will the bidder be required to submit a separate technical, financial, and legal requirement for all nominated plants under the bidder portfolio?	<p>The TPBAC raise that it is required for all plants submitted in the portfolio.</p> <p>Already clarified that only one plant will be allowed to this CSP.</p>
	In the security deposit thus FBPC TPBAC give weight to a bidder that should not require any security deposit to First Bay? Will it be considered in the evaluation of rate or be quantified in peso per kwh?	Our official reply to your question is it won't be quantified. Rate is more important.
5. Marilen Vizco Adriano Masinloc Power Partners CO. LTD (San Miguel)	The bidder are required to submit a valid COC during the Bid Submission can we be allowed to submit an application for a COC since we filed it already since February but there still no COC issued by ERC its an application for renewal?	<p>Our response is yes it will be allowed.</p> <p>Upon consultation to regulating bodies the TPBAC will consider only a Provisional Authority to Operate issued by the ERC.</p>
	May we be allowed to submit a bid security in form of managers check?	Yes.

	The submission of the NFCC what period is covered?	To clarify: the NFCC shall be based on applicable Current Assets and Liabilities based on the 2019 AFS of the Bidders while the value of all outstanding contracts should be as of June 30,2020.
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Amendment in the CSP Schedule

	Activity	Date
10	Detailed Evaluation of Bids	September 5-7, 2020
11	Post Qualification of Bids	September 8-9, 2020

This Bid Bulletin No. 005, series of 2020 shall form part of the Bidding Documents. Any terms, conditions and provisions in the Bidding Documents inconsistent with this Bid Bulletin are hereby amended, modified and superseded accordingly.

Issued this 27th day of August 2020 at Bauan, Batangas.

(sgd.)
ATTY. VICTOR TANTOCO
 Chairman
 FBPC Third-Party Bids and Awards Committee