

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



BID BULLETIN No. 08

Series of 2019

This Bid Bulletin No. 08 dated 04 November 2019 is being issued to clarify, modify, and amend the Bidding Documents:

A. AMENDMENTS TO THE INSTRUCTION TO BIDDERS

FROM				ТО		
ITB 1	Scope o	of Trai	nsaction			
ITB 1.1		ITB 1.	1			
Resolutions, for the procurement	Board of the supply Process enCos) P (this ower to	Inc. Resolution of the control of th	ental Mindon (OMECO), utions, for the term (15-year mpetitive Seration Comparticity action") for MECO starting 2	backed he procus) power s lection P panies (pate in t the supp	by rement supply the Process GenCoshis CSF	Board of the hrough (CSP).) are (this
The Winning Bidder shall start to of the interim demand requirement OMECO on 25 <i>March</i> 2020 un <i>March</i> 2022, either through reminstallation of temporary magnerating units. Upon the terminof this interim period, the Warch Bidder shall commence the operation of the full demand requirement of the full demand re	nts to ntil 25 ntal or odular nation inning tion of supply ts of nterim awatts	the ii OMEO 2022, of ten Upon period comm Gener deman shows in Me	Vinning Bidd interim dem CO on 25 Mo either throu mporary mod the terminal, the W mence the of rating Capace and requirements the Interimal egawatts (MV 25 May 2022	and requity 2020 gh rental dular gentation of inning operation ity to suents of ON Demand V) from 2	uirement until 25 or instance this in Bidder of its upply the MECO. T	nts to S May Illation units. nterim shall New ne full Cable 1 ements
YEAR SAMARI SABLAYA MAPSA	TOTAL	YEAR	SAMARICA	SABLAYA N	MAPSA	TOTAL
2020 17.7 4.2 6.6	28.5	2020	17.0	4.0	6.0	27.0
2021 19.0 4.5 7.0	30.5	2021	18.0	4.0	7.0 8.0	29.0
2022 20.3 4.7 7.5 Table 1 – Interim Demand Requirement (<u>32.5</u> (MW)	2022 T a	<u> 19.0</u> 1ble 1 – Interim D	4.0 emand Regu	•	31.0 MW)
ITB 1.3	(171 VV)	ITB 1.		cinanu Kequ	in ement (I	*1 ** /
The Winning Bidder shall supply a full load requirements of OMEC SAMARICA, Sablayan and MAPSA from <i>March</i> 25, 2022 to <i>March</i>	CO for A Area	The V full l	Vinning Bidd oad required ARICA, Sabla May 25, 20	nents of yan and	OMEC MAPSA	O for A Area

	FROM			TO	
in the main	he New Genera land of Occide Table 2 below.			Occidenta	ting Capacity in the l Mindoro as shown
Location: Area/ Municipality	Metering Point	Contracted/ Dependable Capacity (MW)	Location: Municipa		Contracted/ Dependable Capacity (MW)
MAPSA/ Mamburao	Tayamaan S/S	9	San Jo	se	24
Sablayan/ Sablayan	Eco-Park S/S	6	Sablay	an	6
SAMARICA/ San Jose	Magbay and Pulang Lupa S/S	2 7	Mambu	rao	9
Table 2 –	Contracted/Dependa	able Capacity	Table 2 –	Contracted/I	Dependable Capacity
	ill metering poi				ng point must be at
the 13.2 kilo	Volt (kV) voltag	e level.	the 13.2 kilo\	/olt (kV) v	oltage level.
			INTERI		D REQUIREMENT
			SAN JOSE	Pulang Lu	
			SABLAYAN	Eco-Park S	ubstation/13.2kV Substation/13.2kV
			MAMBURAO	Tayamaan	ubstation/13.2kV Substation/13.2kV
			Note : proposed Substat	Marked in	bold and italic is the
			Table 3 – N	Metering Poin Require	t for Interim Demand
			NEW	GENERATI	ING CAPACITY
			SAN JOSE	Magbay St Pulang I OMECO	ry and Metering Point ubstation/13.2kV Lupa Substation/13.2kV Gate 4 on/13.2kV
			SABLAYAN	Eco-Park	Substation/13.2kV
			MAMBURAO	Tayamaan	ubstation/13.2kV n Substation/13.2kV
			Note : proposed Substat	Marked in	bold and italic is the
					New Generating Capacity
ITB 1.5			For inclusion	in ITB 34	, Annexes:
kV metering	g Bidder shall a	n the existing	Annex H – 1 Demand Req	_	ine Diagram: Interim 2020 – 2022
69 kV line Bidder's interconnect		the Winning lant and	Annex H – Generating C	_	Line Diagram: New 022 – 2035
					d Annex H – 2 are lletin No. 08.

FROM	ТО
ITB 1.8	ITB 1.8
The Winning Bidder shall provide 24/7 supply.	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.
ITB 1.9	ITB 1.9
One unit will be running as spinning reserve to carry the load in case of sudden outage of any unit and the momentary interruptions of distribution feeders.	The power plant shall have spinning reserve readily available to accept load and shall have capacity equivalent to one largest unit intended for cold reserve (N – 1).
ITB 2 DEFINIT	TION OF TERMS
	For inclusion in the Definition of Terms:
	Affiliate — refers to 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. For inclusion in the Definition of Terms: Cold Reserve (N - 1) — refers to the reserve capacity of plant in service but not in operation
	in operation. For inclusion in the Definition of Terms:
	Consortium/partnership – refers to agreement or intended agreement of companies or corporations of power suppliers declared during the bidding shall be inclusive for purpose of registration.
Dependable Capacity/Guaranteed Dependable Capacity – refers to the net dispatchable capacity excluding the Station Service and in-house load requirements of the Power Plant.	Dependable Capacity/Guaranteed Dependable Capacity – refers to the contracted capacity of thirty-nine megawatts (39 MW).
Interim Demand Requirement – refers to OMECO's demand requirement that the winning bidder shall supply on 25	Interim Demand Requirement – refers to OMECO's demand requirement that the winning bidder shall supply on 25 <i>May</i>

FROM	ТО
March 2020 until 25 March 2022, either through rental or installation of temporary modular generating units.	2020 until 25 <i>May</i> 2022, either through rental or installation of temporary modular generating units.
	For inclusion in the Definition of Terms:
	Lead Bidder – refers to the participating bidder who meets all the qualifications in this bidding.
Levelized Cost – refers to the financial proposal (i.e., Bid Price) of the Bidders that shall be evaluated using the levelized individual cost of Interim Demand Requirement and the New Generating Capacitys Power Plants for the three (3) sites.	Levelized Cost of Electricity – refers to the financial proposal (i.e., Bid Price) of the Bidders that shall be evaluated using the levelized cost of electricity for Interim Demand Requirement and the New Generating Capacity for each proposed technology.
New Generating Capacity – refers to the new power plant(s) or new generating unit(s) that the Winning Bidder will develop, construct, operate and maintain to supply the full demand requirement of OMECO from <i>March</i> 25, 2022 to <i>March</i> 25, 2035.	New Generating Capacity – refers to the new power plant(s) or new generating unit(s) that the Winning Bidder will develop, construct, operate and maintain to supply the full demand requirement of OMECO from <i>May</i> 25, 2022 to <i>May</i> 25, 2035.
	For inclusion in the Definition of Terms:
	Open technology – refers to any proven and tested source of energy used either conventional or renewable power plants in the Philippines.
Spinning Reserve – refers to the component of contingency reserve which is synchronized to the grid and ready to take on load.	Spinning Reserve – refers to the extra generating capacity that is available by increasing the power output of generators that are already connected to the power system.
ITB 5 ELIGI	BLE BIDDERS
ITB Clause 5.1	ITB Clause 5.1
Power supplier or its affiliate or consortium/partnership engaged in Power Generation with at least five (5) years of experience that owns and/or operates existing and operational power plant(s), employing tested and proven technology in the Philippines with at least 5MW installed capacity and without undelivered supply contracts with	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.

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FROM	ТО
OMECO. ITB Clause 5.2	ITB Clause 5.2
11B Clause 5.2	11B Clause 5.2
Power supplier and its affiliate or consortium/partnership must have a financial capability with combined Net Worth of Six Hundred Ninety Eight Million Seven Hundred Seventy One Thousand Forty Nine Pesos	Power supplier and its affiliate, or consortium/partnership of power suppliers must have a financial capability with combined Net Worth of Six Hundred Forty Eight Million Eight Hundred Fifty Eight Thousand
(PhP 698,771,049.00) at the end of the most recent financial year.	Eight Hundred Thirty One Pesos & 18/100 (PhP 648,858,831.18) at the end of the most recent financial year.
ITB Clause 5.3	ITB Clause 5.3
Power supplier or its affiliate or consortium/partnership must have no record of Unsatisfactory Performance.	Power supplier or its affiliate, or consortium/partnership of power suppliers must have no record of Unsatisfactory Performance.
ITB 6 GROUNDS FOI	R DISQUALIFICATION
ITB 6	ITB 6
Grounds of Disqualification	Grounds for Disqualification
ITB 6.1 (d)	ITB 6.1 (d)
The declared TCGR is higher than the most recent available NPC TCGR.	Omitted.
ITB 7 DUE	DILIGENCE
ITB 7.1	ITB 7.1
The Bidder, by the act of submitting its Bid, shall be deemed to have done due diligence on the subject of this Transaction. The Bidders may conduct due diligence until October 24 , 2019 .	The Bidder, by the act of submitting its Bid, shall be deemed to have done due diligence on the subject of this Transaction. The Bidders may conduct due diligence until November 15, 2019 .
ITB 9 PARTIO	CIPATION FEE
ITB 9.2	ITB 9.2
Cost for Grid Impact Study (GIS) which is required for interconnection shall be in the account of the Winning Bidder. However, OMECO shall undertake the conduct of the GIS.	Cost for Grid Impact Study (GIS) which is required for interconnection shall be in the account of the Winning Bidder amounting to <i>Eight Hundred Thousand Pesos</i> (<i>PhP 800,000.00</i>). However, OMECO shall undertake the conduct of the GIS.

FROM

ITB 12 DOCUMENTS COMPRISING THE BID: ELIGIBILITY REQUIREMENTS

ITB 12.1.1 b)

The Articles of Incorporation and By-Laws or a Memorandum of Association or Partnership duly certified by the **relevant** authorities, as may be applicable;

ITB 12.1.1 g)

The Bidder must submit a notarized certification from its client distribution utility that the Bidder or its *Affiliates or consortium/partnership engaged in power generation* have no record of Unsatisfactory Performance. For this purpose, "Unsatisfactory Performance" means any of the following:

In relation to any project or contract that was commenced or in the process of implementation within the last five (5) years prior to the Bid Submission Deadline (as defined below) by the Bidder:

- i. the failure by the Bidder to satisfactorily perform any of its material obligations for such **project or** contract, as evidenced by the imposition of a judicial pronouncement or arbitration award:
- ii. the expulsion of the Bidder from any such **project or** contract;
- iii. the termination or suspension of any such **project or** contract due to the Bidder's willful breach of its obligations; or
- iv. material violation of laws and/or regulations by the Bidder applicable to any such **projects or contracts**, including but not

ITB 12.1.1 b)

The Articles of Incorporation and By-Laws a Memorandum of Association or certified Partnership dulv bv the concerned authorities, may be as applicable to the Bidder and its affiliate, or consortium/partnership of power suppliers;

ITB 12.1.1 g)

The Bidder must submit a 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:

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:

- i. the failure of the Bidder to satisfactorily perform any of its material obligations for such as evidenced by the contract. judicial imposition of a pronouncement or arbitration award;
- ii. the expulsion of the Bidder from any such *contract*;
- iii. the termination or suspension of any such **contract** due to the Bidder's willful breach of its obligations; or
- 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

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limited to environmental, health, safety, labor and social welfare laws and regulations, as evidenced by findings of the relevant competent authority.	evidenced by findings of the relevant competent authority.
ITB 12.1.1 h)	ITB 12.1.1 h)
If Bidder is under a <i>partnership or consortium</i> , 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. ITB 12.1.1 i)	If Bidder is under a consortium or partnership of power suppliers , 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. ITB 12.1.1 i)
The Bidders authorized representative/s shall submit certified sheets containing at least three (3) specimens of full signature and three (3) initials of the designated.	Original sheet containing at least three (3) specimen signature and three (3) initials of the authorized representative.
ITB 12.1.1 j)	ITB 12.1.1 j)
If Bidder is under a <i>partnership or consortium</i> , must submit a declaration under oath of its <i>principal owner</i>	If Bidder is under a consortium or partnership of power suppliers , must submit a declaration under oath of its lead bidder .
ITB 12.1.2 b)	ITB 12.1.2 b)
Statement in matrix form of all similar projects owned, developed, constructed, <i>and/or</i> operated by the Bidder in the last five (5) years. The statement shall include, for each power plant, the following:	Statement in matrix form of all similar projects owned, developed, constructed, and operated by the Bidder in the last five (5) years. The statement shall include, for each power plant, the following:
i The name of the power plant;	i The name of the power plant;
ii Installed and dependable capacity of the power plant;	ii Installed and dependable capacity of the power plant;
iii Type of power plant according to fuel or energy resource;	iii Type of power plant according to fuel or energy resource;
iv Location (address) of the power plant;	iv Location (address) of the power plant;
v Year the power plant was built and commissioned; and	v Year the power plant was built and commissioned; and
The statement shall be supported by a	The statement shall be supported by a valid

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valid Certificate of Compliance (COC) issued by the ERC or a Certification by the ERC that the application for a COC is under review. In case of foreign Bidders equivalent Certification allowed by Philippine Laws may be required. ITB 12.1.3 a)	Certificate of Compliance (COC) issued by the ERC or a Certification by the ERC that the application for a COC is under review. In case of foreign Bidders equivalent Certification allowed by Philippine Laws may be required. ITB 12.1.3 a)
The Bidder and its affiliate or consortium/partnership engaged in Power Generation's audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the last three (3) years, showing, among others, the Bidder's total and current assets and liabilities. A sworn statement of current assets and liabilities will be accepted in lieu of audited financial statements for Bidders that have been in existence for less than one fiscal year. Complete set of financial statement includes the following:	consortium/partnership of power supplier's audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the last three (3) years, showing, among others, the Bidder's total and current assets and liabilities. A sworn statement of current assets and liabilities will be accepted in lieu of audited financial statements for Bidders that have been in existence for less than one fiscal year. Complete set of financial statement includes the following:
i. Balance Sheet	i. Balance Sheet;
ii. Income Statement	ii. Income Statement;
iii. Statement of Changes in Equity	iii. Statement of Changes in Equity;iv. Cash Flow Statement;
iv. Cash Flow Statement	v. Notes to Financial Statement;
v. Notes to Financial Statement vi. Statement of Management Responsibility for Financial Statement	vi. Statement of Management Responsibility for Financial Statement; and
vii. Financial Ratios indicating liquidity measurement ratio, debt ratio, profitability ratio and operating performance ratio	vii. Financial Ratios indicating liquidity measurement ratio, debt ratio, profitability ratio and operating performance ratio.
ITB 12.1.3 b)	ITB 12.1.3 b)
Company profile and history of the bidder and its affiliate or consortium/partnership engaged in Power Generation , including:	and its affiliate, or consortium/
i. Previous experience with financing	i. Previous experience with financing

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	(equity and debt) of projects of the type and size being proposed; or	(equity and debt) of projects of the type and size being proposed;
ii.	Financing Plan including, but not limited to detailed description of where the funds will originate (debt financing and equity financing)	limited to detailed description of where the funds will originate (debt
iii.	Convincing evidence that the Bidder can finance the equity component of the investment such as commitment letters from investors and partners; and	the investment such as commitment letters from investors and partners; and
iv.	Convincing evidence that Bidder has strong credit backing and can successfully arrange financing for the project such as letter from prospective project financers.	successfully arrange financing for the project such as letter from
ITB 1		ITB 13.1 e)
Fuel	Supply Plan indicating:	Fuel Supply Plan indicating:
i.	Long-term availability;	i. Long-term availability that the fuel
ii.	Contingency supply for at least thirty (30) days; and	supply contract must be at least for a period of five (5) years;
iii.	Key terms of the Fuel Supply Agreement.	ii. Contingency supply for at least thirty (30) days <i>inventory on hand</i> ; and
		iii. Key terms of the Fuel Supply Agreement.
	ITB 14 FINANC	CIAL PROPOSAL
		For inclusion in ITB 14.1 a) a.1
		vi. Blended Rate (PhP/kWh)

FROM	ТО
ITB 14.2	ITB 14.2
The Bidders shall submit electronic copies	The Bidders shall subm

The Bidders shall submit electronic copies in excel format of the Financial Proposal in two (2) USB flash drives. The Bidders shall submit electronic copies in excel format of the Financial Proposal and detailed computation of the Levelized Cost of Electricity (LCOE) in two (2) USB flash drives.

ITB 14.3

ITB 14.3

The bidders shall use the financial parameters set by OMECO as shown in Annex C of this ITB, and show other parameters and its sources, and formulas used in detailed computation of the proposed tariff. Failure to use the set of financial parameters shall be ground for rejection of its bid.

The bidders shall use the financial parameters set by OMECO as shown in Annex C of this ITB, and show other parameters and its sources, and formulas used in detailed computation of the Levelized Cost of Electricity (LCOE). Failure to use the set of financial parameters shall be ground for rejection of its bid.

ITB 16 BID SECURITY

ITB 16.1

ITB 16.1

The Bid Security is in the form of cash or cashier's/manager's check or an irrevocable standby letter of credit in favor of OMECO issued by a Universal or Commercial Bank in the amount of *Sixty* Eiaht Nine Million Hundred Seventy-Seven **Thousand** One Hundred Four Pesos & 90/100 (PhP 69,877,104.90).

The Bid Security is in the form of cash or cashier's/manager's check or an irrevocable standby letter of credit in favor of OMECO issued by a Universal or Commercial Bank in the amount of Sixty Four Million **Eighty** Eiaht Hundred Five Thousand Eight Hundred Eightu Three Pesos & 12/100 (PhP 64,885,883.12).

ITB 17 FORMAT AND SIGNING OF BID

ITB 17.5

ITB 17.5

The electronic copy of the detailed computation of **proposed tariff** shall be password-protected to avoid inadvertent modification of the Bid. The two (2) USB flash drives shall be included in the Envelope 3 - Financial Proposal. The Bidder shall be responsible to keep the password until requested during the Bid Opening. The TPBAC shall not be accountable for the electronic file that may be corrupted during bid opening.

The electronic copy of the detailed computation of the *Financial Proposal* and detailed computation of the *Levelized Cost of Electricity (LCOE)* shall be password-protected to avoid inadvertent modification of the Bid. The two (2) USB flash drives shall be included in the Envelope 3 - Financial Proposal. The Bidder shall be responsible to keep the password until requested during the Bid Opening. The TPBAC shall not be accountable for the electronic file that may be corrupted during bid opening.

FROM

ITB 18 SEALING, MARKING AND SIGNING OF BIDS

ITB 18.5

The Bids shall be submitted in one (1) sealed main Bid envelope (or box) bearing the signature of the authorized representatives to secure the seal and labelled as follows:

"SUPPLY OF **FORTY-TWO** MEGAWATTS (**42**MW)
FULL LOAD REQUIREMENT OF MAINLAND
OCCIDENTAL MINDORO THROUGH COMPETITIVE
SELECTION PROCESS (CSP)"

BIDDER'S NAME

BIDDER'S ADDRESS

The THIRD PARTY BIDS AND AWARDS COMMITTEE
Occidental Mindoro Electric Cooperative, Inc.
M.H. Del Pilar St., Barangay VI, San Jose Occidental
Mindoro

WARNING: DO NOT OPEN BEFORE 10:00 AM **November 6, 2019**

ITB 18.5

The Bids shall be submitted in one (1) sealed main Bid envelope (or box) bearing the signature of the authorized representatives to secure the seal and labelled as follows:

"SUPPLY OF **THIRTY-NINE** MEGAWATTS (**39**MW) FULL LOAD REQUIREMENT OF MAINLAND OCCIDENTAL MINDORO THROUGH COMPETITIVE SELECTION PROCESS (CSP)"

BIDDER'S NAME

BIDDER'S ADDRESS

The THIRD PARTY BIDS AND AWARDS COMMITTEE
Occidental Mindoro Electric Cooperative, Inc.
M.H. Del Pilar St., Barangay VI, San Jose Occidental
Mindoro

WARNING: DO NOT OPEN BEFORE 10:00 AM **December 5, 2019**

ITB 19 SCHEDULE OF SUBMISSION OF BIDS

ITB 19.1

The Deadline for Submission of Bids will be on or before *November 6, 2019*, *Wednesday* at Nine o'clock in the morning (9:00 AM) at OMECO Main Office, M.H. Del Pilar St., Barangay VI, San Jose, Occidental Mindoro.

ITB 19.1

The Deadline for Submission of Bids will be on or before *December 5, 2019*, *Thursday* at Nine o'clock in the morning (9:00 AM) at OMECO Main Office, M.H. Del Pilar St., Barangay VI, San Jose, Occidental Mindoro.

ITB 22 MODIFICATION AND WITHDRAWAL OF BIDS

ITB 22.1

The Bidder may modify its Bid after it has submitted, provided that modification is received by the TPBAC prior to the deadline prescribed for submission and receipt of Bids, i.e., on or before **November 6, 2019** at Nine o'clock in the morning (9:00 AM). The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another Bid equally sealed, properly identified, linked to its original "ELIGIBILITY bid marked as REQUIREMENTS MODIFICATION",

ITB 22.1

The Bidder may modify its Bid after it has submitted, provided that modification is received by the TPBAC prior to the deadline prescribed for submission and receipt of Bids, i.e., on or before **December 5, 2019** at Nine o'clock in the morning (9:00 AM). The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another Bid equally sealed, properly identified, linked to its original bid marked as "ELIGIBILITY MODIFICATION", REQUIREMENTS and/or "TECHNICAL **PROPOSAL**

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and/or "TECHNICAL PROPOSAL	MOI
MODIFICATION", and/or "FINANCIAL	
PROPOSAL MODIFICATION" and	
stamped "RECEIVED" by the TPBAC. Bid	
modifications received after the	
applicable deadline shall not be	be re
considered and shall be returned to the	
Bidder unopened.	

MODIFICATION", and/or "FINANCIAL PROPOSAL MODIFICATION" and stamped "RECEIVED" by the TPBAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

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ITB 23 OPENING AND PRELIMINARY EXAMINATION OF BIDS

ITB 23.1

The TPBAC shall open the Bids in the presence of Bidders' representatives who authorized to attend and observers on **November 6, 2019** at 10:00 AM at OMECO Multi-Purpose Hall, OMECO Main Office, Barangay Poblacion VI, San Jose, Occidental Mindoro, immediately after the deadline for the submission and receipt of bids, as specified in the Invitation to Apply for Eligibility and to Bid. In case the Bids cannot be opened as scheduled due to fortuitous and force majeure event, the TPBAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in OMECO website.

ITB 23.1

The TPBAC shall open the Bids in the presence of Bidders' representatives who authorized to attend and observers on **December 5, 2019** at 10:00 AM at OMECO Multi-Purpose Hall, OMECO Main Office, Barangay Poblacion VI, San Jose, Occidental Mindoro, immediately after the deadline for the submission and receipt of bids, as specified in the Invitation to Apply for Eligibility and to Bid. In case the Bids cannot be opened as scheduled due to fortuitous and force majeure event, the TPBAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in OMECO website.

ITB 25 EVALUATION OF TECHNICAL AND FINANCIAL PROPOSAL AND COMPARISON OF BIDS

ITB Clause 25.4

Levelized Cost. The Financial Proposal (i.e., Bid Price) of the Bidders that shall be evaluated using the *levelized individual cost* for Interim Demand Requirement and the New Generating Capacity *Power Plants for the three* (3) sites as shown in Annex E of this ITB.

ITB Clause 25.5

Comparison of Bids and Selection of Lowest Calculated Bid. The Levelized Cost calculated for each Bidder will be compared. The Bid with the lowest calculated Levelized Cost will be deemed ITB Clause 25.4

Levelized Cost of Electricity. The Financial Proposal (i.e., Bid Price) of the Bidders that shall be evaluated using the levelized cost of electricity for Interim Demand Requirement and the New Generating Capacity for each proposed technology as shown in Annex E of this ITB.

ITB Clause 25.5

Comparison of Bids and Selection of Lowest Calculated Bid. The Levelized Cost calculated for each Bidder will be compared. The Bid with the lowest calculated Levelized Cost will be deemed

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the Lowest Calculated Bid (LCB) and shall be subjected to the next stage of evaluation.	the Lowest Calculated Bid (LCB) and shall be subjected to the next stage of evaluation.
In case of tie Bids, that is, 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.	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.
•	OCEED AND ERC FILING
ITB 30.1	ITB 30.1
Within seven (7) calendar days from the signing and execution of the PSA, the HoPE shall release the Notice to Proceed.	OMECO and the Winning Bidder shall sign the PSA after receipt of the Notice to Proceed from NEA. Within fifteen (15) days from Effective Date, OMECO and the Winning Bidder shall cooperate and jointly file the necessary application for the approval of the PSA with the ERC.
ITB 30.2	ITB 30.2
Within twenty seven (27) calendar days from receipt of Notice of Award, the OMECO and the Winning Bidder shall jointly file to the ERC, in accordance with the rules governing the filing and approval of PSA.	Omitted.
	For inclusion in ITB 31.3
	d) If the bidder is found to have engaged in any anti-competitive behavior including but not limited to, cross-subsidization, price or market manipulation, or other unfair trade practices detrimental to the encouragement and protection of contestable markets under Section 45 of R.A. 9136.
	e) If the bidder is found to have engaged in any Anti-Competitive Behavior and Other Unfair Trade Practices stated in Section 8, Rule 11 of the IRR of R.A. No. 9136.
	f) If the bidder is found to have a "conflict of interest" as a competitor consistent with the intent of Section 26-A (g) of PD. 269, an amendment to PD. 269 by R.A. 10531.

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ANNE	X G – 1	1, 1.1.1			ANNEX G – 1, 1.1.1						
Net G	ıarante	eed Dispa	tchable Cap	acity to	Net Guaranteed Dispatchable Capacity to						
			, and reser		provide base, peaking, and reserve from						
Marc	h 25, 2	020 until	March 25,	, 2022.	May 2	25, 202	o until	May 2	25, 2	2022.	
GUAR	ANTEED	DISPATCH	ABLE CAPACIT	Y (MW)	GUA			ATCHAB 	LE (CAPACITY	Y (MW)
YEAR	SAN	SABLAY	MAMBURA	TOTAL	YEAR	SAN	JOSE	SABL	ΑY	MAMB	TOTAL
112111	JOSE	AN	О	TOTAL	11241	Pulang Lupa	Magbay	AN		URAO	TOTAL
2020	17.7	4.2	6.6	28.5	2020	7	10	4.0		6.0	27.0
2021 2022	19.0 20.3	4.5 4.7	7.0 7.5	30.5 32.5	2021 2022	8	10 4.0 11 4.0			7.0 8.0	29.0 31.0
2022	20.3	4•/		32.3	2022		111	4.0		0.0	31.0
ANNE	X G	- 1, 1,1	.5 Step-up	Power	ANNI	EX G	- 1.	1.1.5	S	Step-up	Power
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			· · · · · · · · · · · · · · · · · · ·		53				-,, .		
PLANT DISPATCHABLE AT 13.2					PLAN		GUARAN ISPATCI		A	T 13.2	AM
SITE	(CAPACITY	KV	AT 69 KV	SITE		CAPAC	ITY		KŸ	AT 69 KV
		(MW)					(MW Pulang	8		√	
San Jose		20.3			San Jos		Lupa Magbay	11		•	√
Sablayan		4.7			Sablaya		4.0			√	<u> </u>
Mambur					-		-			•	✓
0		<i>7</i> •5			Mambu	irao	8.0				•
ANNE Branc the no	d Neu ext th	irteen (1	n withsta 13) years	and to	Bran oper	ıd n ation		ınits forma	ınc	e as c	_
ANNE Brand the no be many	d Neu ext th sourc	v or car irteen (1 eed fr rer.		and to	Bran oper by a	d n ation manu	ew i al perj	ınits forma rer's o	ınc	e as c	_
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FROM	то
FINANCIAL PROPOSAL	Bid Bulletin No. 08.
ANNEX B – 1 ACCEPTANCE OF THE	Revised ANNEX B – 1 is attached in this
BIDDING DOCUMENTS	Bid Bulletin No. 08.
ANNEX B – 2 CONFIDENTIALITY	Revised ANNEX B – 2 is attached in this
AGREEMENT AND UNDERTAKING	Bid Bulletin No. 08.
ANNEX B – 3 OMNIBUS SWORN	Revised ANNEX B $-$ 3 is attached in this
STATEMENT	Bid Bulletin No. 08.
ANNEX C FINANCIAL PARAMETERS	Revised ANNEX C is attached in this Bid
SET BY OMECO	Bulletin No. 08.
ANNEX D OFFICIAL BID FORM	Revised ANNEX D is attached in this Bid
ANNEY E COMPUTATION OF TRUE	Bulletin No. 08. Revised ANNEX E is attached in this Bid
ANNEX E COMPUTATION OF TRUE COST GENERATION RATE (TCGR)	Bulletin No. 08.
ANNEX F DETERMINATION OF	
LOWEST CALCULATED BID (LCB)	Bulletin No. 08.
	Revised ANNEX G is attached in this Bid
ANNEX G	Bulletin No. 08.
	For inclusion in ITB 34, Annexes:
	<i>3 17</i>
	Annex H – 1: Single Line Diagram:
	Interim Demand Requirement 2020 –
	2022
	Annex H – 2: Single Line Diagram: New
	Generating Capacity 2022 – 2035
	The Anney II 1 and Anney II 2 are
	The Annex H $-$ 1 and Annex H $-$ 2 are attached in this Bid Bulletin No. 08.
	For inclusion in ITB 34, Annexes:
	roi inclusion in 110 54, Annexes.
	Annex I: RE POWER PLANT CAPACITY
	CREDIT
	The Annex I is attached in this Bid Bulletin
	No. 08.

This Bid Bulletin No. 08, 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:

(Sgd.) CELSO D. GARCIA TPBAC Chairman

ANNEX A - 1

CHECKLIST OF ELIGIBILITY REQUIREMENTS

CHECKLIST OF ELIGIBILITY REQUIREMENTS		COMPLIANCE		
	ENVELOPE 1 - ELIGIBILITY REQUIREMENTS		YES	NO
FOLI	DER	1 – Legal Documents Requirements	'	
a	of f	istration certificate from Securities and Exchange Commission (SEC). In case oreign Bidders equivalent Certification allowed by Philippine Laws may be uired;		
b	Part the	Articles of Incorporation and By-Laws or a Memorandum of Association or cnership duly certified by the concerned authorities, as may be applicable to Bidder and its affiliate, or consortium/partnership of power suppliers;		
С	of the	d and current Mayor's Permit or municipal license where the principal place business of the prospective Bidder is located. In cases of recently expired vor's/Business permits, it shall be accepted together with the official receipt proof that the Bidder has applied for renewal within the period prescribed by concerned local government unit, provided that the renewed permit shall be mitted as a post-qualification requirement;		
d	Tax	payer's Identification Number;		
е	by	alid and updated license, such as Certificate of Compliance of GenCo issued Energy Regulatory Commission (ERC) and Service Contracts/Certificate of nmerciality from Department of Energy (DOE);		
f	Doc	umentary proof of Bidder's compliance with Tax obligations, such as:		
	i	Proof of VAT payments for the past six months;		
	ii	Tax Clearance from the BIR to prove Bidder's full and timely payment of taxes to the government; and		
	iii	A certification under oath from Bidder's responsible officers that the Bidder is free and clear of all liabilities with the government.		
g	Bido reco Perf	Bidder must submit a notarized certification from its client DU that the der or its affiliates, or consortium/partnership of power suppliers has no ord of Unsatisfactory Performance. For this purpose, "Unsatisfactory Formance" means any of the following:		
	i	the failure by 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;		
	ii	the expulsion of the Bidder from any such contract;		

	iii	the termination or suspension of any such contract due to the Bidder's willful breach of its obligations; or	
	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;	
h	evi liab	Bidder is under a consortium or partnership of power suppliers, must be denced by an agreement showing that their rights and obligations, including bilities in this Bidding and the resulting Power Supply Agreement are solidary;	
i		ginal sheet containing at least three (3) specimen signature and three (3) ials of the authorized representative;	
j		Bidder is under a consortium or partnership of power suppliers, must submit eclaration under oath of its lead bidder;	
k	tele	document containing the name, address and contact details, including ephone number/s, fax number/s and email address/es, of Bidder duly signed the authorized representative/s;	
I	Acc ITB	eptance of the Bidding Documents in accordance with Annex B – 1 of this \mathbf{s} ;	
m		nfidentiality Agreement and Undertaking in accordance with Annex B – 2 of s ITB;	
n	Om	nibus Sworn Statement in accordance with Annex B - 3 of this ITB.	
FOL		2 – Technical Documents Requirements	
а		npany profile highlighting experiences, expertise of the company and key cers in power plant operation;	
b	and	tement in matrix form of all similar projects owned, developed, constructed, do operated by the Bidder in the last five (5) years. The statement shall ude, for each power plant, the following:	
	İ	The name of the power plant;	
	ii	Installed and dependable capacity of the power plant;	
	iii	Type of power plant according to fuel or energy resource;	
	iv	Location (address) of the power plant;	
	٧	Year the power plant was built and commissioned; and	
	issu und	e statement shall be supported by a valid Certificate of Compliance (COC) ued by the ERC or a Certification by the ERC that the application for a COC is der review. In case of foreign Bidders equivalent Certification allowed by lippine Laws may be required.	
С		tement, in matrix form, of customers with power supply contract. The tement shall include, for each customer, the following:	
	İ	Name and address of company;	
	ii	Telephone, cellphone and fax numbers, website URL, and e-mail address of the company;	

	iii	Name and position of authorized contact person(s);	
	iv	Telephone and cellphone number and e-mail address of contact person(s);	
FOL	DER	3 – Financial Documents Requirements	
a	fina (BI yea liab lieu less	e Bidder and its affiliate or consortium/partnership of power supplier's audited ancial statements, stamped "received" by the Bureau of Internal Revenue R) or its duly accredited and authorized institutions, for the last three (3) ars, showing, among others, the Bidder's total and current assets and bilities. A sworn statement of current assets and liabilities will be accepted in of audited financial statements for Bidders that have been in existence for s than one fiscal year. Complete set of financial statement includes the owing:	
	i	Balance Sheet;	
	ii	Income Statement;	
	iii	Statement of Changes in Equity;	
	iv	Cash Flow Statement;	
	٧	Notes to Financial Statement;	
	vi	Statement of Management Responsibility for Financial Statement; and	
	vii	Financial Ratios indicating liquidity measurement ratio, debt ratio, profitability ratio and operating performance ratio.	
b		npany profile and history of the bidder and its affiliate, or isortium/partnership of power suppliers, including:	
	i	Previous experience with financing (equity and debt) of projects of the type and size being proposed;	
	ii	Financing Plan including, but not limited to detailed description of where the funds will originate (debt financing and equity financing);	
	iii	Convincing evidence that the Bidder can finance the equity component of the investment such as commitment letters from investors and partners; and	
	iv	Convincing evidence that Bidder has strong credit backing and can successfully arrange financing for the project such as letter from prospective project financers.	

(Intentionally leave blank)

CHECKLIST OF TECHNICAL PROPOSAL

		CHECKLIST OF TECHNICAL PROPOSAL	COMPL	IANCE
		ENVELOPE 2 – TECHNICAL PROPOSAL	YES	NO
FOL	DER	1 - Technical Proposal		
a	Bid	Security in the form stated in ITB 16 ;		
b	inc pov	neral information on the power plant(s), specifically the design data (type, luding specific fuel, number of units, and capacity), proposed plant site(s), wer plant design, and single line diagram of all plant sites showing the inection on the existing 69kV line and 13.2kV distribution system;		
С	Not	mmitted key project milestone schedule, in months/weeks after cification Date, of proposed power plant(s) including, but not limited to, the owing:		
	i	Project financial closing with lenders;		
	ii	Commencement of construction;		
	iii	Completion of site preparation, foundation, and civil works;		
	iv	Installation of electrical and mechanical components of the plant(s);		
	٧	Testing and commissioning; and		
	vi	Commercial operation		
d	des and	velopment and Engineering, Procurement, and Construction (EPC) Plan scribing the methodology, process, and schedule that shows the feasibility d credibility that proposed power plant(s) will be available on the eduled Commercial Operation Date;		
е	Fue	el Supply Plan indicating:		
	i	Long-term availability that the fuel supply contract must be at least for a period of five (5) years;		
	ii	Contingency supply for at least thirty (30) days inventory on hand; and		
	iii	Key terms of the Fuel Supply Agreement.		
f	lim	Management Plan from development to operations including, but not ited to, pertinent information on project insurance and bonding program to put in place;		

g	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;	
h	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;	
i	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 assurances that a reliable supply of fuel will be available under competitive price and supply terms as evidenced by letters from prospective fuel suppliers.	

(Intentionally leave blank)

CHECKLIST OF FINANCIAL PROPOSAL

CHECKLIST OF FINANCIAL PROPOSAL COMPLIA		IANCE
ENVELOPE 3- FINANCIAL PROPOSAL	YES	NO
FOLDER 1 – Financial Proposal		
a. Bid Form		
b. Electronic copies in excel format of the Financial Proposal and detailed computation of the Levelized Cost of Electricity (LCOE) in two (2) USB flash drives.		

ACCEPTANCE OF THE BIDDING DOCUMENTS

Date:

Chairman
Third Party Bids and Awards Committee
Occidental Mindoro Electric Cooperative, Inc.
M.H. Del Pilar St., Barangay Poblacion VI,
San Jose Occidental Mindoro

Subject: Supply of Thirty-Nine Megawatts (39MW) Full Load Requirement of Mainland

Occidental Mindoro through Competitive Selection Process (CSP)

Sir:

We refer to the Bidding Documents issued in relation to the above subject.

[Bidder's name] hereby declares, represents and warrants that:

- 1. [Bidder's name] has read and understood each and every section and page of the Bidding Documents, the provisions, terms and conditions thereof and any amendment, supplement or modification thereto, including the Transaction Information Memorandum and Supplemental Bid Bulletins, and accepts and agrees to be bound and to fully abide by and comply with the terms and conditions thereof and any amendment, supplement or modification thereto as well as the decisions of the Third Party Bids and Awards Committee (TPBAC);
- 2. [Bidder's name] waives any right it may have to seek and obtain a writ of injunction or prohibition or restraining order against OMECO and TPBAC to prevent or restrain this Transaction or any proceeding related thereto, the holding of any other bidding or any proceeding related thereto, the selection of the Winning Bidder and the execution of the Power Supply Agreement. Such waiver shall, however, be without prejudice to the right of the undersigned to question the lawfulness of any disqualification or the rejection of their Bid by appropriate administrative or judicial processes not involving the issuance of a writ of injunction or prohibition or restraining order;
- 3. [Bidder's name] shall, at all times, comply with Philippine Law; and
- 4. [Bidder's name] unconditionally and irrevocably waives any defect, deviation, fault or infirmity in this Transaction and the whole process conducted by TPBAC.

(signature page follows) [Bidder's name] By:

Signature Printed Name Title/Designation
Witnessed by:
ACKNOWLEDGEMENT
REPUBLIC OF THE PHILIPPINES) [City]) S.S.
BEFORE ME, a Notary Public, for and in the above jurisdiction, personally appeared the following:
NAME GOVERNMENT ID NO. DATE/PLACE ISSUED
known to me and to me known to be the same persons who executed the foregoing Acceptance of the Bidding Documents consisting of two (2) pages including this page where the acknowledgment is written and they acknowledged to me that the same is their own free and voluntary act and deed and the corporation represented.
WITNESS MY HAND AND SEAL, on the date and at the place first above written.
NOTARY PUBLIC
Doc No: Page No: Book No; Series of 2019.

CONFIDENTIALITY AGREEMENT AND UNDERTAKING

Date:

Chairman
Third Party Bids and Awards Committee
Occidental Mindoro Electric Cooperative, Inc.
M.H. Del Pilar St., Barangay Poblacion VI,
San Jose Occidental Mindoro

Subject: Supply of Thirty-Nine Megawatts (39MW) Full Load Requirement of Mainland

Occidental Mindoro through Competitive Selection Process (CSP)

Sir:

We refer to the Bidding Documents issued in relation to the above subject.

Capitalized terms used but not defined herein shall have the meaning given in the Bidding Documents.

"Confidential Information" as referred herein shall mean and include any and all information, whether written, oral or otherwise, concerning the business, operations, prospects, finances, or other affairs of the OMECO and the Bidders, their affiliate or consortium/partnership. Said information includes, without limitation, documents, product specifications, data, know-how, compositions, designs, sketches, photographs, graphs, drawings, past, current, and planned research and development, current and planned marketing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, computer software and programs, database technologies, systems, structures and architectures, historical financial statements, business plans, financial projections and budgets, historical and projected sales, capital spending budgets and plans, current or prospective financing sources, the names and backgrounds of personnel, personnel training techniques and materials, and any portion or section of, or attachment to, the Bidding Documents, or other documents and materials prepared in connection with this Transaction, however such information is documented, that has been or may hereafter be provided, made available or shown to [Bidder's name] or is otherwise obtained from the review of the documents or properties of, and discussions with, the OMECO and the Bidders, their affiliate consortium/partnership, by [Bidder's name], irrespective of the form of the communication or reproduction or storage, and also includes all notes, analysis, compilations, studies, summaries, and other materials prepared by [Bidder's name] containing or based, in whole or in part, on any information included in the foregoing.

The following information will not constitute "Confidential Information" for purposes of this Undertaking: (a) information which [Bidder's name] can prove was already in its possession and was available to it on a non-confidential basis prior to disclosure by the OMECO and/or the disclosing Bidders; (b) information which is obtained by [Bidder's name]

from a third person which, insofar as is known to [Bidder's name], is not prohibited from disclosing the information under a contractual, legal or fiduciary obligation to [Bidder's name]; and (c) information which is or becomes generally available to the public other than as a result of a breach of this Undertaking by [Bidder's name].

[Bidder's name] hereby declares, represents and warrants that:

- 1. [Bidder's name] acknowledges that, in connection with its receipt and acceptance of the Bidding Documents, including the Transaction Information Memorandum and Supplemental Bulletins, and its participation in the Transaction, it will have access to Confidential Information.
- 2. In consideration of its receipt of Confidential Information, [Bidder's name] warrants and undertakes that all Confidential Information shall be held and treated in strict confidence and shall not communicate, publish, sell, trade or otherwise disclose to anyone, except to its officers, directors, employees, advisors and consultants, and subsidiaries and affiliates and the latter's officers, directors, employees, advisors and consultants who need to know the Confidential Information for purposes of preparation and evaluation of the [Bidder's name]'s Bid and in connection with its participation in this Transaction and each of the aforementioned persons will be informed and advised by [Bidder's name] of the confidential nature of such information and the obligations under this Undertaking. Prior to making any such disclosures, however, [Bidder's name] shall obtain an undertaking of confidentiality, substantially in the same form and content as this Confidentiality Agreement and Undertaking, from each such person.
- 3. [Bidder's name] further warrants and undertakes that it will use the Confidential Information only to prepare and evaluate its Bid and to decide whether or not it will proceed with and participate in the Transaction.
- 4. [Bidder's name] acknowledges that the confidentiality obligations set forth in this document shall terminate three (3) years after date hereof or on the date on which disclosure is no longer restricted either under the applicable Philippine Law or under the terms and conditions specified in the Bidding Documents and the Power Supply Agreement.

[Elader 5 Hame] Dy l	
Signature	
Printed Name	
Title/Designation	
Witnessed by:	

[Bidder's name] By:

ACKNOWLEDGEMENT

REPUBLIC OF THE P [City]	HILIPPINES)) S.S.	
BEFORE ME, the following:	a Notary Public, for and in the	above jurisdiction, personally appeared
NAME	GOVERNMENT ID NO.	DATE/PLACE ISSUED
Confidentiality Agree where the acknowle	ement and Undertaking consistin	persons who executed the foregoing g of three (3) pages including this page nowledged to me that the same is their ation represented.
WITNESS MY	' HAND AND SEAL, on the date a	and at the place first above written.
		NOTARY PUBLIC
Doc No; Page No; Book No;		
Series of 2019.		

OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES)	
CITY/MUNICIPALITY OF) S.S.	

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. Select one, delete the other:

If a sole proprietorship: I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

If a power supplier or its affiliates, or consortium/partnership of power suppliers: I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the Supply of Thirty-Nine Megawatts (39MW) Full Load Requirement of Mainland Occidental Mindoro through Competitive Selection Process (CSP);

If a power supplier or its affiliates, or consortium/partnership of power suppliers: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for Supply of Thirty-Nine Megawatts (39MW) Full Load Requirement of Mainland Occidental Mindoro through Competitive Selection Process (CSP), as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Third Party Bids and Awards Committee to verify all the documents submitted;

6. Select one, delete the rest:

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity (HoPE), members of the Third Party Bids and Awards Committee (TPBAC), the Technical Working Group, and the TPBAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a power supplier or its affiliates, or consortium/partnership of power suppliers: None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity (HoPE), members of the Third Party Bids and Awards Committee (TPBAC), the Technical Working Group, and the TPBAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity (HoPE), members of the Third Party Bids and Awards Committee (TPBAC), the Technical Working Group, and the TPBAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the Supply of Thirty-Nine Megawatts (39MW) Full Load Requirement of Mainland Occidental Mindoro through Competitive Selection Process (CSP).
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government and OMECO in relation to any procurement project or activity and that it has not engaged in corrupt, fraudulent, coercive and collusive practices in competing for the Power Supply Agreement (PSA).
- 10. [Name of Bidder] or its affiliates, or consortium/partnership of power suppliers have not engaged in acts involving the following:

- a) If the bidder is found to have engaged in any anti-competitive behavior including but not limited to, cross-subsidization, price or market manipulation, or other unfair trade practices detrimental to the encouragement and protection of contestable markets under Section 45 of R.A. 9136;
- b) If the bidder is found to have engaged in any Anti-Competitive Behavior and Other Unfair Trade Practices stated in Section 8, Rule 11 of the IRR of R.A. No. 9136;
- itor t to

at

c)	If the bidder is found to have a "conflict of interest" as a competitor consistent with the intent of Section 26-A (g) of PD. 269, an amendment to PD. 269 by R.A. 10531.
	SS WHEREOF, I have hereunto set my hand this day of, 20 at, Philippines.
	Bidder's Representative/Authorized Signatory
of execution], by me throug Practice (A.M government i thereon, with at	CRIBED AND SWORN to before me this day of [month] [year] at [place Philippines. Affiant/s is/are personally known to me and was/were identified the competent evidence of identity as defined in the 2004 Rules on Notarial I. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of dentification card used], with his/her photograph and signature appearing no and his/her Community Tax Certificate No issued on and and seal this day of [month] [year].
Doc. No Page No	
Book No Series of 2019	
Series of 2019	1

FINANCIAL PARAMETERS SET BY OMECO

PARTICULARS	UNIT	MONTH	VALUE
Exchange Rate ¹	PhP/US\$	Jan-19	52.47
US CPI ²		Jul-19	256.57
PH CPI ³		Jul-19	120.20
US CPI Inflation Rate ⁴	%		1.81
PH CPI Inflation Rate ⁵	%		2.39
JAPAN LNG Imports ⁶	US\$/MMBtu	Jan-19	12.01
Autralian Coal ⁷	US\$/mt	Jan-19	98.56
Heavy Fuel Oil (HFO) ⁸	PhP/L	Jan-19	38.68
Light Fuel Oil (LFO) ⁹	PhP/L	Jan-19	42.90
Lube Oil ¹⁰	PhP/L	Jan-19	149.76
Fuel Escalation	%		3.00

¹ www.bsp.gov.ph/statistics/excel/pesodollar.xls

 $^{^2\} https://www.bls.gov/regions/mid-atlantic/data/consumer price in dexhistorical_us_table.htm$

 $^{{\}it 3} https://www.psa.gov.ph/statistics/survey/price/seasonally-adjusted-consumer-price-index-2012100-july-2019$

⁴ https://www.bls.gov/regions/mid-atlantic/data/consumerpriceindexhistorical_us_table.htm ⁵https://www.psa.gov.ph/statistics/survey/price/seasonally-adjusted-consumer-price-index-2012100-july-2019

⁶ https://ycharts.com/indicators/japan_liquefied_natural_gas_import_price

⁷ https://www.indexmundi.com/commodities/?commodity=coal-australian&months=60

⁸ San Jose Pump Price

⁹ San Jose Pump Price

¹⁰ San Jose Pump Price



OCCIDENTAL MINDORO ELECTRIC COOPERATIVE, INC. San Jose, Occidental Mindoro



OFFICIAL BID FORM

"Supply of Thirty-Nine Megawatts (39MW) Full Load Requirement of Mainland Occidental Mindoro through Competitive Selection Process (CSP)"

I. LEVEL	IZED COST OF ELECTRIC	CITY: INTERIM DEM	AND REQUIREMEN	NT		
Item	Particulars	Capacity Recovery Rates (PhP/kW/ month)	Variable Operation and Maintenance Rates (PhP/kWh)	Fixed Operation and Maintenance Rates (PhP/kW/month)	Fuel Rate (PhP/kWh)	TCGR (PhP/kWh)
IA	CONVENTIONAL POWER PLANT					
IB	RENEWABLE ENERGY					
				ВІ	ENDED RATE	
II. LEVE	LIZED COST OF ELECTRI	CITY: NEW GENERA	TING CAPACITY			
Item	Particulars	Capacity Recovery Rates (PhP/kW/ month)	Variable Operation and Maintenance Rates (PhP/kWh)	Fixed Operation and Maintenance Rates (PhP/kW/month)	Fuel Rate (PhP/kWh)	TCGR (PhP/kWh)
IIA	CONVENTIONAL POWER PLANT					
IIB	RENEWABLE ENERGY					
BLENDED RATE						
BIDDER'S AUTHORIZED REPRESENTATIVE:						
PRINTED NAME OVER SIGNATURE DATE						

Note:

- 1. Bidder shall submit detailed computation of Levelized Cost of Energy for Interim Demand Requirement and New Generating Capacity for each technology.
- 2. If the Bidder offered a combination of Conventional and Renewable Plant, the bidder shall declare percentage of committed energy from each Power Plant.
- 3. Monthly Energy Requirement, kWhr
 Interim Demand Requirement 13,797,000
 New Generating Capacity 18,396,000

FOR PURPOSES OF CALCULATING THE LOWEST CALCULATED BID, THE FOLLOWING COMPUTATION OF TRUE COST GENERATION RATE (TCGR) and BLENDED RATE SHALL BE APPLIED

Formula A.1 BLENDED RATE OF INTERIM DEMAND REQUIREMENT

 $\mathsf{Blended}\;\mathsf{Rate}_{\mathsf{Int}} = \frac{(\mathsf{TCGR}_{\mathsf{Int_CPP}}\;x\;\%k\mathsf{Wh}_{\mathsf{cpp}}\;x\;k\mathsf{Whr}_{\mathsf{Int/mon}}) + (\mathsf{TCGR}_{\mathsf{Int_RE}\;x}\%k\mathsf{wh}_{\mathsf{RE}}\;x\;k\mathsf{Whr}_{\mathsf{Int/mon}})}{\mathsf{Int}_{\mathsf{CPP}}}$

 $kWhr_{Int/mon}$

Where:

Blended Rate_{Int=} Blended rate during Interim

 $TCGR_{Int\ CPP}$ = refers to the True Cost Generation Rate of Conventional

Power Plant during Interim Demand

 $TCGR_{Int RE}$ = refers to the True Cost Generation Rate of Renewable Energy

during Interim Demand.

 $%kWh_{Int_CPP}$ = refers to the Conventional Power Plant committed monthly

Generation during Interim in percent (%)

 $%kWh_{Int RE}$ = refers to the Renewable Energy committed monthly

generation during Interim in percent (%)

 $kWhr_{Int_mon}$ = refers to the monthly energy requirement in kwhr which is

equal to 13,797,000.

Formula A.2 BLENDED RATE OF NEW GENERATING CAPACITY

 $(\mathsf{TCGR}_{\mathsf{NGC_CPP}} \times \mathsf{\%kWh}_{\mathsf{CPP}} \times \mathsf{kWhr}_{\mathsf{NGC/mon}}) + (\mathsf{TCGR}_{\mathsf{NGC_RE}} \times \mathsf{\%kwh}_{\mathsf{RE}} \times \mathsf{kWhr}_{\mathsf{NGC/mon}})$

Blended Rate_{NGC}=

 $kWhr_{NGC/mon}$

Where:

Blended Rate_{NGC=} Blended rate of New Generating Capacity

 $TCGR_{NGC CPP}$ = refers to the True Cost Generation Rate of Conventional

Power Plant of New Generating Capacity.

TCGR_{NGC_RE} = refers to the True Cost Generation Rate of Renewable Energy of New Generating Capacity.

%kWh_{NGC_RE} = refers the committed monthly generation of Renewable Energy of New Generating Capacity in percent (%).

%kWh_{NGC_CPP} = refers to the committed monthly generation of Conventional Power Plant of New Generating Capacity in percent (%)

kWhr_{NGC_mon} = refers to the monthly energy requirement in kwhr which is equal to 18,396,000.

Formula B.1 TCGR OF CONVENTIONAL POWER PLANT DURING INTERIM

$$TCGR_{Int_CPP} = (CRF_{Int_CPP} / (\%kWh_{int_CPP} \times Kwhr_{int_mo})) + (FOMF_{Int_CPP} / (\%kWh_{Int_CPP} \times Kwhr_{int_mo})) + VOMF_{Int_CPP} + Fuel Fee_{Int_CPP}$$

WHERE:

$TCGR_{Int_CPP}$	=	refers to the True Cost Generation Rate of Conventional Power Plant during Interim.
$\mathit{CRF}_{\mathit{Int_CPP}}$	=	refers to the Capacity Recovery Fee of Conventional Power Plant during Interim.
%kWh _{Int_CPP}	=	refers to the Conventional Power Plant committed monthly generation during Interim in percent (%)
kWhr _{int}	=	refers to the monthly energy requirement in kwhr during Interim which is equal to 13,797,000.
FOMF _{Int}	=	refers to the Fixed Operation and Maintenance Fee of Conventional Power Plant during Interim
$VOMF_{Int}$	=	refers to the Variable Operation and Maintenance Fee of Conventional Power Plant during Interim.
Fuel Fee _{Int}	=	refers to the Fuel Fees of Conventional Power Plant during Interim.

Formula B.2 TCGR OF RENEWABLE ENERGY DURING INTERIM

$$TCGR_{Int_RE} = (CRF_{Int_RE}/(\%kWh_{int_RE} \times Kwhr_{int_mo})) + (FOMF_{Int_RE}$$

$$/(\%kWh_{Int_RE} \times Kwhr_{int_mo})) + VOMF_{Int_RE} + Fuel Fee_{Int_RE_if any}$$

WHERE:

 $TCGR_{Int_RE}$ = refers to the True Cost Generation Rate of Renewable Energy during Interim.

 CRF_{Int_RE} = refers to the Capacity Recovery Fee of Renewable Energy during Interim.

 $%kWh_{Int_RE}$ = refers to the Renewable Energy committed monthly generation during Interim in percent (%)

 $kWhr_{int_RE}$ = refers to the monthly energy requirement in kwhr during Interim which is equal to 13,797,000.

 $FOMF_{Int_RE}$ = refers to the Fixed Operation and Maintenance Fee Renewable Energy during Interim.

 $VOMF_{Int_RE}$ = refers to the Variable Operation and Maintenance Fee of Renewable Energy during Interim.

Fuel $Fee_{Int_RE_if\ any}$ = refers to the Fuel Fees of Renewable Energy during Interim, if any.

Formula C.1 TCGR OF CONVENTIONAL POWER PLANT OF NEW GENERATING CAPACITY

$$TCGR_{NGC_CPP} = (CRF_{NGC_CPP}/(\%kWh_{NGC_CPP} \times Kwhr_{NGC_mo})) + (FOMF_{NGC_CPP}$$

 $/(\%kWh_{NGC_CPP} \times Kwhr_{NGC_mo})) + VOMF_{NGC_CPP} + Fuel_Fee_{NGC_CPP}$

WHERE:

 $TCGR_{NGC_CPP}$ = refers to the True Cost Generation Rate of Conventional Power Plant of the New Generating Capacity.

 CRF_{NGC_CPP} = refers to the Capacity Recovery Fee of Conventional Power Plant of the New Generating Capacity.

 $%kWh_{NGC_CPP}$ = refers to the committed monthly generation of Conventional Power Plant of New Generating Capacity in percent (%)

 $kWhr_{NGC}$ = refers to the monthly energy requirement in kwhr which is equal to 18,396,000.

 $FOMF_{Int}$ = refers to the Fixed Operation and Maintenance Fee of Conventional Power Plant of the New Generating Capacity.

 $VOMF_{Int}$ = refers to the Variable Operation and Maintenance Fee of Conventional Power Plant of the New Generating Capacity.

 $Fuel Fee_{Int}$ = refers to the Fuel Fees of Conventional Power Plant of the New Generating Capacity.

Formula C.2 TCGR OF RENEWABLE ENERGY OF NEW GENERATING CAPACITY

$$TCGR_{NGC_RE} = (CRF_{NGC_RE}/(\%kWh_{NGC_RE} \times Kwhr_{NGC_mo})) + (FOMF_{NGC_RE}/(\%kWh_{NGC_RE} \times Kwhr_{NGC_mo})) + VOMF_{NGC_RE} + Fuel Fee_{NGC_RE_if any}$$

WHERE:

 $TCGR_{NGC_RE}$ = refers to the True Cost Generation Rate of Renewable Energy during Interim.

 CRF_{NGC_RE} = refers to the Capacity Recovery Fee of Renewable Energy during Interim.

 $%kWh_{NGC_RE}$ = refers the committed monthly generation of Renewable Energy of New Generating Capacity in percent (%).

 $kWhr_{NGC_mon}$ = refers to the monthly energy requirement in kwhr which is equal to 18,396,000.

 $FOMF_{NGC_RE}$ = refers to the Fixed Operation and Maintenance Fee Renewable Energy during Interim.

 $VOMF_{NGC_RE}$ = refers to the Variable Operation and Maintenance Fee of Renewable Energy during Interim.

Fuel $Fee_{NGC_RE_if\,any}$ = refers to the Fuel Fees of Renewable Energy during Interim, if any.

Lowest Calculated Bid (LCB)

$$LCB = \frac{(kWh_{Int} \times BLENDED RATE_{Int}) + (kWh_{NGC} \times BLENDED RATE_{NGC})}{kWh_{Int+NGC}}$$

WHERE:

LCB = refers to Lowest Calculated Bid.

 kWh_{Int} = refers to the projected energy requirement during Interim

equivalent to 310,368,188 kWh from May 2020 to April 2022

 kWh_{NGC} = refers to the projected energy requirement of the New

Generating Capacity equivalent to 2,867,019,080 kWh from

May 2022 to April 2035

Blended Rate_{Int=} Blended rate during Interim

Blended Rate_{NGC=} Blended rate of New Generating Capacity

 $kWh_{Int+NGC}$ = refers to the total projected energy requirement during

Interim and of New Generating Capacity equivalent to 3,177,387,268 kWh from May 2020 to April 2035.

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ANNEX G - 1: POWER PLANT SPECIFICATIONS

This part sets forth the general description of the Power Plant. Final Specifications are to be provided by the Winning Bidder.

1. The Power Plant shall have the following specifications:

1.1. For the Interim Demand Requirement

1.1.1. Net Guaranteed Dispatchable Capacity to provide base, peaking, and reserve from May 25, 2020 until May 25, 2022.

GUARANTEED DISPATCHABLE CAPACITY (MW)					
	SAN JOSE				
YEAR	Pulang Lupa	Magbay SABLAYA	SABLAYAN	MAMBURAO	TOTAL
2020	7	10	4.0	6.0	27.0
2021	8	10	4.0	7.0	29.0
2022	8	11	4.0	8.0	31.0

1.1.2.	Rated Capacity per unit:	MW.
1.1.C.	Nated Capacity per unit.	1'1 V V .

1.1.3	3. 7	Гуре о	r Expecte	d Mode	per ur	nit:	
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- 1.1.4. Rated Voltage: _____ kV.
- 1.1.5. Step-up Power Transformer Rated Capacity:

PLANT SITE	GUARANTEED DISPATCHABLE CAPACITY (MW)		AT 13.2 KV	AT 69 KV
San Jose	Pulang Lupa	8	✓	
3d11 303C	Magbay	11		✓
Sablayan	4.0		√	
Mamburao	8.0			✓

1.1.6.	For Solar Power Plant:	rated capacity of each inverter.
For the	New Generating Capacity	

1.2.1. Brand new units with proven operational performance as certified by a manufacturer's client.

1.2.2. Net Dispatchable Capacity shall be 39MW to provide base, peaking, ancillary and reserve from May 25, 2022 until the end of contract duration.

1.2.3.	Type or Expected Mode per unit:	

1.2.4. Rated Capacity per unit: _____ MW.

1.2.5. Rated Voltage: _____ kV.

1.2.

1.2.6. Step-up Power Transformer Rated Capacity:

PLANT SITE	GUARANTEED DISPATCHABLE CAPACITY (MW)	AT 69 KV
San Jose	24	
Sablayan	6	
Mamburao	9	

1.2.7.	For Solar Power Plant:	rated capacity of each inverter.
1.2./.	rui Suiai Puwei Piatit.	rateu capacity di each inventer.

- 1.3. Minimum Stable Loading per unit shall be 30% of Rated Capacity.
- 1.4. Each power plant shall have the capability to operate in Island Mode.
- 2. The Power Plant shall have automatic disconnecting equipment that is capable of interrupting the maximum short circuit at the point of connection with distribution system of OMECO and NPC's 69 kV Line. Disconnect switches shall also be provided and arranged to isolate the automatic disconnecting equipment for maintenance purposes.
- 3. Each Power Plant shall have Black Start Capacity and a synchronous generators.

(Intentionally leave blank)

ANNEX G - 2: OPERATING PARAMETERS

1. **Winning Bidder** shall operate the Power Plant in accordance with the operating criteria and guidelines consistent with operating and safety requirements of OMECO's distribution system. Winning Bidder shall cooperate with OMECO in establishing emergency procedures including but not limited to recovery from local or widespread electrical blackout, voltage regulation to effect curtailment, and other contingencies which may arise.

2. Power Plant Output

- 2.1. The Power Plant generating units shall be capable of continuously supplying its active power output within the frequency range of 59.7 Hz to 60.3 Hz. Any decrease of power output occurring in the frequency range of 59.7 Hz to 60.3 Hz shall not be more than the required proportionate value of system frequency decay.
- 2.2. The Power Plant generating units shall be capable of supplying its active power and reactive power outputs within the voltage variation specified in Section 3.2.3 of the Philippine Distribution Code (PDC).
- 2.3. The Power Plant generating units shall be capable of supplying its active **power** output within the limits of 0.85 power factor lagging and 0.9 power factor leading.

3. Frequency Withstand Capacity

- 3.1. If OMECO's system frequency momentarily rises to 62.4 Hz or falls to 57.6 Hz, the Power Plant generating units shall remain in synchronism with the island grid for at least 5 seconds.
- 3.2. WINNING BIDDER shall be responsible for protecting its generating units against damage from frequency excursion outside the range of 57.6 Hz and 62.4 Hz. WINNING BIDDER may decide whether or not to disconnect its generating units from the island grid.

4. Unbalanced Loading Withstand Capacity

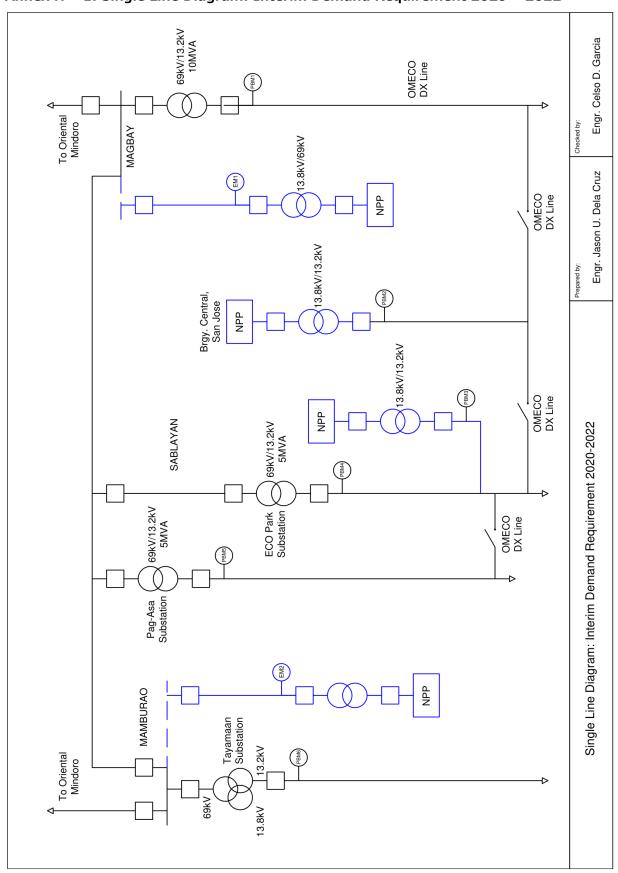
- 4.1. The Power Plant generating units shall meet the requirements for voltage unbalance as specified in Section 3.2.5 of the Philippine Distribution Code (PDC).
- 4.2. The Power Plant generating units shall withstand without tripping the unbalanced loading during clearance by back-up protection of a close-up phase to phase fault of the Distribution and Transmission system.

5. **Protection Arrangements**

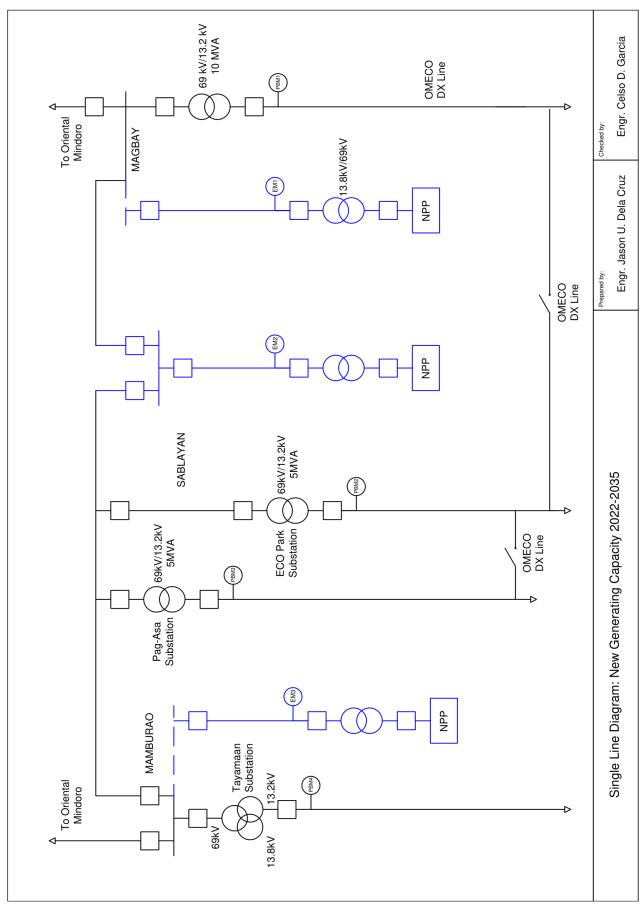
5.1. The protection of the Power Plant generating units and their connection to the distribution system shall be designated coordinated and tested to achieve the desired level of speed, sensitivity and selectivity in fault clearing and to minimize the impact of faults on the Distribution and Transmission system.

6.	The WINNING BIDDER must allow the BUYER to set its distribution protection system in a Three (3) trips to lockout mode.
7.	The WINNING BIDDER must provide OMECO a system capable to monitor plant status and output on a 24/7 basis at OMECO's load dispatch office.
	(Intentionally leave blank)
	(Intentionally leave blank)

Annex H - 1: Single Line Diagram: Interim Demand Requirement 2020 - 2022



Annex H - 2: Single Line Diagram: New Generating Capacity 2022 - 2035



ANNEX I

RE POWER PLANT CAPACITY CREDIT

ITEM NO.	TYPE OF RE PLANT	CAPACITY CREDIT (%)
1	Hydro	70
2	Solar with Battery	25
3	Solar only	0
4	Wind	40
5	Biomass	80