



PAMPANGA I ELECTRIC COOPERATIVE, INC.

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June 4, 2021

Supplemental Bulletin No. 2021-03

Procurement of 36MW Baseload Power Supply Agreement

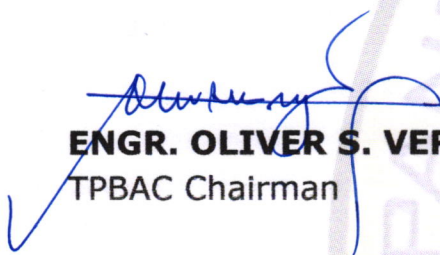
This has reference to the clarificatory discussion between the members of the PELCO 1 Third Party Bids and Awards Committee (TPBAC) and the eight (8) prospective Bidders during the Virtual Pre-bid conference held last May 11, 2021, 10:00AM via Zoom platform.

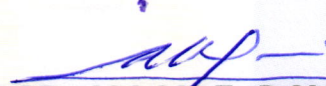
With respect to the various comments, queries and requests for clarification of the Bidders, the responses of the TPBAC are stated in the attached document. This document shall form part of the Bidding Document (Instruction to Bidders).

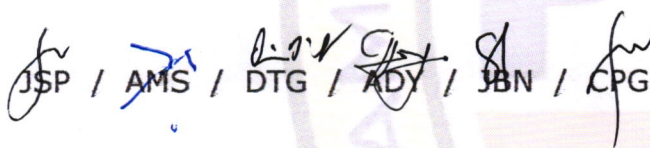
For your information and guidance in the PELCO I's competitive selection process.

Approved by: **PELCO 1 TPBAC**

Noted by:


ENGR. OLIVER S. VERGARA, MEM
TPBAC Chairman


ENGR. ALLAN E. DAVID
OIC-General Manager


JSP / AMS / DTG / ADY / JBN / CPG

AREA COVERAGE:

ARAYAT
0917-543-0705
(045) 885-0041

CANDABA
0917-543-0707
(045) 875-1765/966-0269

MAGALANG
0917-543-0706
(045) 866-0656

MEXICO
0917-543-0707
(045) 875-1765 / 966-0269

SAN LUIS
0917-543-0708

STA. ANA
0917-543-0707
(045) 875-1765 / 966-0269

No.	Bidder	Document	Page/Item No.	Clause No./Source Data	Description	Bidder's Comment, Question, Clarification, Recommendation	PELCO 1 TPBAC Response
1	TEC	General Query				Deadline of Bidders to submit questions/clarifications in the bidding documents/instruction to bidders / bid form/ bid bulletins?	With reference to Supplemental Bulletin ("SB") No. 2021-01, until June 16, 2021.
2	TEC	General Query		Bid Security		Please confirm if the Bid Security Amount is VAT inclusive.	Bid Security is not VATable. It is not an income to PELCO I. It is refundable but subject to the compliance of the Bidder to the provision of Bid Security in the ITB.
3	TEC/SCPC/ACE/EDC	General Query		Bid Form/ PSA/ Acceptance of Instruction to Bidders		Please provide form.	The sample/draft Bid Form was already provided to all Bidders last May 12, 2021. Also, the Draft PSA will be provided. The template for the Acceptance of Instruction to Bidders has been uploaded at CSP portion of the PELCO 1 website.
4	MPPCL	General Query				Is the intent a required Guaranteed Supply for the 36MW or the Power Supplier shall be excused from its obligations to supply the 36MW or any portion thereof during the Outage Allowances?	This is a Guaranteed Supply. The Supplier will provide the Replacement Power ("RP") during outages of the plant in accordance with RP provision in the Terms of Reference ("TOR").
5	MPPCL/EDC/SCPC	General Query		Schedule of Due Diligence		(1) Provide to all Bidders way ahead of the scheduled Due Diligence all the info/docs for early perusal, preparation of queries/comments; (2) already assign fixed time period for each Bidder for it to conduct its actual Due Diligence. It's up to the Bidder to exercise it or not since very short period of time within just one day the entire Due Diligence; (3) If feasible, TPBAC to add another day for a conduct of Due Diligence.	[1] Due Diligence of Bidders was held last May 18, 2021. The information and documents for due diligence were provided to all Bidders after the conference on May 18, 2021. [2] Due Diligence was conducted simultaneously via zoom platform from 10AM until 12NN. [3] Due Diligence was completed on May 18, 2021 from 10AM until 12NN.
6	MPPCL	General Query				Should the Bidder be made to leave the Bid Opening online process if at any point the Bidder is declared to have been disqualified?	No. Bidder/s may opt to stay and observe the proceedings of bid opening.
7	MPPCL	General Query		Bid Form		Being discussed thoroughly is how the Bid Price will be evaluated...everything in energy basis (expressed in Php/kWh and quantity in kWh. Not clear is if actual Rate Schedule to be proposed can be either CAPACITY-based (CRF and FOM in Php/kWh-month) or purely ENERGY-based meaning all tariff components are in Php/kWh including CRF and FOM.	Purely energy-based in Php/kWh
8	MPPCL	General Query		Nominated Power Plant		In case final decision of TPBAC will be allowing supply of 36 MW Contracted Capacity to come from a Bidder's portfolio of power plants, then all Legal, Technical and Financial requirements should be for all the power plants as well and not only for Nominated power plant/s. Moreover, the Bidder should clearly state in Bid Submission which specific power plant/s are intended for the supply source.	For portfolio of power plants, Bidder must provide all the Legal, Technical and Financial ("LTF") documents. For new/greenfield plant/s, Bidder must provide the LTF of reference local power plant/s.
9	MPPCL	General Query				For requirements not applicable to MPPCL, may we just indicate "Not Applicable"? Should there be an explanation for the non-applicability?	Bidder must provide narrative statement/explanation of its non-applicability
10	SPPPHI	General Query				Can the Bidder (who had provided the Letter of Intent, Confidentiality Undertaking and paid the Participation Fee and thus received the Bid Docs) , assign its bid or its PSA to its subsidiary?	For further clarification.
11	SCPC	General Query		Draft PSA		Will the draft PSA be subject to negotiation?	Yes.
12	SCPC	General Query		Submission of Bid		Please confirm submission required- 1 original Hard Copy and 1 electronic copy.	One (1) original Hard Copy and one (1) electronic copy in the USB flash drive.

13	SNAP/ MPPCL	General Query		Electronic Signature		Due to the imminent threat of COVID19 and restrictions on mobility and transmittal of documents, we're humbly asking PELCO I to allow e-signature on Original documents. This lessens physical interaction in securing documents with signatories.	E-signature on original documents is allowed, except for vital documents such as Bid Form, Secretary's Certificates, etc. For "CTC" documents, e-signature is allowed.
14	SNAP	General Query				Given the existing pandemic and challenge in mobility because of lockdown: [1] Are there any changes in the entire procedure of the CSP? [2] Should softcopy be allowed in lieu of hardcopy?	[1] Yes, the TPBAC issued the Online CSP Guidelines. [2] No, Bidders must submit the hard copies of documents.
15	SPPPHI	General Query				If the participating bidder is a holding/parent company, can the Bidder later assign a wholly-owned SPV as the party to the PSA?	For further clarification.
16	MPPCL	ITB	8	Amendments and Clarifications to the Bidding Document, item 3		[1] Please specify a certain period of time for Bidders to acknowledge receipt of all supplemental bulletins. [2] If all the authorized representatives of the Bidder receive the Supplemental Bid Bulletin/s, can any one of the authorized representatives send an acknowledgement receipt?	[1] Bidders must acknowledge receipt of all SB/s at least five (5) days before the bid submission date. [2] Any one from the Bidder's authorized representatives can acknowledge the receipt of SB/s.
17	MPPCL	ITB	8	Amendments and Clarifications to the Bidding Document, item 4		[1] Will all the queries and concerns submitted by the Bidders be covered by Supplemental Bid Bulletin/s? Whether the TPBAC clarified only the concern, took note of the concern, or resulted to an agreed amendment to any portion of the bid documents. [2] May we suggest that all supplemental/bid bulletins be emailed to all the bidders without the need to request or inquire about it?	[1] All queries and concerns will be given the appropriate response. [2] TPBAC, using its official e-mail (tpbac@pelco1.org.ph and pelco1tpbac@gmail.com), shall send the copies of SB/s to all Bidders. Copies of all SBs will be posted at the websites of PELCO1, NEA, and DOE. However, Bidders are also responsible to secure or inquire for the issuance of SB/s.
18	MPPCL	ITB	10	Eligible Bidders, item 5	The Bidder must have Unrestricted Net Worth of at least 30% of the investment requirement of each power plant including the cost of point-to-point connection.	[1] Should this cover only the Bidder's (GenCo) nominated power plant or portfolio of power plants including its affiliated GenCos? [2] Please clarify and/or define " investment requirement of each power plant"	[1] & [2] This has been revised in the ITB.
19	ACE	ITB	10	Eligible Bidders, item 2		Based on the current wording of the bidding documents, only GenCos who own and/or operate existing and operational power plants are allowed to participate in the bidding. As allowed in the other CSPs, Administrators who control, manage or administers the output or capacity of a power plant or portfolio of power plants, without necessarily owning and/or operate the power plants are allowed to participate in the bidding. By allowing participation of the Administrator, PELCO I is ensured of greater competition which will advantageous in getting the most competitive offer for its captive customers. Suggestion: The Bidders who own and operate, or control, manage or administer the output or capacity of renewable energy power plant/s shall comply with the ownership requirements of the RE law and the Philippine law;	Bidders who own and/or operate, or control, manage or administer the output or capacity of existing and operational power plants are allowed to participate in this CSP.
20	EDC	ITB	11	Eligible Bidders, item 6	For the purpose of confirmation, the Bidder must provide copies of its Certificates of Compliance (COCs) or Provisional Authority to Operate...	May we confirm that the COC/PAO is only for the plants to be offered for this Bid and not for all operating plants?	For the nominated plant/s only.

21	ACE	ITB	11	Eligible Bidders, item 6		Since the commencement of supply will still be on 26 September 2022, greenfield power plants which are under testing and commissioning or whose Certificate of Compliance have already been applied with the ERC should be allowed to participate, provided that, its target commercial operations date is before the commencement of supply to PELCO I. Suggestion: For greenfield projects, a copy of the COC application received by the ERC shall be submitted. Further, a write-up for the non-availability of GCIS and GCMR shall be submitted for greenfield projects that are yet to become operational. Again, this will further boost competition and the participation of more bidders; thereby, ensuring that PELCO I will receive the most advantageous offer for its captive customers.	Suggestion is accepted/approved.
22	SCPC	ITB	11	Responsibilities of Bidders, item 1.g		Should the legal and financial documents (i.e. SEC Registration, AOI and BLs, GIS, Mayors permit, BIR 2303 , AFS) be Certified as True Copy by the Authorized Representative or by the document custodian.	Under Format and Signing of Bids, Item No. 10. "All photocopied documents must be stamped "Certified True Copy" (CTC) on the first page only of each document by Bidder's responsible/ authorized officer/employee such as document custodian."
23	MPPCL	ITB	12	Due Diligence		Will PELCO I issue a Certification or proof that the Bidder conducted the due diligence? If yes, are we going to submit it together with the Bid?	PELCO I will not issue a Certification. The attendance of the Bidder's representative/s and the minutes of the due diligence proceedings are sufficient proof.
24	EDC	ITB	14	Preparation of Bids: Documents Comprising the Bid, item 2	The Bid shall be accompanied by a sworn affidavit of the Bidder's officers, directors, and controlling stockholders that they are not related to the members of PELCO 1 Board of Directors, General Manager [...]	Where will this document be placed? Will it be submitted in a separate envelope before the opening of the bid?	This is part of the Omnibus Sworn Statement in the Class B documents.
25	EDC/ TLI	ITB	14	Bid Security, item 2.b	Bank draft/guarantee or irrevocable standby letter of credit issued by a Universal or Commercial Bank	[1] Will PELCO 1 accept BDO, Chinabank, BPI, Security Bank, PNB and HSBC for the SBLC and Bank Guarantee? [2] May we confirm that the SBLC should follow the bank's template/language?	[1] Yes [2] Yes
26	SPPPHI	ITB	14	Bid Security, item 2		Can we request to include Surety Bond as one of the forms of the Bid Security?	Surety Bond is not allowed/acceptable in this CSP.
27	ACE	ITB	14	Documents comprising the bid, item 2		The ITB requires that the Bidder's officers, directors, as well as controlling stockholders are not related to members of PELCO I's Board, General Manager, officers, members of the TPBAC. [1] For purposes of clarity and to avoid confusion as to the requirement, we suggest that the Bidder should submit a sworn affidavit of non-affiliation to PELCO I's officers, instead of each of the Bidder's officers, directors and controlling stockholders submitting each affidavit. [2] To verify this, may we request for a list of the PELCO 1 Board of Directors, general Manager and officers, members of the TPBAC, TWG, Secretariat.	[1] Item No. 2. "The Bid shall be accompanied by a sworn affidavit of the Bidder's authorized representative stating that none of Bidder's officers, directors, and/or controlling stockholders are related to the members of PELCO 1 Board of Directors, General Manager/OIC, members of TPBAC, TWG, Secretariat, by consanguinity or affinity up to the third civil degree. Such relationships will result in the automatic disqualification of a Bidder." [2] The lists were provided in the due diligence/ITB documents.
28	MPPCL/ SNAPMI	ITB	15	Bid Security	Item 7(a) Bid forfeiture if Bidder withdraws its Bid Item 7(f), Bidder refuses to enter into a PSA	120 days from Bid Opening date (17 June 2021) would be 15 October 2021 and that's already way beyond the issuance of Notice of Award to Winning Bidder (14-16 July 2021) with possibility of already obtaining an ERC Provision Approval	Please refer to ITB regarding release of bid security to Bidders.

29	EDC	ITB	16	Bid Security, item 7.I	The Bid Security may be forfeited under any of the following conditions: [...] I. In case the Bidder is disqualified at any stage of the Bidding process as provided for in ITB.	The disqualification of a Bidder should not be a ground for bid security forfeiture since there can be a lot of possible reasons for disqualification which are not within the control of Bidder.	Revised the ITB. Deleted this item 7.I.
30	MPPCL	ITB	16	Bid Validity	Bids and Bid Securities shall remain valid for a period of at least one hundred twenty (120) calendar days from the Opening of Bids.	If the Bidder will use Manager's Check for the Bid Security, the check will be valid for six (6) months from the date of issue and not from the Opening of Bids. Kindly confirm that this is acceptable.	Correct. The six (6) months validity of check is approximately 180 days. This is compliant to the Bid Security validity requirement of at least 120 calendar days.
31	MPPCL	ITB	16	Legal Documents	Registration certificate from Securities and Exchange Commission ("SEC"). In case of foreign Bidders equivalent Certification allowed by Philippine Laws may be required;	MPPCL was not issued a Registration Certificate by SEC when it was established in 2007. Thus, in lieu of said requirement, MPPCL requests that it be allowed to submit a copy of the certificate issued by the SEC approving its Articles of Partnership, as well as its original and the latest Articles of Partnership.	For further clarification.
32	ACE/MPPCL	ITB	16	Legal Documents, item 2	Articles of Incorporation and By-Laws or a Memorandum of Association or Partnership duly certified by the concerned authorities, as may be applicable;	[1] It is required that the AOI and By-Laws to be submitted shall be duly certified by the concerned authorities? [2] With the difficulty in security certifications from government agencies, we suggest, for purposes of clarity that the authorized representative/officer/employee of the bidder be allowed to certify the document consistent with item 10 of page 22 the ITB. [3] May we be allowed to submit only the latest Articles of Partnership?	[1] Revised the Item No. 2 as follows: "2. Articles of Incorporation and By-Laws or a Memorandum of Association or Partnership duly certified by the Bidder's responsible/authorized officer/employee, as may be applicable;" [2] Under Format and Signing of Bids, Item No. 10. "All photocopied documents must be stamped "Certified True Copy" (CTC) on the first page only of each document by Bidder's responsible/ authorized officer/employee such as document custodian." [3] For further clarification.
33	SCPC/MPPCL/TLI	ITB	16	Legal Documents, item 4	TIN (BIR Certification) and VAT Registration (BIR 2303)	BIR Certification and BIR 2303 (VAT Registration) are the same, should we attach one (1) copy per requirement?	Merged/combined these two (2) legal documents into single document.
34	EDC/SCPC/SPPPHI/MPPCL/TLI	ITB	17	Legal Documents, Item 5.d	A certification under oath from Bidder's responsible officers that the Bidder is free and clear of all liabilities with the government.	[1] Can we limit to tax liabilities since this requirement is in compliance with EO#398 which is on tax requirements? [2] Is there a template for this? [3] Do we need to submit another document for this using our own template? Or this is also Annex E - Omnibus Sworn Statement since this statement is included in the template? Suggestion: "A certification under oath from Bidder's responsible officers that the Bidder is free and clear of all tax liabilities with the government, as confirmed by the Bureau of Internal Revenue (BIR) in Tax Clearance Certificate No. _____ which was issued on _____ and effective until _____."	[1] Limited to "tax" liabilities. [2] No template. Individual format is allowed. [3] Deleted this statement in the Omnibus. The Certification should contain the suggested contents.
35	EDC/SCPC/TLI	ITB	17	Technical Documents, Item 1	Company profile highlighting experiences and expertise of the company and key officers in power plant operation	[1] Is there any particular information PELCO I is looking for in the company profile? [2] Is there a preferred template? [3] Would a narrative statement signed by the Authorized Representative be sufficient? [4] Would a Table of Organization be sufficient? [5] If the bidder is an IPP Administrator, what document should the bidder submit?	[1] Company profile highlighting experiences and expertise of the Bidder and key officers in power plant operation [2] No template [3] Yes [4] Yes [5] Bidder's profile only, excluding the key officers of the power plant operation.

36	EDC/ MPPCL/ SPPPHI	ITB	17	Technical Documents, item 2.f	Number and average duration of scheduled and unscheduled outages for the last two (2) years or the actual outage data for new power plants operating for less than two years supported by a certification issued by the System Operator or client distribution utility.	[1] In case the certification from NGCP gets delayed, would the GMCR suffice in compliance with the requirement of showing the outage track record since it can provide that information already? [2] Can Bidder simply submit an emailed copy of request to NGCP for the number and average duration of scheduled and unscheduled outages for the last 2 years? [3] Can this be limited to the Nominated Power Plant only?	[1] GMCR is sufficient. [2] Provide copy of request emailed to NGCP and its acknowledgment receipt of the email. [3] Yes, existing nominated plant only.
37	EDC / SCPC / MPPCL/ ACE	ITB	17	Technical Documents, Item 3	Name and position of authorized contact person/s Telephone and mobile number and email address of authorized contact person/s	[1] In lieu of the Data Privacy Act, we suggest to limit only to company emails and company contact numbers/trunk line. [2] Is this Annex F? Some information required is not included in the form (i.e. item E). [3] Can this be limited only to DU customers? [4] What document do we need to submit for letter 3.e? Is this the same certification in the requirement above?	[1] Accepted [2] No, this is a separate document from Annex F. [3] Preferably DU customers, however customers other than DUs are accepted. [4] Deleted the "3.f."
38	EDC	ITB	17	Technical Documents, Item 4	Copy of Certificate of Compliance issued by ERC, copy of Service Contracts from the DOE, copy of Generation Company Information Sheet (GCIS) and copy of Generation Company Management Report (GCMR) submissions to ERC for the last two (2) years [...]	Please confirm that this is only for the primary plant to be proposed for the Bid.	Yes, for nominated plant/s only.
39	ACE/ SCPC	ITB	17	Technical Documents, item 2	Matrix of the Bidders ongoing projects and generation portfolio with the following minimum information for each power plant:	[1] We suggest that matrix of bidder's generation portfolio should only refer to the nominated plant. [2] Do you have a template?	[1] No. This is for the matrix of Bidder's generation portfolio [2] None, individual template.
40	TEC	ITB	18	Financial Documents, Item 1	The Bidder's Audited Financial Statements, stamped "Received" by the Bureau of Internal Revenue (BIR) for the last two (2) years (i.e., for years 2019 and 2020), showing, among others, the Bidder's total and current assets and liabilities. Complete set of financial statement includes the following:	Will the TPBAC accept AFS submissions stamped "Received" by the SEC at least for the Consolidated AFS?	Stamped "Received" by the BIR if available, or proof of submission via the eAFS system. In addition, Bidders may also submit AFS stamped "Received" by the SEC. Last three (3) years of AFS.
41	EDC	ITB	18	Financial Documents, item 2	Calculation sheet of the Unrestricted Net Worth of the Bidder certified by the Finance Manager or Officer of the Bidder	How does PELCO I compute for the Unrestricted Net Worth? What formula should be used here?	Unrestricted Net Worth can be found in the AFS.

42	MPPCL/ SPPPHI/ EDC	ITB	18	Class B Documents, item 1	Secretary's Certificate designating the Bidder's authorized representative/s who will sign (a) the documents required in this Bid, and (b) the Power Supply Agreement (PSA), bearing certified sheets containing at least three (3) specimens of full signature and three (3) initials of the designated representative/s;	<p>[1] Is this the same Secretary's Certificate that the Bidders submitted for the issuance of bid documents?</p> <p>[2] Does the certified sheet for the specimen signatures embodied within the Secretary's Certificate or can it be a separate document attached to the Sec. Cert.?</p> <p>[3] Can the TPBAC forego the requirement for Secretary's Certificate to have "at least three (3) specimens of full signature and three (3) initials of the designated representatives"?</p> <p>Since Bidders already submitted a Secretary's Certificate during the purchase of Bidding Documents.</p>	<p>[1] No.</p> <p>[2] Embodied in the Sec Cert.</p> <p>[3] No, this is a separate Sec Cert.</p>
43	ACE	ITB	18	Financial Documents, item 1	<p>The ITB requires that AFS must be stamped-received by the Bureau of Internal Revenue ("BIR"). On 20 May 2020, the BIR issued Revenue Memorandum Circular No. 49-2020 providing additional options in the acceptance and processing of income tax returns and its required attachments.</p> <p>The circular provides that any taxpayer may submit online thru the BIR eAFS System. Once filed, the eAFS System will acknowledge successful submission by issuing a system generated Transaction Reference Number and by sending an email to the system user. This Reference Number shall serve as the proof of submission by the taxpayer, in lieu of the manual "Received" stamping.</p> <p>In view of the above, may we request that affected sections of the ITB be modified to the effect that, in lieu of the 'stamped-received' copy of the BIR, as the case may be, the TPBAC allow the submission of:</p> <p>1. The electronic system generated e-mail response of the BIR upon electronic filing of the AFS.</p> <p>Suggestion: The Bidder's Audited Financial Statements, stamped "Received" by the Bureau of Internal Revenue (BIR) or submitted online through the BIR eAFS System for the last two (2) years (i.e., for years 2019 and 2020), showing, among others, the Bidder's total and current assets and liabilities. Complete set of financial statement includes the following: xxx</p>	<p>AFS submitted online thru BIR eAFS System is accepted. Provide proof of online submission such as the electronic system generated e-mail response of the BIR upon electronic filing of the AFS.</p> <p>However, the AFS must be for the last three (3) years.</p>	
44	SPPPHI/ MPPCL	ITB	18	Financial Documents, item 1.f-g	Statement of Management Responsibility for Financial Statement;	<p>[1] If the Financial Ratios is not included in the AFS, can the Bidder submit a separate sheet showing the required values?</p> <p>[2] May we know if there is a minimum requirement for the ratios?</p>	<p>[1] Yes</p> <p>[2] ERC Resolution No. 3-2021, DSCR = 1.25X</p>
45	EDC/ MPPCL/ SCPC	ITB	19	Class B Documents, item 6	Certificate of No Unsatisfactory Performance from its contracted customer/s;	<p>[1] Since "unsatisfactory" is subjective, may we ask as to what does this refer to?</p> <p>[2] May we be allowed to submit one Certificate only?</p> <p>[3] Please confirm if Certification by the Authorized Representative will suffice.</p>	Please refer to the ITB under Class "B" documents, the description of "No Unsatisfactory Performance" is provided.
46	EDC/ MPPCL /TLI	ITB	19	Technical Bid, Item 2 & 3	Fuel supply contract	<p>[1] Can we provide the N/A document since EDC as a vertically integrated geothermal power plant that owns and operates its steam field?</p> <p>[2] Please clarify this requirement: "Contingency supply for at least sixty (60) days of sufficient fuel"</p> <p>[3] DOE only requires a 30-day running fuel inventory for all coal-fired power plants.</p> <p>[4] Due to Confidentiality Agreement, is PELCO 1 willing to sign a Non-Disclosure Agreement for this?</p>	<p>[1] Provide a narrative statement of its non-applicability</p> <p>[2] and [3] Contingency supply compliant to the requirements of the DOE.</p> <p>[4] Yes</p>

47	EDC/ TLI	ITB	19	Technical Bid, Item 5	Organizational structure and Technical Capability of Key Personnel and Manpower requirements.	[1] Please confirm that the Organization Structure should reflect the key officers of the Bidders set out in the Bidder's GIS? [2] What does manpower requirement mean? [3] Can we submit instead our organizational structure as IPP Administrator? Will you accept the CV of our management committee to show expertise in the operation of the Power Plant?	[1] Yes [2] Deleted the "Manpower requirements" [3] Yes.
48	EDC	ITB	19	Class B Documents	The Bidder shall state the non-applicability for requirements that are not applicable to them.	Is there a prescribed language/format for document non-applicability?	None, individual format.
49	MPPCL/ SCPC	ITB	19	Class B Documents, item 5	Confidentiality Undertaking	[1] This is already submitted by the Bidders as a requirement for the issuance of bid documents. Also, this is not included in Annex C – Checklist of Eligibility Requirements and Bids. [2] Please clarify if we need to submit this again. [3] This is not included in the Annex C: Checklist and should this be part of the Letter of Intent to Participate as submitted? Please clarify.	[1] Deleted the item No. 5 in the Class "B" documents. [2] No need to re-submit. [3] Not included in Annex C . Deleted already.
50	MPPCL/ TLI	ITB	19	Technical Bid, item 1	The Annual Operating and Maintenance Program for an operating year including, but not limited to dispatch schedule and outage schedule of generating unit/s and power plant/s;	1. Can we be clarified on the purpose of this requested information? 2. We suggest that this should be limited to the Nominated Power Plant and its unit components and not all power plants under the portfolio of the Bidder/s. 3. What year is contemplated in this requirement? Can it be only for one year?	Revised item No. 1 to "1. The annual maximum allowable outages and maintenance schedule of the nominated plant/s: (a) scheduled outage hours; (b) unscheduled outage hours; and (c) maintenance schedule." applicable to the nominated plant/s." [1] To determine annual schedule of plant maintenance and outages of the nominated plant/s. [2] Nominated plant/s only. [3] One year only, 2021
51	MPPCL	ITB	19	Technical Bid, item 4	Risk Management Plan including, but not limited to, pertinent information on project insurance and bonding program in place.	Can the Bidder simply submit pertinent details of its Fuel Supply Plan/Risk Management Plan?	Revised to "5. Copy of Risk Management Plan/Business Continuity Plan/Resiliency Plan related to the subject PSA; and 6. Copy of Insurance Policy or Notarized Certification issued by Authorized Representative/s containing the list and scope of insurance;" Bidder shall submit Nos. 5 and 6 documents above.
52	SPPPHI	ITB	19	Class B Documents, 3-4		We request the editable copy of the Omnibus Sworn Statement in accordance with Annex E and Acceptance of Instruction to Bidders.	Granted
53	TLI/ EDC	ITB	20	Financial Bid, Item 3	PELCO 1 shall enter into a PSA with the Winning Bidder with the following price structure	[1] Does this mean FOM and VOM offers have to be escalating? [2] In the prescribed PSA price structure, there is a double application of the variable "Q". Each component of the "Monthly Fee" is already in Peso Terms. As such no need to multiply Q in the "Monthly Fee" formula. [3] Are the Bidders allowed to propose CFR & FOM in P/kW/month as indicated in TOR item #6? If yes, does this mean that there is a monthly fixed payment for CRF & FOM?	[1] FOM and VOM are indexed to price/forex indices. The escalation is for the purposes of evaluation of price over the contract period. [2] Revised. Removed the first Q in the formula. [3] Bid must be in Php/kWh
54	TLI	ITB	20	Financial Bid, Item 2.b	Allowable Outage	How will allowable outage allowance be factored in the evaluation methodology? There was no mention of how it will be computed if we choose to bid with less than the allowed days or will it all be evaluated in the same way?	None. The provision on replacement power will apply.
55	EDC/ MPPCL	ITB	21	Financial Bid, item 4	The Bid Price for each power plant technology offered by the Bidder shall be based on March 2021 reference market prices and indexes that will be reflected in the PSA [...]	The Base Prices (Mar 2021) and references were provided for RPCPI,USCPI and FOREX. What is the base price and reference index for Fuel Cost component?	Base Price for Coal in March 2021 is 94.92 \$/MT.

56	EDC	ITB	22	Format and Signing of Bids, Item 8	The Bidder shall be responsible for keeping 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.	[1] Can we propose/submit a password-protected folder in Google Drive as a back up in case the USB is corrupted? [2] What will happen if the file is corrupted? Will the hard copy suffice for presentation purposes or will PELCO I request the bidder for a new copy in excel sent via email equivalent to what is given on the hard copy?	[1] No [2] As a back-up copy of the Bid Form, in case the file in the USB flash drive is corrupted, Bidders shall submit to the TPBAC Secretariat, via TPBAC official email (tpbac@pelco1.org.ph), an electronic copy of the password-protected Bid Form on the bid opening date, at about 11:00 AM.
57	MPPCL	ITB	22	Format and Signing of Bids - Item 5	Except for pages where the signature of the authorized representative is specifically required, all pages of each document submitted and all pages and all portions of the pages where corrections and/or amendments ...	Please confirm that only initials and not full signature of the Authorized Representative shall be affixed on all pages of each document except for the signature page.	Revised to "5. Except for pages where the signature of the authorized representative is specifically required, all portions of the pages where corrections and/or amendments have been made, shall be initialed by the Bidder's authorized representative/s... "
58	MPPCL	ITB	22	Format and Signing of Bids - Item 10	All photocopied documents must be stamped "Certified True Copy"(CTC) on the first page only of each document by the Bidder's responsible/authorized officer/employee such as document custodian	May the Authorized Representative be allowed to certify documents?	Yes, if the Bidder allows the Authorized Representative/s to certify documents. TPBAC will accept document certified by document custodians of the Bidder.
59	EDC	ITB	24	Submission of Bids, item 1	All Bids must be received by the TPBAC Secretariat a working day before the Opening of Bids, from 8:00AM to 5:00PM, at PELCO 1 Main Office in Sto. Domingo, Mexico, Pampanga.	[1] What are PELCO I's protocols for entering their office compound? Are there requisite PPE to be worn, or need to submit test results etc.?	[1] Compliance to minimum health and safety protocol such as wearing of face mask, face shield and observe physical distancing inside the premises of PELCO1. Health declaration and temperature check will be conducted by security personnel at PELCO I main entrance gate.
60	MPPCL	ITB	25	Opening of Bids, item 1	A copy of the authority to represent the Bidder must be submitted thru email (tpbac@pelco1.org.ph) to the Secretariat at least three (3) days before the opening of Bids.	Does this mean that we need to submit a copy of the Secretary's Certificate again?	No. This portion in the item No. 1 has been deleted.
61	MPPCL	ITB	26	Opening of Bids, item 7.a	The electronic copy of the Bid Form (in Excel format) saved in a USB flash drive will be opened and read by the computer of the TPBAC. The screen of this computer can be seen only by the TPBAC, TPBAC-TWG, Observers, and authorized representative/s of the Bidder whose bid is being opened and evaluated.	Please explain further on how this will be done virtually.	This portion of item No. 7.a has been deleted.
62	EDC	ITB	27	Examination of Bid Security and Eligibility Requirements, item 5	Envelopes 2 and 3 of Bidder/s who failed the bid security and eligibility check shall no longer be opened and shall be returned to the Bidder/s.	Will the Bidders who failed the check be asked to leave immediately?	No. Bidders may opt to stay and observe the proceedings of bid opening.

63	EDC/ MPPCL/ TLI	ITB	28	Evaluation Methodology, item 3	3. Consumer Price and Fuel Inflation values: [...]	<p>[1] Escalation, for the purpose of computing LCB, were provided by PELCO1 for RPCPI and USCPI indexed components. What is the adjustment factor for Fuel? May we suggest that a publicly available annual average 2016-2020 fuel prices (say from the World Bank) be used as an escalation rate in order to align with the escalation used for RPCPI and USCPI?</p> <p>[2] Also, kindly confirm that despite using estimates in the evaluation, the resulting actual escalation for RPCPI, USCPI, FOREX and FUEL will be a complete pass through (may be referred to Item 6 of the TOR).</p> <p>[3] Please include escalation value for Forex and Fuel in the table.</p> <p>[4] What is the value or definition of the variable "a" in the table?</p> <p>[5] What is the alpha to be used for fuel in the evaluation methodology?</p> <p>[6] May we know if you will also be providing the base value for the fuel (i.e. coal and other fuel types)?</p>	<p>[1] Coal Base Price for March 2021 is 94.92 USD/MT, Australian Coal, Reference: World Bank Commodity Price Data (The Pink Sheet). Fuel escalation is 1.59%.</p> <p>[2] The escalations are for evaluation purposes only. Actual values of indices will be used in the monthly power bill.</p> <p>[3] Average Forex for March 2021 is 48.5743 Php/USD, the escalation rate is 1.83% p.a.</p> <p>[4] Alpha (α) is the coal fuel escalation rate.</p> <p>[5] Fuel escalation is 1.59%.</p> <p>[6] Yes</p>
64	MPPCL	ITB	28	Evaluation of Technical Proposal	1. Operating and Maintenance Plan; 2. Fuel Supply Plan; and 3. Risk Management Plan.	How will this documents/information be relevant to evaluation of the technical credibility of the power plant considering that there are other variables within and beyond the control of the Bidder?	To determine the outage allowance and schedule of the nominated plant. To ensure security of fuel to the plant. To ensure the recovery of the plant from any risks, hazards, disasters, etc.
65	EDC	ITB	29	Evaluation Methodology, item 10	Adjusted Generation Costs. The Adjusted Generation Costs are calculated by applying the Adjusted Generation Price to Total Annual Energy. [...]	<p>[1] Kindly clarify how Adjusted Gen Price is calculated?</p> <p>[2] What is the Energy Total per year that will be used in the evaluation?</p> <p>[3] The TOR provides an estimated Contract Energy, is this what will be used?</p> <p>[4] Will this also be the MEOT for the PSA?</p> <p>[5] How will the LR cap, Outage Allowances be factored in the evaluation?</p>	<p>[1] Refer to the formula under evaluation methodology in the ITB.</p> <p>[2] It is indicated in the TOR and the Bid Form.</p> <p>[3] Yes</p> <p>[4] Yes but subject to minor negotiation.</p> <p>[5] LR cap will be added to the annual generation cost. Outage allowance is covered by RP provisions.</p>
66	TLI/ EDC	ITB	31	Post- Qualification, item 3.c	Committed site for the nominated power plant/s. Convincing evidence that Bidder has acquired ownership of right, title, or interest in the site/s of the plant/s. In case of land lease, an agreement indicating that Bidder has acquired such right over the PSA period.	<p>[1] If the bidder is an IPP Administrator, what document should be submitted?</p> <p>[2] Please confirm that this is only applicable to new power plants.</p>	<p>[1] Copy of land title or land lease agreement for the nominated plant/s.</p> <p>[2] No, applicable to either existing or new.</p>
67	EDC/ MPPCL	ITB	31	Lowest Calculate Bid, Item 6	[...] Evaluation process shall include visit at the Bidder's plant/s.	<p>[1] What if the COVID-19 protocols of the Bidders or the LGUs wherein the plants are located prohibits/limits the visits to plants?</p> <p>[2] What if there are restrictions to travelling during the period of evaluation process?</p> <p>[3] Does PELCO I intend to visit the nominated power plant of all the Bidders or just the Winning Bidder?</p>	<p>[1], [2] Re-schedule the evaluation</p> <p>[3] Nominated plants of the first three (3) lowest LCOE Bidders.</p>
68	EDC/ MPPCL	ITB	31	Tied Bids	[...] tied Bidders shall be required to submit a new Financial Bid in the prescribed Bid Form to break the tie. [...]	When will the new Financial Bid be submitted? Will it be electronically submitted?	TPBAC will issue supplemental bulletin on schedule of submission, opening and evaluation of new financial bids.
69	EDC/ SPPPHI	ITB	31	Post- Qualification, item 4.e	The Bidder shall show proof of financial capacity to operate [...] i. Current and Previous experience with financing (equity and debt) of projects of the type and size being proposed;	<p>[1] Please confirm that this is only applicable to new power plants.</p> <p>[2] Which Envelope or Folder in the Bid will it be included?</p>	[1] & [2] The Post-Qualification provision has been revised in the ITB.

70	MPPCL	ITB	32	Post-Qualification, item g	The required bank commitment to provide a credit line to Bidder in the amount specified and over the period stipulated in the Instruction to Bidders	Is this required even if the Bidder meets the Unrestricted Net Worth requirement?	The Post-Qualification provision has been revised in the ITB.
71	EDC	ITB	33	Performance Security, item 2.a	Bank draft/guarantee or irrevocable standby letter of credit issued by a Universal or Commercial Bank	[1] Will PELCO 1 accept BDO and Chinabank for the SBLC and Bank Guarantee? [2] May we confirm that the SBLC should follow the bank's template/language?	[1] Yes [2] Yes
72	MPPCL	ITB	34	Contract Signing	Item 1. The Winning Bidder shall enter into a PSA with PELCO I upon (a) receipt of the Notice of Award, (b) posting of Performance Security; (c) NEA's issuance of the Notice to Proceed (NTP). Item 2. Bidding Documents, Supplemental Bulletins and Bid submitted by the Winning Bidder. Item 3. The TPBAC shall draft the PSA based on the Bidding Documents, Supplemental Bulletins and Bid submitted by the Winning Bidder. Item 4. The TPBAC shall negotiate with the Winning Bidder on the terms and conditions that are acceptable to both parties, which shall be incorporated in the PSA.	[1] When should be the actual execution/signing of the PSA as items a, b, and c above are of different dates? [2] There seems to be no target date for the signing of the PSA and the filing of the rate application with the ERC in Annex B. Bidding Schedule. [3] In almost of CSPs conducted where PSAs between Winning Bidder and the Buyer is executed, these documents do not form part of the PSA itself. The Buyer (the regulated entity) normally submits to the ERC a Summary Report of the CSP conducted for its consideration, reference, and evaluation of the entire process. [4] What is PELCO I's timeline for this activity? [5] Is there a draft PSA already? Please confirm that the PSA is still subject to negotiation of the Parties. [6] If the PSA is yet to be drafted, then by Bid Submission and Opening date, the Bidders would not have any idea of the contents of the PSA. Further, pursuant to Item 1 above, the Winning Bidder should immediately enter into the PSA upon receipt of the Notice of Award. [7] Should this form part of the responsibility of the TPBAC or the DU itself (PELCO I) who is the signatory to the PSA? [8] What if the negotiations result to failure of either party to accept the final terms and conditions incorporated in the PSA and refuses to finalize and execute the PSA? Would this form part of the instances where the Bid Security may be forfeited?	[1] Upon issuance of "NTP" by NEA. [2] Please refer to SB No. 2021-01. The target date of PSA signing is on September 14, 2021 while the filing of joint application to ERC is on September 20, 2021. [3] The substance of these documents will be reflected in the PSA. [4] Refer to number [2]. [5] Yes, PSA is still subject to further negotiation. [6] Draft PSA will be provided to Bidders. [7] PELCO 1 [8] TPBAC will disqualify the Bidder, {YES/NO}
73	MPPCL	ITB	35	Reservation Clause, item 1.c	Award of PSA will not redound to the benefit of PELCO I or PSA is no longer necessary	Please kindly expound on the instances surrounding the possibility that the PSA will not redound to the benefit of PELCO I or the PSA in no longer necessary	If the offered bid price or contract price is higher than what PELCO 1's is expecting to received from the Bidders, or higher than existing contract price of PELCO 1 to its current power supplier. If there is a significant reduction in the energy purchase of PELCO1 due to continuous pandemic or due to RCOA/RE Law/GEOP/Net metering.
74	MPPCL	ITB	36	Failure of Bidding, item 4	All Bidders who have initially responded to the Invitation to Bid and have been declared eligible in the previous biddings shall be allowed to submit new Bids. The TPBAC shall observe the same process	For the second round of bidding, [1] are those bidders who joined and declared eligible in the first round the only bidders allowed to participate? [2] If so, please confirm that those declared ineligible and those who did not join the first round shall not be allowed to participate in the second round of bidding.	[1] No. [2] Complete re-bid process.

75	EDC/ MPPCL	ITB	38	Due Diligence to Bidders	The TPBAC and TWG, as part of evaluation of bid, shall conduct due diligence and plant visit to the top three (3) Bidders with competitive offer. The cost of due diligence and plant visit such as hotel accommodation, transportation, air fare, among others, shall be shouldered by the Bidders.	[1] Given the current situation, will this requirement still apply? [2] What if the COVID-19 protocols of the Bidders or the LGUs wherein the plants are located prohibits/limits the visits to plants? [3] What if there are restrictions to travelling during the period of evaluation process? [4] The due diligence and plant visit should be done one at a time during the post qualification of the bidder and not simultaneously for the top 3 bidders. [5] Please clarify the intended coverage of expenses that the Bidder must shoulder	[1] Yes [2] , [3] Reschedule the plant visit [4] Plant visit is part of evaluation process. It will not form part of the Post-qualification. [5] Travelling expenses and accommodation for the TPBAC.
76	SNAP	ITB	39	Conflict of Interest, item 2	All Bidders found to have conflicting interests shall be disqualified to participate in this CSP,...	[1] There are GenCos that have entities that are invested with other GenCos thru capital infusion or minority stake but are distinct, separate, and independent from each other. [2] May we clarify the definition of "subsidy" and in what instance does it apply?	[1] Control means the ownership, whether directly or indirectly, of more than fifty percent of the total issued voting share capital or other voting interest of that company or corporation. [2] Replaced by payment.
77	MPPCL	ITB	40	Corrupt and Fraudulent Practice, item 4	The PELCO 1, through the TPBAC or through independent auditors, reserved the right to inspect and audit records and accounts of any Bidder involved in the Bidding.	The records and accounts of the Bidder to be inspected and audited by PELCO 1 should only pertain to the documents submitted by the Bidder in this bidding.	Yes
78	MPPCL	ITB	43	NFCC	In support to NFCC, the Bidder shall submit the Credit line certificate issued by ...	[1] Is this required only if the Bidder did not meet the Unrestricted Net Worth requirement? [2] This should be limited to the Bidder's Nominated Power Plant [3] What is the basis of the 30% contract cost?	[1] Yes [2] Yes [3] TPBAC Decision
79	MPPCL	ITB	47	Bidding Schedule		Item 6 – due to the existing pandemic/quarantine situation, can submission be made initially thru Online Submission? To be followed by submission of actual documents at a later date and/or time. Other Comments: 1. Period for the development of the PSA based on the Bid Docs (ITB, TOR, Supplemental Bulletins, Bid Proposal of Winning Bidder, etc.) 3. PSA negotiation period between PELCO I and the Winning Bidder 4. Target date of signing of the PSA. 5. Target joint filing of the PSA with the ERC	No. TPBAC shall open the hard copy of documents. [1] to [5], please refer to SB No. 2021-01
80	SNAP	ITB	48	Checklist of Eligibility Requirements and Bids		It was mentioned in the ITB Original set of documents, may we be clarified if PELCO I would requiring photocopy (copy 1) of documents in bid submission?	No. One (1) hard copy and one (1) soft copy in the USB flash drive.
81	TLI	ITB	49	Technical Documents, T8	Copy of Service Contract from the DOE	May we ask what specific document the TPBAC is referring to?	Service Contract issued by DOE for RE eligible plant/s, if applicable only.
82	MPPCL	ITB	49	Eligibility Requirements, T6	GCIS	Is this also for the last 2 years similar to GCMR?	Recent GCIS only
83	SNAPMI	ITB	49	Technical Documents	Copy of Environmental Compliance Certificate from DENR;	SNAP-Magat is not covered by this requirement, DENR issued SNAP-Magat Certificate of Non-Coverage instead. May we be allowed to submit this instead? Department of Environment and Natural Resources ("DENR") does not issue an Environmental Compliance Certificate to generating companies like SNAPM because the latter has been operational prior to the implementation of the Philippine Environmental Impact System ("EISA")	Provide narrative statement of non-applicability

84	SPPPHI	ITB	49	Technical Documents	T5-T10	1. Kindly confirm if T5-T10 are for the Reference Plant, or if for the Nominated Plant. 2. For Reference plant, can a plant owned by a subsidiary of the Bidder be used?	[1] Nominated Plant if existing, otherwise Reference plant . [2] Yes
85	TLI	ITB	50	Technical Documents, T11	Risk Management or Resiliency Plan, including insurance policy...	May we ask if the TPBAC has a template for this document to ensure uniformity and conformity	None. Individual format is acceptable.
86	MPPCL	ITB	50	Eligibility Requirements, F4	Credit line certificate issued by commercial/universal bank accredited by ...	1. Is this required only if the Bidder did not meet the Unrestricted Net Worth requirement? 2. This is inconsistent with the Eligibility Requirements. This is not required under the Financial Documents. 3. Please clarify if we still need to submit this.	[1] & [2] Please refer to the revised ITB.
87	ACE	ITB	50	Financial Documents		Will the submission of both NFCC and Credit Line redundant already given that there is a requirement already for Unrestricted Net Worth? We suggest that NFCC or Credit Line be submitted only if it fails the 30% requirement for Unrestricted Net Worth.	Compute the NFCC. It is part of the Financial documents. No need for Credit line certificate if NFCC is positive, or the 30% requirement for Unrestricted Net Worth is achieved.
88	SCPC	ITB	50	Class B Documents	A notarized Board Resolution or Secretary's Certificate for the following:	Can the bidder use its own format?	Yes
89	MPPCL	ITB	51	Eligibility Requirements, B4	Acceptance of Instruction to Bidders	Does this mean that we need to submit this document again together with the Bid?	This portion of the ITB has been revised. The Acceptance of the Instruction to Bidders is already part of Class "A" legal documents.
90	MPPCL	ITB	51	Eligibility Requirements, B7	If Bidder is under partnership or consortium, present an evidence of agreement...	Please clarify that this requirement only applies for partnership or consortium formed only for the purposes of this bidding and not for existing partnerships such as MPPCL.	Yes
91	SCPC	ITB	51	Class B Documents, B2	A document containing the name, address and contact details,...	Please confirm if must be notarized.	Not notarized
92	EDC	ITB	52	Annex D - Bid Security Form	Annex D - Bid Security Form	Can we proposed revisions to the template, if any?	Send the proposed revision to the TPBAC for their approval.
93	EDC/SCPC	ITB	53	Annex E - Omnibus Sworn Statement	Annex E - Ominibus Sworn Statement	[1] Can we proposed revisions to the template, if any? [2] The designated Authorized Representative were assigned up to extent of signing and submitting the Bid. In the case of signing the PSA, President will sign and execute the PSA.	[1] Yes, as long as the form and substance are present in the document. [2] Accepted.
94	SCPC/TLI	ITB	55	Annex F	Statement of Completed, Ongoing & Awarded But Not Yet Started Projects/Contracts	[1] The provided template is mostly use in other industry biddings, such as construction. Some information requested were not applicable to Power industry. [2] Due to confidentiality of projects completed and ongoing, may we request PELCO I to allow bidders to not include value of outstanding/undelivered portion? Total corporation value can be seen in submitted AFS. [3] Is it required to include the Notice of Award or Notice to Proceed for each and every contracts?	[1] Provide the applicable information. Else, provide an explanation of non-applicability. [2] The Annex F is for the calculation of NFCC. [3] Yes, NOA, NTP, ERC Decision, etc. to prove the existence of the contract/project.

95	ACE	ITB	17-18	Technical Documents, item 4	COC, GCIS, GCMR	<p>Since the commencement of supply will still be on 26 September 2022, greenfield power plants which are either under testing and commissioning or whose Certificate of Compliance have already been applied with the ERC should be allowed to participate, provided that, its target commercial operation date is before the commencement of supply to PELCO I.</p> <p>Again, this will further boost competition and participation of more bidders; thereby, ensuring that PELCO I receive the most advantageous offer for its captive customers.</p> <p>Suggestion: For greenfield projects, a copy of the COC application received by the ERC shall be submitted. Further, a write-up for the non-availability of GCIS and GCMR shall be submitted for greenfield projects that are yet to become operational.</p>	Suggestion is accepted.
96	SPPPHI	ITB	17-18	Technical Documents		If the participating bidder is a holding/parent company, can the bidder submit the technical documents of its other subsidiaries (not the assigned SPV in this CSP)?	Yes, as a Reference plant for new/greenfield plant.
97	EDC	ITB	9-10	Eligible Bidders, item 3,4,5		Should we submit documents to prove these? Where in the checklist should we place this?	These portions were revised. Submit documents in accordance with the Annex C.
98	MPPCL	TOR	1	Type of Contract	Type of Contract	<p>1. Please clarify if the Take-or-Pay (TOP) nature of the contract applies to Contract Energy on a monthly basis or an annual basis?</p> <p>2. If on a monthly basis, please specify the exact levels of Contract Energy per month for the entire 10 years and 3 months' supply period or 123 months.</p> <p>3. If on an annual basis, please specify the exact levels of Contract Energy per annum for the entire 10 full contract years and clarify how will the 3-month supply period be considered under this scenario?</p>	<p>[1] Take and Pay, on a yearly basis.</p> <p>[2] This will be provided.</p> <p>[3] The TOR provides the contract energy for the 3-month period.</p>
99	EDC	TOR	3	Contracted Energy	66,000 MWH in 2022 and Minimum of 308,000 MWH in 2023-2032	We would like to clarify if the 66,000 MWH in 2022 and Minimum of 308,000 MWH in 2023-2032 will be the MEOT? Also, can this be translated to a monthly MEOT?	Yes, but subject to negotiation.
100	EDC	TOR	4	Contract Duration	123 months commencing from September 26, 2022 to December 25, 2032	Will the end date be moved if the target delivery date did not commence on Sept. 26, 2022?	No
101	EDC	TOR	7	Outage Allowance	<p>- Scheduled OA not exceeding thirty (30) days per year</p> <p>- Unscheduled OA not exceeding five (5) days per year</p>	<p>[1] Can the OA be converted into hours as long as it does not exceed 30 days (i.e. 720 hours)?</p> <p>[2] Will the outage allowance for 2022 be prorated (i.e. 3 billing periods)?</p>	<p>[1] Yes</p> <p>[2] Yes</p>
102	TLI	TOR	7	Outage Allowance		Are we paid the capacity fee and FOM even during allowable outage allowance days?	No. Take-and-pay contract. Supplier will provide RP.
103	EDC/MPPCL	TOR	8	Force Majeure (FM)	<p>- Parties shall determine FM events and establish the action plans</p> <p>- No payment of CRF and FOM</p> <p>- PELCO I shall not be required to make payments for any of the following:</p>	<p>[1] What is paid to the Supplier during FM?</p> <p>[2] Fixed Costs shall be proportionately paid based on what is available or what customer can actually absorb?</p> <p>[3] How will the requirement "no payment of CRF and FOM" be implemented in a capacity-based and energy-based pricing and supply arrangement?</p>	<p>[1] Take and Pay contract. Depending on the actual amount energy taken by PELCO1 from the supplier.</p> <p>[2] Take and Pay contract</p> <p>[3] This is an energy-based contract.</p>

104	TEC/ EDC	TOR	9	Replacement Power	Supplier shall provide RP in the following cases, except for FM events: (a) During any delay from target delivery date [...]	[1] Sourcing of PELCO I for RP will be subject to confirmation of Supplier given that it is for the Supplier's account? [2] May we confirm that there will be no supply if ERC has not provided the Provisional or Final Approval?	[1] [2] Yes
105	ACE	TOR	9	Replacement Power		We suggest that as long as the power supplier is able to provide the required contracted capacity and contracted energy from its portfolio of power plants and/or the WESM, and regardless of where the supply comes from, the power supplier should be paid at the contract price. By allowing this flexibility, bidders will be able to optimize its sourcing strategy and provide the most competitive offer to PELCO I.	Follow the RP provisions in the TOR.
106	MPPCL	TOR	11	ERC Approval		1. The obligation of the Buyer to pay or not to pay for any price incremental should depend on the resolution by the ERC of any Motion for Reconsideration (MR) to be filed by the Power Supplier and not a firm provision in the PSA. 2. Suggest to include Interim Relief in the ERC Approvals	Supplier is entitled to avail any legal remedies in accordance with the rules of practice and procedures of the ERC.
107	ACE	TOR	11	ERC Approval		It was indicated that any downward adjustments in accordance with the directive of the Energy Regulatory Commission ("ERC") shall not be a ground for termination of the Power Supply Agreement ("PSA"). To provide both the Power Supplier and PELCO I enough remedies in case of any adverse order or decision of the ERC (ex: non-approval of the Power Act Reduction, prompt payment discount, non-approval of the Electricity Fee as applied), we suggest that the provision be revised to allow both parties to pursue remedies, such as the filing of motions for reconsideration to a decision of the ERC, and/or amending the PSA. Parties should be allowed to meet and discuss possible solutions and remedies such as, but not limited to, seeking a reconsideration of the ERC, and/or amending or revising the PSA. If the issue is not resolved by the Parties and/or disapproved by ERC, then either Party should be given the option to terminate the Agreement without penalty, consistent with the principle that no party should be forced to comply with a contract whose terms and conditions were not originally agreed upon.	Supplier is entitled to avail any legal remedies in accordance with the rules of practice and procedures of the ERC.
108	EDC	TOR	12	Source of Power	Any power plant(s) capable of supplying baseload requirement	May we confirm that portfolio supply is allowed for this Bidding?	Bidder must have nominated plant/s.

109	ACE	TOR	12	Source of Power	<p>For the bidding to be more flexible and inclusive of all technologies, as well as to encourage renewable energy suppliers to supply the requirements of PELCO I, we suggest that the TOR and ITB explicitly allow all types of technologies, as well as supply from a portfolio of plants, including supply from the Wholesale Electricity Spot Market (“WESM”).</p> <p>Suggestion: Open to all power plant technologies, single or portfolio of Plants, including supply from the WESM</p> <p>Suggestion: In the case of disallowance by ERC, the parties shall in good faith agree to meet to seek to find solutions and/or agree on the required amendments as well as seek a reconsideration by the ERC. If the motion for reconsideration is not resolved by the ERC within one hundred twenty (120) days after its filing, or the amendment is disapproved by the ERC, or approved by the ERC but still contains any material term or condition that is not acceptable to either Party, then either Party may terminate the PSA, and any Bid Security or equivalent Performance Bond shall be returned to Power Supplier.</p> <p>The delivery of the contract energy from a portfolio of power plants, including the WESM, has been recognized by the ERC specifically in PSA approvals in ERC Case No. 2019-079RC between AC Energy Corporation and Manila Electric Company (“MERALCO”); ERC Case No. 2019-081 entered into between South Premiere Power Corporation and MERALCO; and ERC Case 2019-083 between San Miguel Energy Corporation (“SMEC”) and MERALCO.</p>	Yes, but RP provision shall apply.
110	SPPPHI	TOR	12	Source of Power	<p>[1] Kindly confirm if the nominated plant can be a greenfield/new plant.</p> <p>[2] Can the Nominated Plant source a portion of its supply to PELCO 1 from the WESM or other 3rd party sources without counting against scheduled/unscheduled outage (in other words, as part of its normal supply of power to PELCO 1)?</p>	<p>[1] Yes, as long as it is capable to supply baseload.</p> <p>[2] Yes, but RP provision shall apply.</p>
111	MPPCL	TOR	13	Eligibility Requirements	<ul style="list-style-type: none"> • If Bidder is under partnership or consortium... • Own and/or operate existing... • Has available capacity on Target Delivery Date • Has experience and technical capability... <p>Do we also need to submit these? Or we just need to submit the documents listed in Annex C – Checklist of Eligibility Requirements and Bids?</p>	Submit documents listed in Annex C

112	ACE	TOR	13	Eligibility Requirements		Based on the current wording of the bidding documents, only generation companies who own and/or operate existing and operational power plants are allowed to participate in the bidding. As allowed in the other CSPs, Administrators who control, manage or administer the output or capacity of a power plant or portfolio of power plants, without necessarily owning and/or operate the power plants are allowed to participate in the bidding. By allowing participation of the Administrator, PELCO I is ensured of greater competition which will be advantageous in getting the most competitive offer for its captive customers. Suggestion: Own and/or operate existing and operational power plants in the Philippines, or control, manage or administer the output or capacity of the plant or portfolio of plants.	Suggestion is accepted.
113	ACE	TOR	13	Eligibility Requirements		Since the commencement of supply will still be on 26 September 2022, greenfield power plants which are either under testing and commissioning and whose Certificate of Compliance ("COC") have already been applied should be allowed to participate, provided that its target commercial operation date is before the commencement of supply to PELCO I. Again, this will further boost competition and participation of more bidders; thereby, ensuring that PELCO I receive the most advantageous offer for its captive customers. Suggestion: For greenfield projects, in lieu of the COC, a bidder may submit proof or a certification that a COC has been filed with the ERC.	Suggestion is accepted.
114	MPPCL	TOR	15	Security Deposit		Posting of a Security Deposit should not be an option but a firm obligation of the Buyer	Agree
115	TEC	TOR	16	Reduction in Contracted Capacity		There is no limit to the equivalent reduction? It can be as much as 50% reduction at any given month and then back the following month?	No limit. Anyway, the demand of the potential CCs are small.
116	EDC	TOR	16	Reduction on Contracted Capacity	PELCO I, at any billing period, shall be entitled to a reduction in the contracted capacity...	Will there be a protocol on this? To give supplier some time before the actual reduction of the contracted capacity take place/happen.	Yes.
117	MPPCL	TOR	16	Reduction in Contracted Capacity		Please provide detailed list (name, nature of business, peak demand, etc.) of Contestable Customer(s) within PELCO I that are still captive customers to date and/or make such list an integral part of the PSA.	The list was provided during and right after the due diligence of Bidders last May 18, 2021. The list should not become part of the PSA.
118	SNAP	TOR	16	Reduction in Contracted Capacity	Capacity reduction depending on RCOA and GEOP Rules...	In anticipation in carving out of contracted capacity, may we know the total demand in each RCOA thresholds: (a) 1 MW and above, (b) 750 kW to 999 kW, and 500kW below?	The data were given right after the due diligence of Bidders last May 18, 2021.
119	TEC	TOR	16	Reduction in Contracted Capacity		How many days' notice will be given to the supplier on instances of reduced contracted capacity?	Depending on the RCOA rules. Subject to negotiation.
120	TEC	TOR	17	Nomination Protocol		Sample draft?	There is a sample draft, but it is being reviewed by the TPBAC.

121	TLI/ EDC/ MPPCL	TOR	19	Line Rental and Other Charges	Bidder must provide Line Rental Cap (Php/kWh) which will be used during evaluation	<p>[1] If the bidder absorbs the line rental, will the Net settlement surplus be credited to the bidder?</p> <p>[2] Kindly confirm that, with the exemption of LR costs in excess of LR cap, other WESM Charges resulting from WESM Transactions of the Buyer shall be for the account of the Buyer.</p> <p>[3] How will the Line Rental cap be factored in the Bid Price Evaluation?</p> <p>[4] All WESM charges beyond the Contracted Capacity should be for the account of the Buyer including Imbalance Charges.</p> <p>[5] Please clarify what "Billing Adjustments" are being contemplated in this provision?</p>	<p>[1]</p> <p>[2]</p> <p>[3] The Line Rental ("LR") cap is part of the total cost. The calculated LCOE includes the LR cap.</p> <p>[4] PELCO 1 will not nominate demand more than the contracted capacity.</p>
122	MPPCL	TOR	20	Penalties		<p>1. Penalty for failure to deliver Contracted Capacity on the delivery date should be further qualified to (a) failure of more than 60 days from target delivery date and/or (b) should not be applicable to some excusable instances such as Force Majeure Events and/or Changes in Circumstances/Laws beyond the control of the Seller.</p> <p>2. Why a one-year (365 days) total contract cost regardless of period of delay/failure to deliver the Contracted Capacity for just 60 days? Kindly expound further on its rationale and imposition process?</p> <p>3. Power Supplier is allowed to secure RP during any delay in the target delivery date and if Supplier fails to provide RP, PELCO 1 can source RP, as stated in the TOR. Thus, Supplier should not be penalized if it was not able to provide RP on the target delivery date. Supplier shall only pay the prevailing one-year total contract cost if it fails to provide RP and PELCO 1 was not able to secure RP on the target delivery date.</p>	<p>[1] There is a provision for FM.</p> <p>[2] With the current pandemic, one (1) year period is allotted for the conduct of new CSP from formulation and approval of TOR, bidding process, joint filing of PSA to ERC, and the probable issuance of at least provisional authority.</p> <p>[3] Bidder must comply with the target delivery date.</p>
123	MPPCL	TOR	2 & 12	Item 2. Contracted Capacity Item 12. Source of Power	Any power plant(s) capable of supplying baseload requirement	Should the Contracted Capacity of 36MW be supplied solely from a single nominated power plant or can be sourced from a portfolio of power plants including the WESM?	From the nominated plant/s. In case of sourcing from other sources, RP provision shall apply.
124	MPPCL	TOR	3 & 12	Item 3, Contracted Energy Item 12, Source of Power		<p>1. Will PELCO 1 commit to a certain firm monthly Contracted Energy and not totally a Take-and-Pay (TOP) arrangement?</p> <p>2. Can the Contracted Energy be supplied by the Power Supplier partly from other sources including the WESM if its nominated power plant cannot operate 24 hours a day and generate power to fully supply 100% or almost 100% load factor requirement of the Buyer or cannot supply baseload requirement?</p>	<p>[1] Yes, but subject to negotiation.</p> <p>[2] Yes, but subject to RP provision.</p>
125	EDC	Bid Form			Contract Price	FOM and VOM are in Php/kW-month, but in the TOR it's CRF and FOM. Which is final?	Energy-based in Php/kWh.
126	EDC	Bid Form			Missing	There is no input cell for outage allowance that will impact the LCOE. Will the Bidders be able to provide input in hours or days of outage?	No input cell because of the RP provision.
127	EDC	Bid Form			Computation, Assumption on Escalations	Fuel escalation is at 1.5%. Is this the final escalation value? Is this 2016-2020 AAGR (like US CPI and PHCPI)? Please confirm that this will be subject to change depending on PELCO 1's consideration of the Fuel Escalation Proposal provided by the Bidders.	No. The fuel escalation value is provided already in the ITB.
128	EDC	Bid Form			Computation, Row 16	FOM is 100% escalating based on CPI. Will there be flexibility on the escalating portion same with VOM? (i.e. 70% foreign, 30% local)	None. FOM is 100% escalating based on local CPI only.

129	EDC	Bid Form			Computation, Missing	Adjusted Generation Cost is not included in the "Computation Sheet". This is part of the evaluation based on the ITB - G. Evaluation of Bid Price, p. 29	Adjusted generation cost are adjustments to the generation cost due to the escalations.
130	EDC	Bid Form			Computation, Row 17 - VOM Formula	In the PSA (ITB, page 20, Item 3), VOM is indexed to US CPI, PHCPI, and FOREX; but in "ITB - G. Evaluation of Bid Price, p. 29", VOM is only indexed to US CPI and PH CPI. The Bid Form follows the indexation from the PSA, will this now be the basis of the evaluation?	Revised and corrected already in the ITB.
131	EDC	Bid Form			Computation, Row 18 -Fuel Formula	In the PSA (ITB, page 20, Item 3), Fuel is indexed to FCI and FOREX; but in "ITB - G. Evaluation of Bid Price, p. 29", Fuel is only indexed to FCI. The Bid Form follows the indexation from the PSA, will this now be the basis of the evaluation?	Revised and corrected already in the ITB.
132	EDC	ITB	10	Eligible Bidders, item 5	[...] Unrestricted Net Worth' refers to the sum of subscribed and paid-up equity, including additional paid-in capital, and unrestricted retained earnings, preferred shares, perpetual shares less treasury shares of common, preferred, and perpetual shares. [...]	Based on the GIS, EDC only have Common Stock, Voting and non-voting preferred stock. So we'd like to get a clarification of what "perpetual shares" mean?	A perpetual share pays a fixed dividend to the investor for as long as the company is in business. It does not have a maturity, or specific buyback, date but does have redemption features.
133	SCPC	ITB		T11	Risk Management or Resiliency Plan, including insurance policy or Notarized Certification issued by Authorized Representative/s containing the list and scope of insurance	[1] Please confirm if we can choose to submit either a copy of insurance policy OR Notarized Certification. As mentioned during the Prebid, T11 must be notarized, if we will choose to submit the Risk Management Plan and a copy of the insurance policy itself, what would be notarized then? [2] Who will issue the Notarized Certification containing the list and scope of the insurance? Is it's the Internal document custodian (i.e. Risk Management Representative) or the Authorized Representative of SCPC who will submit the bid?	[1] Either. The Certification containing list and scope of insurance shall be notarized. Please refer to the revised "Annex C" in the ITB. [2] Bidder's authorized officer/representative.

Abbreviations:

- 1 TEC ("TEC")
- 2 Sem-Calaca Power Corp. ("SCPC")
- 3 AC Energy Corp. ("ACE")
- 4 Solar Philippines Power Project Holding, Inc. ("SPPPHI")
- 5 Energy Development Corp ("EDC")
- 6 Therma Luzon Inc. ("TLI")
- 7 Masinloc Power Partners Co. Ltd. ("MPPCL")
- 8 SN Aboitiz Power - Magat, Inc. ("SNAPMI")