

**NEGROS ELECTRIC COOPERATIVES ASSOCIATION
(N E C A)**
Negros Island, Philippines
Tel Nos. (034) 488-7050
Email address: necajcsp@gmail.com, necajcspsecretariat@gmail.com

MATRIX OF COMMENTS

TO:
Name of Bidder: Malita Power Inc.
Authorized Contact Person: Mary Grace G. Ladao
E-mail Address: mgladao@smcgph.sanmiguel.com.ph / kgalit@smcgph.sanmiguel.com.ph
Contact Number: 09177914524 / 09171474989

REFERENCE DOCUMENTS	ITEM/SECTION	PROVISIONS	CLARIFICATION/ RECOMMENDATION/ SUGGESTION	NECA JTPBAC JUSTIFICATION/COMMENTS
Terms of Reference	Item 1.2	Type of Contract Firm <input type="checkbox"/> Baseload <input type="checkbox"/> Peaking	1. Will there be separate Bid Submissions for the Baseload and Peaking supply requirements? If yes, can the Bidder opt to choose either baseload or peaking only if it has to be both? 2. Is the supply of entire NECA Baseload and/or Peaking requirements supposed to be sourced from a single nominated plant or a portfolio of plants?	1. Yes, please refer to the Item No. 5 of the Invitation to Bidders. Bidders can only bid on the Lot that has been paid for. 2. NECA will consider offer composed of portfolio of plants but will have to include on the post evaluation regarding the Line Rental.
Terms of Reference	Item 2	Contracted Capacity <ul style="list-style-type: none"> • 53 MW Baseload capacity requirement effective May 26, 2023 • NORECO I – 5 MW • NORECO II – 18 MW • NOCECO – 10 MW • NONECO – 20 MW • 18 MW Peaking capacity requirement for May 26, 2023 • NORECO I – 3 MW • NORECO II – 10 MW • NONECO – 5 MW 	1. Is May 26, 2023 effective date be moved for both baseload and peaking requirements upon approval from ERC? 2. Can we inquire on each NECA Member cooperative's actual current "peak demand"?	1. Yes 2. Yes, please refer to Information Memorandum. We will provide you an updated peak demand of each Coops.



REFERENCE DOCUMENTS	ITEM/SECTION	PROVISIONS	CLARIFICATION/ RECOMMENDATION/ SUGGESTION	NECA JTPBAC JUSTIFICATION/COMMENTS
Terms of Reference	Item 3	<p>Contracted Energy</p> <p>Baseload</p> <p><input type="checkbox"/> NORECO I – 43,800,000 kWh</p> <p><input type="checkbox"/> NORECO II – 157,680,000 kWh</p> <p><input type="checkbox"/> NOCECO – 87,600,000 kWh</p> <p><input type="checkbox"/> NONECO – 175,200,000 kWh</p> <p>Peaking</p> <p><input type="checkbox"/> NORECO I – 3,285,000 kWh</p> <p><input type="checkbox"/> NORECO II – 14,600,000 kWh</p> <p><input type="checkbox"/> NONECO – 7,300,000 kWh</p>	<p>1. For NORECO I - is the peaking only 3 hours?</p> <p>2. For NORECO II – is the peaking 4 hours only?</p> <p>NONECO – is the peaking 4 hours only?</p> <p>3. Are the Contracted Energy volumes (at 100% capacity utilization factor/load factor) committed as "minimum energy off-take (MEOT) under a take-or-pay (ToP) arrangement by each NECA Member cooperative?</p> <p>4. Peaking Contracted Energy volumes reflect a very low CUF/LF ranging from 12.5% to 16.6%. Will these be the possible actual consumption levels that the Supplier should expect during the implementation of the contract.</p>	<p>1. Yes.</p> <p>2. Yes.</p> <p>3. Please refer to the Terms of Reference (TOR) Item No. 9.0, "Force Majeure":</p> <p>"NECA MEMBER COOPERATIVE shall not be required to make payments for any of the following:</p> <p>i. Unavailable contract Capacity</p> <p>ii. A capacity that it cannot accept, including transmission line limitation/outages."</p> <p>4. Yes, NECA is committed to purchase the whole quantity or energy as declared on the TOR unless there is an event of Forced Majeure, in which the member EC cannot accept the energy or the capacity from</p>
Terms of Reference	Item 4	<p>Contract Duration</p> <p>Contracts that will be affected due to nonrenewal of a franchise shall be covered by NEA Regulatory Advisory No. 2021-003 and Item-26 Assignability in which the parties will have to come to an agreement on the transfer of contract for the affected electric cooperative.</p>	<p>1. What does the NEA Regulatory Advisory No. 2021-003 provide relative to contracts affected by the non-renewal of franchise?</p> <p>2. Kindly clarify further the concept contemplated on the "transfer of contract" for the affected electric cooperative.</p>	<p>1. Based on the Draft PSA, Article 10, Assignability,</p> <p>"The Parties may not sell, assign, novate or otherwise transfer its right and obligation under the Agreement without prior approval of the other Party.</p> <p>Contracts that will be affected due to non-renewal of a franchise shall be covered by NEA Regulatory Advisory No. 2021-003 in which the parties will have to come to an agreement on the transfer of contract for the affected electric cooperative."</p> <p>Member ECs are committed to ensuring the extension or renewal of its respective franchise, however, if the same is not materialized, there will be a negotiation between the affected parties on the assignability of</p>
Terms of Reference	Item 5	<p>Cooperation Period</p> <p>Cooperation period shall take effect for a period of fifteen (15) years starting from May 26, 2023 to May 25, 2038. If the provisional authority of the ERC is issued later than May 26, 2023, the Cooperation Period shall commence on the 26th day of the month immediately after the issuance of said provisional authority.</p>	<p>1. Please confirm that "Cooperation Period" refers to the period to supply the contracted capacity by the Winning Bidder?</p> <p>2. Regardless of the actual start of the Cooperation Period or the actual supply of Contract Capacity, will the Cooperation Period still expire by May 25, 2038 or be extended?</p>	<p>1. Yes.</p> <p>2. No, it will be extended based on the date of Approval of the ERC.</p>
Terms of Reference	Item 6	<p>Schedule of Delivery</p> <p>Please see "Annex 1" for both Baseload and Peaking capacities</p>	<p>Kindly provide the Bidders with Annex 1</p>	<p>1. We will provide the Annex 1 to all Bidders who have purchased the Bidding Documents.</p>

REFERENCE DOCUMENTS	ITEM/SECTION	PROVISIONS	CLARIFICATION/ RECOMMENDATION/ SUGGESTION	NECA JTPBAC JUSTIFICATION/COMMENTS
Terms of Reference	Item 7	<p>Tariff Structure</p> <ul style="list-style-type: none"> <input type="checkbox"/> Specify formula for base fee adjustment affected by factors such as CPI, FOREX & Escalation due to fuel degradation & others. <input type="checkbox"/> No indexation or escalation on Capital Recovery Fee (CRF). <input type="checkbox"/> Fixed O&M shall be indexed in the Philippines Peso. <input type="checkbox"/> Variable O&M fees shall be indexed on FOREX and Philippine CPI. <input type="checkbox"/> Fossil Fuel is passed on charge based on actual market price but limited to guaranteed fuel rate per Li/kWh. <input type="checkbox"/> Lube Oil is based on local market price Li/kWh. <input type="checkbox"/> For RE, CRF can be indexed to average FOREX during the construction period. <input type="checkbox"/> Present Levelized cost of electricity for the duration of the Contract <input type="checkbox"/> For existing plants, the total bid amount for the CRF and the Fixed O&M shall not exceed Php 1.50/kWh <input type="checkbox"/> The variable O&M cost shall be based on actual expenses <input type="checkbox"/> Fuel cost shall be based actual cost <input type="checkbox"/> Annual escalation only, beginning on the first day of the year 2 of the contract until year 15. Indicate escalated rate in Php/kWh to be in effect until next escalation date. In no case shall the rate increase exceed more than 2.50% in price level for local components, and 2.11% in price level for foreign components, and 3.00% for foreign exchange based on the prior year's rate. 	<p>1. Will there be separate sets of prices, though similar pricing structure, for the baseload and peaking capacity supply?</p> <p>2. Please provide the "base indices" to be used by Bidders in establishing their Base Tariffs. Also provide the projected indices over the 15-year Cooperation Period for consistent use of all Bidders as well as for the evaluation of Bid in determining the Lowest Calculated Bid ("LCB").</p> <p>3. Will the "escalation" of Fixed Operation and Maintenance Fee, Variable Operation and Maintenance Fee and Fuel Fee be done on a monthly or annual basis?</p> <p>4. Are we of the understanding that Base Tariffs shall remain FIXED during the entire Contract Year 1?</p> <p>5. What is the rationale and calculation basis behind the price level limitation PhP1.50/kWh total for CRF and FOM for "existing plants" and not applicable for greenfield power plants?</p> <p>6. What is the rationale and calculation basis behind the annual price escalation cap of 2.5%, 2.11% and 3.00% for local, foreign and FX, respectively?</p> <p>7. Given that the required Tariff Structure is "capacity-based" (meaning CRF and FOM are expressed in PhP/kW-month), at what CUF/LF would the LCB be determined for Baseload and/or Peaking supply?</p>	<p>1. Yes.</p> <p>2. For CRF, FOM, and VOM depends on the offer of the bidder. For fuel cost, it will be based on the current available data of your contracted fuel supplier (please indicate Fuel Supplier. For the projected indices, please refer to Section 16.3.2 of the Instruction to Bidders.</p> <p>3. Annual basis but shall be reconciled annually (please refer to Section 16.3.2 of the Instruction to Bidders,... . In the implementation of the PSA, adjustments to be applied shall be based on prior years' cost or the forecasted rate, whichever is lower).</p> <p>4. Yes,</p> <p>5. This was based on the assumption that bidders who will joining are existing plants. NECA reviewed ERC approved PSAs and we found out that the average CRF for the approved cases are in fact below the indicated price cap.</p> <p>6. The limitation factors used in the escalation as indicated was based on the historical data.</p> <p>7. The Tariff Structure for NECA is PhP/kWh.</p>
Terms of Reference	Item 8	<p>Outage Allowance</p> <ul style="list-style-type: none"> <input type="checkbox"/> Scheduled Outages: 480 hours/year <input type="checkbox"/> Scheduled outages shall be provided by the Supplier as determined by the grid System Operator. <input type="checkbox"/> Unscheduled Outages: 240 hours/year <input type="checkbox"/> No carry-over of Outage allowance (OA) to any subsequent contract year. <input type="checkbox"/> No crediting of OA from scheduled to unscheduled and vice versa. <input type="checkbox"/> The penalty clause should be determined based on the EC approved timeline of the scheduled outage. <input type="checkbox"/> On unscheduled outage, delay on return to service per predetermined timeline by the EC and power provider must also have a penalty clause notwithstanding on replacement power. 	<p>1. Clarify the rationale for allowing Outage Allowances if supply of the CC/CE are to be guaranteed even during the Supplier's nominated plant's scheduled and unscheduled outages?</p> <p>2. There is an accompanying penalty for delay on return to service per predetermined timeline. Will there be an accompanying bonus or its equivalent if Supplier was able to return supply much earlier than the predetermined timeline?</p> <p>3. What is the rationale and precedent/basis for imposing a penalty notwithstanding the required supply/provision of Replacement Power during Unscheduled Outages?</p>	<p>1. We will issue a bid bulletin for the detailed information on the revision on the TOR Item 8 "Outage Allowances" and 10 "Replacement Power".</p> <p>For your information, there will be no allowance for scheduled outages because the bidder will provide replacement power. If the winning bidder cannot provide replacement power, a penalty will be imposed.</p> <p>For unscheduled outages, the Winning bidder will provide replacement power except during Force Majeure.</p>
Terms of Reference	Item 9	<p>Force Majeure</p> <ul style="list-style-type: none"> • Pandemic 	<p>Suggestion: By agreement of the Parties, SARS-CoV-2 virus, otherwise known as Covid-19 shall not be considered as a pandemic under this Agreement;</p>	<p>1. It shall be discussed further by the winning bidder.</p>



REFERENCE DOCUMENTS	ITEM/SECTION	PROVISIONS	CLARIFICATION/ RECOMMENDATION/ SUGGESTION	NECA JTPBAC JUSTIFICATION/COMMENTS
Terms of Reference	Item 10	<p>Replacement Power</p> <p>The Supplier shall be responsible for providing replacement power in the following cases, except for Force Majeure Events:</p> <p>a) During any delay of the Start of Delivery of Supply; and b) When its power plant is on scheduled or unscheduled outage to ensure continuity of supply in compliance with the cooperation period. The cost of the replacement power should either be the actual price of the replacement power or the prevailing WESM Rate but shall in no case exceed the ERC approved tariff rate. Replacement power shall be the obligation of the Supplier. In the event of failure by the Supplier to provide the replacement power, NECA members shall be allowed to source the replacement power at the Supplier's expense. Replacement power shall not exceed four (4) years if the plant is not available from the date of deliver, otherwise, the same shall be a ground for termination of the Contract.</p>	<p>1.Can the basis for payment of Replacement Power be limited to "ERC-approved price or actual cost, whichever is lower" and no longer consider prevailing WESM rates as basis for comparison?</p> <p>2.Please clarify the provision "Replacement Power shall not exceed four (4) years if the plant is not available....."</p>	<p>1. Please refer to TOR Item No. 10, last phrase, "The cost of the replacement power should either be the actual price of the replacement power or the prevailing WESM Rate but shall in no case exceed the ERC approved tariff rate."</p> <p>2. It is applicable only for new plant.</p>
Terms of Reference	Item 12	<p>Regulatory Approvals</p> <p>The resultant Power Supply Agreement shall become effective only upon approval of the Energy Regulatory Commission, provisional or otherwise. Power Suppliers shall make the necessary adjustments in accordance with the final approval of the ERC. In the event that the ERC approved a rate lower than that agreed by the parties, the adjustment shall not be a ground for the termination of the Contract, but both parties shall meet and endeavor to resolve the same. At any rate, in no case shall the NECA Member Cooperative be made to shoulder any incremental difference resulting from ERC approval.</p>	<p>1.Please clarify if receipt of ERC Approval shall mean the start of EFFECTIVITY of PSA or the start of SUPPLY of CC/CE?</p> <p>2.Is the necessary adjustments in rate applicable only on ERC's "final approval"?</p>	<p>1. The contract shall become effective upon receipt of ERC Approval but the contract duration shall start upon the delivery of power.</p> <p>2. Yes, all adjustments are subject for ERC approval.</p>
Terms of Reference	Item 13	<p>Penalties</p> <p>Suppose the Power Supplier fails to perform its material obligation to supply contracted capacity to NECA MEMBER COOPERATIVE for one (1) year. In that case, NECA MEMBER COOPERATIVE shall have the right, by written notice, to terminate the Contract. By such, NECA MEMBER COOPERATIVE shall require settlement of liquidated damages.</p>	<p>Please confirm that the right to terminate shall not be applicable if the Power Suppliers's failure to perform its material obligation to supply contracted capacity for causes beyond its control.</p>	<p>1. Please specify events causes beyond its control.</p>



REFERENCE DOCUMENTS	ITEM/SECTION	PROVISIONS	CLARIFICATION/ RECOMMENDATION/ SUGGESTION	NECA JTPBAC JUSTIFICATION/COMMENTS
Terms of Reference	Item 18	<p>Eligibility Requirements</p> <ul style="list-style-type: none"> Bidders must offer additional services to provide voltage regulation and improve power quality within the distribution lines, and this shall be considered in the evaluation of the bids, and, Should NOT be a JV between or amongst individually unqualified suppliers. 	<p>1.Kindly explain further how would the "required additional services" be considered in the evaluation of the Bids.</p> <p>2.Kindly define "unqualified suppliers".</p> <p>3.We suggest to limit the list of Company's existing and previous major customers to at least one (1) or two (2) with the biggest Contract Capacity.</p> <p>4.Given that the supply of CC/CE is guaranteed despite Scheduled and Unscheduled outages of the plant, why still a need for the submission of plans on how Supplier intends to</p>	<p>1. It will be subject for post evaluation of all offers, still NECA will prioritize their evaluation on the submitted financial offer of the bidder. Additional services will be considered as merit during the evaluation when there is a tie or minimal difference in the financial offer.</p> <p>2. Unqualified Suppliers are bidders who does not pass/qualifies on the Eligibility Requirements of NECA.</p> <p>3. No, provided all your customer data from singles largest contract up to the minimum.</p> <p>4. As part of Due diligence of NECA to ensure that we are making a contract with a eligible and compitent Power Supplier.</p>
Terms of Reference	Item 19	<p>Other Terms and Conditions</p> <p>Power Supplier must enter into a nondiscriminatory power supply agreement with all NECA Member Cooperatives</p>	Kindly define "non-discriminatory power supply agreement".	NECA EC will have a "templated" PSA in which the differences is contracted capacity/energy and other relevant and unique info only.
Terms of Reference	Item 20	<p>Security Deposit</p> <p>The Power Supplier shall not require NECA MEMBER COOPERATIVE of Security Deposits or Guarantees</p>	We suggest the inclusion of a required Security Deposit from the NECA Member Cooperatives and consider the same in the bid evaluation.	NECA remains in its position that a Security Deposit shall not be required from its member EC. Winning Bidder however may require Security Deposit in the future if NECA member EC delays in its financial obligation.
Terms of Reference	Item 23	<p>Changes on the Contracted Capacity</p> <p>NECA MEMBER COOPERATIVE shall be allowed to reduce the contracted capacity if affected by the reduction of demand of its captive consumer due to the implementation of Open Access. Provision for the "Automatic reduction clause" should be incorporated in the PSA.</p>	Kindly clarify further the provision on "Automatic Reduction" clause.	This shall be discussed with the Winning Bidder. Please refer to Draft PSA Section 3.7
Annex A Draft PSA		Applicable to All NECA Member PSAs	Is the PSA still negotiable after declaration of Winning Bidder?	Yes, as long as the negotiated provision does not affect the tariff structure and effective rates.
Annex A Draft PSA	Article 4.2	Payment Procedure	Will Online Bills Payment Portal (OBPP) be considered as mode of delivery? Bills are automatically uploaded to and available for viewing from the OBPP platform as approved by signatories. Payments can also be made through the OBPP.	This can be considered.
Annex A Draft PSA	Article 5.3, ii	<p>NOCECO shall not be required to make payments for any of the following:</p> <p>i.Capacity that is unavailable</p> <p>ii.Capacity that it cannot accept</p>	<p>Clarification on "Capacity that it cannot accept"</p> <p>Does this pertain to supplying less than the contracted capacity?</p>	Yes
Annex A Draft PSA			Will there be a separate PSA for BASELOAD and PEAKING requirement. If yes, Kindly provide the PSA for PEAKING supply.	Similar PSA
Annex A Draft PSA	Schedule 1	Capacity and Minimum Contracted Energy	Can the nomination settlement between baseload and peaking supply be discussed between the Power Supplier and the NECA Cooperatives?	For discussion with the winning bidder.



REFERENCE DOCUMENTS	ITEM/SECTION	PROVISIONS	CLARIFICATION/ RECOMMENDATION/ SUGGESTION	NECA JTPBAC JUSTIFICATION/COMMENTS
Annex A Draft PSA	Schedule 6 Item 1	Settlement	"In case the total DGS for any billing period is less than the Minimum Contracted Energy nominated by the NECA in Schedule 1, the DGS shall be the basis for settlement." What circumstances will the DGS be less than the Minimum Contracted Energy?	During Forced Majeure.
Instructions to Bidders	10.1	Due Diligence	May we request for a copy of the latest MFSR for the members of NECA?	NECA would like to ask what exact information does the Bidder need that cannot be found yet in the AFS as attached in the Information Memorandum
Instructions to Bidders	14.2.1, b	The original and latest Articles of Incorporation and By-Laws or a Memorandum of Association or Partnership duly certified by the relevant authorities as may be applicable.	Please confirm that an original and latest Articles of Incorporation and By-Laws Certified as true copy by the Bidder's Authorized Representative will suffice the requirement.	Yes
Instructions to Bidders	14.2.1, c	c) Verified Certification showing list of Board of Directors and Board Members of the Ultimate Parent Company, its Subsidiaries, and all its affiliates.	If there are interlocking directors, will one verified certification be sufficient?	Yes
Instructions to Bidders	14.2.1, (h) (v)	v. General Information Sheet submitted to the SEC	Please confirm that submission of redacted copy of the GIS due to data privacy is allowed.	Yes
Instructions to Bidders	16.3.2	Fixed Operations and Maintenance (FOM) FOM shall be adjusted annually, beginning on the first day of the Year 2 of the contract until year 15. For the purpose of this bidding, the bidder shall indicate the forecasted escalated rate in Php/kWh starting Year 2 which is to be in effect until next escalation date. In no case shall the rate increase exceed more than 2.50% in price level for local components and 2.11% in price level for foreign components and 3.00% for foreign exchange based on the prior year's rate components. In the implementation of the PSA, adjustments to be applied shall be based on prior years' cost or the forecasted rate, whichever is lower.	Please provide the "base indices" to be used by Bidders in establishing their Base Tariffs. Also provide the projected indices over the 15-year Cooperation Period for consistent use of all Bidders as well as for the evaluation of Bid in determining the Lowest Calculated Bid ("LCB").	For CRF, FOM, and VOM depends on the offer of the bidder. For fuel cost, it will be based on the current available data of your contracted fuel supplier (please indicate Fuel Supplier. For the projected indices, please refer to Section 16.3.2 of the Instruction to Bidders.
Instructions to Bidders	19.1	Bid Validity The Bid, as submitted, shall be valid for the whole duration of the contract. Under no circumstances shall the proposed offered rate in the financial proposal be changed once the winning bidder is determined.	1) Please clarify that this provision is applicable only to the Winning Bidder. 2) Will there be a Bid Validity Period for Non-Winning Bidders?	1. Provision is applicable to all bidders. 2. Yes, until the signing of the PSA with the winning bidder.
Instructions to Bidders	21 Sealing and Marking of Bids	..xx..The specific contents of ENVELOPE 1 are listed in Sections 14 and 15 and summarized in the Checklist of Eligibility and Bid Requirements (Annex C). The Bidder shall strictly adhere to the requirements listed to avoid disqualification...xx...	Please confirm that this Checklist of Eligibility and Bid Requirements (Annex C) is the final list to be followed to be able to comply with ALL the requirements of this bidding.	Yes



REFERENCE DOCUMENTS	ITEM/SECTION	PROVISIONS	CLARIFICATION/ RECOMMENDATION/ SUGGESTION	NECA JTPBAC JUSTIFICATION/COMMENTS																																																																																																
Annex B2	Sheet 2a and 2b (GENCO and Cusustomer)	<table border="1"> <tr> <td colspan="2">DETAILS:</td> <td>Customer 1</td> <td>Customer 2</td> </tr> <tr> <td>Name of Company:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Address:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Name of Authorized Contact Person:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Contact Number:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Email Address:</td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2">DETAILS:</td> <td>Power Plant 1</td> <td>Power Plant 2</td> </tr> <tr> <td>OUTAGE SCHEDULE:</td> <td>NAME OF THE POWER PLANT</td> <td></td> <td></td> </tr> <tr> <td>2018</td> <td>TYPE OF POWER PLANT / ENERGY SOURCE:</td> <td></td> <td></td> </tr> <tr> <td></td> <td>LOCATION OF THE POWER PLANT</td> <td></td> <td></td> </tr> <tr> <td>2019</td> <td>YEAR COMMISSIONED</td> <td></td> <td></td> </tr> <tr> <td></td> <td>NO. OF GENERATING UNITS</td> <td></td> <td></td> </tr> <tr> <td>2020</td> <td>INSTALLED CAPACITY</td> <td></td> <td></td> </tr> <tr> <td></td> <td>PERSONNEL CAPACITY</td> <td></td> <td></td> </tr> <tr> <td>2021</td> <td>CONTRACTED CAPACITY</td> <td></td> <td></td> </tr> <tr> <td colspan="2">OUTAGE I UNPLANNED</td> <td></td> <td></td> </tr> <tr> <td>2018</td> <td>No. of Occurrence</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Average Duration</td> <td></td> <td></td> </tr> <tr> <td>2019</td> <td>No. of Occurrence</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Average Duration</td> <td></td> <td></td> </tr> <tr> <td>2020</td> <td>No. of Occurrence</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Average Duration</td> <td></td> <td></td> </tr> <tr> <td>2021</td> <td>No. of Occurrence</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Average Duration</td> <td></td> <td></td> </tr> </table>	DETAILS:		Customer 1	Customer 2	Name of Company:				Address:				Name of Authorized Contact Person:				Contact Number:				Email Address:				DETAILS:		Power Plant 1	Power Plant 2	OUTAGE SCHEDULE:	NAME OF THE POWER PLANT			2018	TYPE OF POWER PLANT / ENERGY SOURCE:				LOCATION OF THE POWER PLANT			2019	YEAR COMMISSIONED				NO. OF GENERATING UNITS			2020	INSTALLED CAPACITY				PERSONNEL CAPACITY			2021	CONTRACTED CAPACITY			OUTAGE I UNPLANNED				2018	No. of Occurrence				Average Duration			2019	No. of Occurrence				Average Duration			2020	No. of Occurrence				Average Duration			2021	No. of Occurrence				Average Duration			Please confirm that this can be complied with by the Bidder's submission of item c under Folder1-2 Class A Documents.	Please provide another set or copy in the submission of Technical Documents
DETAILS:		Customer 1	Customer 2																																																																																																	
Name of Company:																																																																																																				
Address:																																																																																																				
Name of Authorized Contact Person:																																																																																																				
Contact Number:																																																																																																				
Email Address:																																																																																																				
DETAILS:		Power Plant 1	Power Plant 2																																																																																																	
OUTAGE SCHEDULE:	NAME OF THE POWER PLANT																																																																																																			
2018	TYPE OF POWER PLANT / ENERGY SOURCE:																																																																																																			
	LOCATION OF THE POWER PLANT																																																																																																			
2019	YEAR COMMISSIONED																																																																																																			
	NO. OF GENERATING UNITS																																																																																																			
2020	INSTALLED CAPACITY																																																																																																			
	PERSONNEL CAPACITY																																																																																																			
2021	CONTRACTED CAPACITY																																																																																																			
OUTAGE I UNPLANNED																																																																																																				
2018	No. of Occurrence																																																																																																			
	Average Duration																																																																																																			
2019	No. of Occurrence																																																																																																			
	Average Duration																																																																																																			
2020	No. of Occurrence																																																																																																			
	Average Duration																																																																																																			
2021	No. of Occurrence																																																																																																			
	Average Duration																																																																																																			
Annex C		Checklist of Eligibility Requirements	<p>1) Please confirm that for all government-issued documents listed, a submission of such document that is certified as true copy by the Authorized Representative of the Bidder will suffice the requirements.</p> <p>2) Please confirm that the submission of document that is electronically signed/certified by the Document custodian or Authorized Representative will be allowed.</p>	<p>1. Yes</p> <p>2. Yes</p>																																																																																																
Annex C	Item 1.2, v	Folder 1-1: Class "A" Documents - Legal Documents General Information Sheet submitted to the SEC	Please confirm that this refers to the latest available GIS of the Bidder.	Yes																																																																																																
Annex C	Item 1.3, c	Folder 1-1: Class "A" Documents - Technical Documents c) Matrix of Bidder's customers with whom the Bidder have power plant operation, rental or power supply contracts. The statement shall include, for each customer, for each customer the following: i. Name and address of company ii. Telephone, cellphone and fax numbers, website URL, and email address of the company iii. Name and position of authorized contact person(s) iv. Telephone and cellphone number and email address of contact person(s)	<p>1. Please confirm that item 1.3,c refers to at least 2 existing customers only.</p> <p>2. May we suggest limiting the list to regulated distribution utility customers only.</p> <p>3. Details of customers information might be subject to Data Privacy issues and Bidder cannot commit to obtain consent of customers. Thus, we suggest that available customer information in their respective official websites should be sufficient.</p>	<p>1. We require all consumers of the Bidder and their contracted capacity/energy shall be stated.</p> <p>2. We require all consumers of the Bidder and their contracted capacity/energy shall be stated.</p> <p>3. We will provide updated template for the required data, removing details which will be subject to Data Privacy issues.</p>																																																																																																
Annex C	Item 1.5, i	Folder 1-4: Class "B" Documents A letter authorizing the JTPBAC or its duly authorized representative/s to verify all of the documents submitted;	Please confirm if submission of Annex D-4 will suffice	Yes. A duly signed Annex D-4 shall suffice																																																																																																
Annex C	Item 1, b	Envelope 2-1: TECHNICAL PROPOSAL Certificate of Compliance (COC) issued by the ERC	Please confirm that in lieu of COC, a valid PAO or a certification issued by the ERC indicating the status of the Bidder's application will suffice.	Maybe considered, but the needed data must be provided during the post evaluation.																																																																																																
Annex C	Item 1.3, b.vi	Folder 1-1: Class "A" Documents - Technical Documents Number and average duration of scheduled and unscheduled outages for the last five (5) years, or the actual outage data for new power plants operating for less than five years supported by a Certification issued by the System Operator or client distribution utility.	In case of delayed issuance of the said certificate, may we suggest that a letter request submitted to NGCP be accepted for this requirement?	Yes, but the needed data must be provided during the post evaluation.																																																																																																



REFERENCE DOCUMENTS	ITEM/SECTION	PROVISIONS	CLARIFICATION/ RECOMMENDATION/ SUGGESTION	NECA JTPBAC JUSTIFICATION/COMMENTS																
Annex C	Item 1.4, a	Folder 1-3: Class "A" Documents - Financial Documents The Bidder's Audited Financial Statements, stamped "received" by the Bureau of Internal Revenue (BIR) for the last two (2) years,...	The AFS were now submitted online through the BIR website instead of the usual physical submission. Can we submit the email confirmation from BIR proving submission of the AFS instead of a "stamped received" document?	Yes. This can be accepted, along with the AFS.																
Annex C	Item 1, a	Envelope 2-1: FINANCIAL PROPOSAL Duly Accomplished Bid Form (Annex B-1)	The TPBAC provided 2 excel files (existing & new), kindly clarify which file is to be used.	Existing - for plants that are existing (more than 5 years in operation), and; New - for plants that have been existing less than five (5) years in operation.																
Annex C	Item 1, a & b	<table border="1"> <thead> <tr> <th colspan="2">CHECKLIST FOR CONTENTS OF FINANCIAL PROPOSAL</th> </tr> <tr> <th>ITEM</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Envelope 2-2: FINANCIAL PROPOSAL</td> </tr> <tr> <td>a)</td> <td>Duly Accomplished Bid Form (Annex B-1)</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th colspan="2">CHECKLIST FOR CONTENTS OF ENVELOPE 3</th> </tr> <tr> <th>ITEM</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Envelope 3: ELECTRONIC COPY OF FINANCIAL PROPOSAL</td> </tr> <tr> <td>a)</td> <td>Duly Accomplished MS Excel File of Financial Proposal</td> </tr> </tbody> </table>	CHECKLIST FOR CONTENTS OF FINANCIAL PROPOSAL		ITEM	DESCRIPTION	1	Envelope 2-2: FINANCIAL PROPOSAL	a)	Duly Accomplished Bid Form (Annex B-1)	CHECKLIST FOR CONTENTS OF ENVELOPE 3		ITEM	DESCRIPTION	1	Envelope 3: ELECTRONIC COPY OF FINANCIAL PROPOSAL	a)	Duly Accomplished MS Excel File of Financial Proposal	Kindly confirm that for Envelope 2-2, only the print out of the the Annex B-1 form should be submitted and the accomplished e-copy of the form saved in USB/flashdrive is to be placed in Envelope 3.	Yes.
CHECKLIST FOR CONTENTS OF FINANCIAL PROPOSAL																				
ITEM	DESCRIPTION																			
1	Envelope 2-2: FINANCIAL PROPOSAL																			
a)	Duly Accomplished Bid Form (Annex B-1)																			
CHECKLIST FOR CONTENTS OF ENVELOPE 3																				
ITEM	DESCRIPTION																			
1	Envelope 3: ELECTRONIC COPY OF FINANCIAL PROPOSAL																			
a)	Duly Accomplished MS Excel File of Financial Proposal																			
Annex D2		<p style="text-align: center;">ACKNOWLEDGEMENT</p> <p>REPUBLIC OF THE PHILIPPINES) PROVINCE OF NEGROS OCCIDENTAL) CITY OF BACOLOD) SS.</p> <p>BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:</p>	Please confirm that this could be changed to the place where it would be notarized.	Yes																
GENERAL COMMENT			Kindly confirm that the Bidders are still allowed to submit queries after the Pre-Bid Conference.	Yes, we shall provide a Bid Bulletin on the deadline of additional queries which NECA can duly answer before the issuance of the Final Bid Bulletin																


ENGR. ROEL F. SALGADO
NECA JTPBAC Chairman