



FEDERATION OF RURAL ELECTRIC COOPERATIVES IN REGION 8

Brgy. San Juan, Sta. Rita, Samar
Email Address: frecor8.secretariat@gmail.com

Reference : **BID BULLETIN NO. 2**
Issue Date : September 14, 2023
For : All
Subject : ITB Clarifications and Opening of Bids Schedule

Good day!

The JTPBAC resolved to amend the Transaction Schedule considering that only one (1) prospective bidder (Taft Hydro) submitted a Letter of Intent to participate in the bidding. Under existing CSP Rules, this will result to failure of bidding. However, the JTPBAC is required to proceed with the Opening of Bids and make the declaration of failure of bidding only during the opening of bids.

In view of the foregoing, please be informed of the following new schedules:

- September 14, 2023** - Issuance of Bid Bulletin clarifying any provision of the ITB.
- September 17, 2023** - Deadline for Taft Hydro to submit comments on the Instruction to Bidders and other Bid Documents.
- September 22, 2023** - Deadline for Submission and Opening of Bids
(1:00 PM) Venue: Hotel Alejandro, Tacloban City

Moreover, the JTPBAC is adopting the clarifications and amendments to the ITB as contained under Bulletin No. 2 and No. 3 of the failed First Bidding. Copies of the said Bulletins are hereto attached.

For any clarification, please do not hesitate to contact the Secretariat at contact details provided below:

Region 8 Joint Competitive Power Supply Procurement (R8 JCPSP)

Business Address: c/o RENAGMEC Brgy. San Juan Sta. Rita Samar

Email Address: r8jcpsp@gmail.com; cc: frecor8.secretariat@gmail.com

Contact Person: Donald Velasco / Indira Palomo

Contact Number: 0917-627-8546 / 0917-542-9319

Thank you very much.

ATTY. EDSON G. PICZON
R8 JTPBAC Chairman



FEDERATION OF RURAL ELECTRIC COOPERATIVES IN REGION 8

Brgy. San Juan, Sta. Rita, Samar
Email Address: frecor8.secretariat@gmail.com

REFERENCE : **Bid Bulletin No. 2**

ISSUE DATE : **August 10, 2023**

FOR : **All Bidders**

SUBJECT : **Replies and Clarifications of Queries and Concerns Raised During the Pre-Bid Conference**

The FRECOR 8 JTPBAC hereby issues this Bid Bulletin No. 2 to address all the questions and concerns raised by the Bidders during the Pre-Bid Conference held last August 4, 2023 in Tacloban City.

As such, attached herewith are the following:

- a. Summary of queries/comments and the corresponding FRECOR 8 JTPBAC responses
- b. ITB Annex H: Certification of Submission of Original or Certified True Copies of Documents and Authorization for The R8 JCPSP-JTPBAC to Verify Said Documents
- c. ITB Annex I: Confidentiality Agreement
- d. ITB Annex J: Acceptance of Bidding Documents

This Bid Bulletin and all its attachments shall form part of the Bidding Documents.

For further information, please refer to:

Region 8 Joint Competitive Power Supply Procurement (R8 JCPSP)

Business Address: c/o RENAGMEC Brgy. San Juan Sta. Rita Samar
Email Address: r8jcpsp@gmail.com; frecor8.secretariat@gmail.com
Contact Person: Donald Velasco / Indira Palomo
Contact Number: 0917 627-8546 / 0917-542-9319

For your information and proper guidance.

Kindly acknowledge receipt of this Bid Bulletin through email. Thank you.

By:

ATTY. EDSON G. PICZON
R8 JTPBAC - Chairman

SUMMARY OF QUESTIONS, CLARIFICATIONS, AND RESPONSES

REFERENCE	PROVISION	QUESTIONS/COMMENTS	REPLIES
ITB 1.4	A Bidder may offer its bid for any year within the delivery period. Each year of delivery shall be considered as a separate lot.	<p>If there is only one Bidder, will it be declared a failure? In the event that we will only bid on the third year, and there are no other bidders for that particular year, how will it be resolved? Will it be declared a failure for that particular year?</p> <p>For Baseload, considering that it is treated as a separate lot, please confirm if any delay in the delivery starting December 26, 2023 will not affect the remaining lots.</p>	<p>Yes, according to Section 9 of the DOE CSP Guidelines 2018-02-0003, as amended by DC No. 2021-09-0030, if only one GenCo will submit an offer, then there will be failure of CSP.</p> <p>However, in our case, since each year is considered a separate lot, if only 1 GenCo submitted an offer for that particular lot, then that lot will be declared a failure.</p> <p>It will not affect the other lots.</p>
ITB 9.1f	(f) Sworn Statement of the qualified Bidder that it is not “blacklisted” or barred from Bidding by the Government or any of its agencies, offices, corporations or LGUs, including its non-inclusion in the Consolidated Blacklisting Report issued by the Government of the Philippines (GOP); (Annex D)	<p>Can we propose for the deletion of this requirement since we don’t have any dealings with the LGU, agencies, offices of the government, especially CSPs?</p> <p>Should we still provide a statement under oath, under this particular eligibility requirement?</p>	We maintain the requirement. This will serve as a reference on the status of the Bidder in so far as government agencies are concerned.
ITB 7.2f	Financial Documents (Audited Financial Statements per EC (2018-2022))	Is MFSR equal to 2018-2022 Audited Financial Statement?	No, the MFSR is a separate document from the 2018-2022 AFS.
ITB 8.1c	Eligibility Requirements for Bidders "xxx Licensed Wholesale Aggregator with (i) existing capacity contracts or has arranged for a capacity contract in response to this tender, or (ii) a firm commitment to supply from WESM at fixed prices."	Can a GenCo Bidder source Contract Capacity thru the WESM and how will this affect the fuel fee pricing?	Yes, the Bidder may source the contract capacity from WESM or any other source, but the rate shall be the PSA rate as offered by the GenCo. The Bidder shall take the risk on the fuel fee pricing and offer a price which they think will minimize their risk from the changes of the fuel cost.

REFERENCE	PROVISION	QUESTIONS/COMMENTS	REPLIES
ITB 8.1	Eligibility Requirements for Bidders - RPS	Pending effectivity of the PREM, can the winning bidder for RPS supply from non-eligible RE Plant?	No. The RPS supply should be from eligible RE plants. The purpose of the CSP for RPS is to meet the RPS requirements of the R8 ECs.
ITB 8.5	Additional eligibility requirements may hereafter be prescribed by the R8 JCPSP-JTPBAC.	1. Please clarify the additional eligibility requirements that may be prescribed by the R8 JCPSP-JTPBAC. 2. Will this also be submitted with the Bid or during the Post-Qualification?	Only those in the checklist will be required in the submission of the Bid. Any additional requirement will be stated in the Bid Bulletin.
ITB 9.1b	The 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 the latest Articles of Incorporation and By-Laws will suffice this requirement.	Yes, the latest Articles of Incorporation and By-Laws will suffice the requirement stated in ITB 9.1b.
ITB 9.1e	A certification from ERC that it is authorized to a) sell, broker, market, or aggregate electricity to DUs and/or b) own and operate facilities used in the generation of electricity	Please confirm that the certification pertains to the Certificate of Compliance or Provisional Authority to Operate issued by the ERC.	Yes, the same certification.
ITB 9.1.h.3	A certification under oath from bidder's responsible officers that the Bidder is free and clear of all liabilities with the government.	Please confirm that this is already covered by ITB Annex D.	Yes, it is already covered by ITB Annex D: CERTIFICATION AGAINST BLACKLISTING AND GRAFT & CORRUPT PRACTICES
ITB 9.1.j.7	Number and average duration of scheduled and unscheduled outages for the last five (5) years;	In case of delayed issuance of the said certificate, may we suggest that a letter request submitted to NGCP be accepted for this requirement?	Plant records will suffice for this requirement. Submission shall be duly signed by the plant manager and/or authorized representative.
ITB 9.1.j.8	The statement shall be supported by a valid Certificate of Compliance and/or License as Wholesale Aggregator issued by the ERC and certification issued by NGCP System Operator (regarding plant outages)	1. Please confirm that this is the same requirement in item j.7. 2. If yes, do we need to duplicate the same certification for this requirement?	No, this is not the same as j.7. The letter to NGCP (with proof of receipt by NGCP) will suffice, provided the certification issued by NGCP shall be furnished to the R8 JCPSP TPBAC once available.

REFERENCE	PROVISION	QUESTIONS/COMMENTS	REPLIES
ITB 9.1k	<p>Statement in matrix form of all wholesale customers/buyers (DUs and Contestable Customers) for the last three (3) years;</p> <p>The statement shall include the following:</p> <ol style="list-style-type: none"> 1. name and address of company 2. telephone, cellphone and fax numbers, website URL, and e-mail address of the company; 3. name and position of contact person(s); 4. telephone and cellphone number and e-mail address of contact person(s) 	<ol style="list-style-type: none"> 1. Please confirm that this refers to existing customers only. 2. May we suggest limiting the list to regulated distribution utility customers only. 3. Details of customers information might be subject to Data Privacy issues and Bidder cannot commit to obtain consent of customers. Available customer information in their respective official websites should be sufficient. 	<ol style="list-style-type: none"> 1. Submit customers for the last 3 years. 2. For contestable customers, submit at least the names of the customers. 3. For DU customers, submit the detailed information as specified in the list.
ITB 9.1u	<p>(RPS) Fuel Supply Plan indicating:</p> <ol style="list-style-type: none"> 1. Long-term availability; 2. Contingency supply; and 3. Key terms of the Fuel Supply Agreement; 	<p>Please clarify the applicability of this requirement for RPS.</p>	<p>Indicate N/A if not applicable.</p>
ITB 9.1 "Class B"	<ol style="list-style-type: none"> b. A notarized certification issued by the Bidder or his authorized representative that each of the documents submitted in accordance with the Instructions to Bidders (ITB) is the original or faithful reproduction of the original; c. A letter authorizing the RB JCPSP-JTPBAC or its duly authorized representative/s to review or verify submitted documents; 	<ol style="list-style-type: none"> 1. Please provide template. 2. It is suggested that the template should already cover the requirement under item b and c. 	<p>Template is attached as Annex H.</p>
ITB 9.1 "Class B"	<ol style="list-style-type: none"> e. Confidentiality Agreement 	<p>Please provide template.</p>	<p>Template is attached as Annex I.</p>
ITB 9.1 "Class B"	<ol style="list-style-type: none"> f. Acceptance of the Bidding Documents; and 	<p>Please provide template.</p>	<p>Template is attached as Annex J.</p>

REFERENCE	PROVISION	QUESTIONS/COMMENTS	REPLIES
ITB 14.1 & 14.2	<p>All Bid prices shall be quoted in Philippine Peso (PHP).</p> <p>If there are foreign denominated components of the Bid prices, these must be quoted in United States Dollar (US\$) only. Price components denominated in foreign currency other than USD shall be rejected outright.</p>	<ol style="list-style-type: none"> 1. Please clarify if Bidders are allowed to propose a combination of PhP/kWh and USD/kWh Bid Prices. 2. For USD/kWh Bid Prices, what would be the ForEx index to be used in the actual implementation of the PSA? 	<p>For RPS: Php/kWh only.</p> <p>For Baseload: Php/kWh and/or USD/kWh is allowed.</p> <p>For evaluation purposes, ForEx index is P56.26 (ITB 23.2)</p>
ITB 17.2	<p>The R8 JCPSP-JTPBAC shall prescribe the acceptable forms of Bid Security from among the following, from which acceptable forms the Bidder may choose:</p> <ol style="list-style-type: none"> a. Cash; b. Cashier's or certified check; c. Irrevocable Letter of Credit; d. Bank Guarantee. 	<ol style="list-style-type: none"> 1. Kindly include "Manager's Check" and "Stand By Letter of Credit" in the acceptable forms of Bid Security. 2. Please provide list of acceptable banks. 	<ul style="list-style-type: none"> • The R8 JCPSP-JTPBAC shall prescribe the acceptable forms of Bid Security from among the following, from which acceptable forms the Bidder may choose: <ol style="list-style-type: none"> a. Cash; b. Cashier's or certified check; c. Irrevocable Letter of Credit; d. Bank Guarantee. e. Manager's Check • Standby Letter of Credit falls under Irrevocable Letter of Credit. • All banks will be accepted.
ITB 17.3	<p>The Bid Security should be valid up to the signing of the PSA.</p>	<p>Does this mean that the Bid Security should be valid until October 10, 2023 based on ITB Table 3. Transaction Schedule as we need to indicate until when will the Bid Security be effective?</p>	<p>Bid security should be valid until the execution of the PSA or until January 20, 2024, whichever comes earlier.</p>
ITB 17.7	<p>The Bid Security may be forfeited:</p> <ol style="list-style-type: none"> a. If the Bidder withdraws the Bid after Bid opening during the period of Bid validity; or b. In the case of a successful Bidder, if the Bidder fails within the specified time limit to sign the PSA; or c. Any other reason prescribed by the R8 JCPSP-JTPBAC. 	<p>Please confirm that the forfeiture of the Bid Security will only happen if Bidder fails to sign the PSA within the specified time at its own fault.</p>	<p>Yes, the forfeiture of the Bid Security will only happen if Bidder fails to sign the PSA within the specified time at its own fault or for a reason attributable to the Bidder.</p>

REFERENCE	PROVISION	QUESTIONS/COMMENTS	REPLIES
ITB 28	<p>Signing of Contract</p> <p>Within thirty (30) calendar days upon the signing of the respective PSAs, the EC and the Winning Bidders shall jointly file the PSA to the Energy Regulatory Commission (ERC), copies of which are provided to the Department of Energy (DOE) and National Electrification Administration (NEA).</p>	<p>We suggest to consider the 30 days as the minimum period from signing of PSA to filing with ERC due to the voluminous requirements for Pre-filing.</p>	<p>We cannot consider the suggestion because the 30-day requirement is prescribed under the DOE Circular.</p>
Annex A	<p>Checklist of Eligibility and Bid Requirements</p>	<p>Please confirm that this Checklist of Eligibility and Bid Requirements (Annex A) is the final list to be followed to be able to comply with ALL the requirements of this bidding.</p>	<p>Yes, the Checklist of Eligibility and Bid Requirements in Annex A is the final list to be followed to be able to comply with all the requirements of this bidding.</p>
Annex D	<p>Certification Against Blacklisting and Graft and Corrupt Practices</p>	<p>Please confirm that that Bidders are free to replace the word "Board Resolution No." to "Secretary's Certificate"</p>	<p>Yes, Bidders may replace "Board Resolution No." to "Secretary's Certificate".</p>
Annex F	<p>Affidavit of Disclosure of Relations</p>	<p>Please confirm that that Bidders are free to replace the word "Board Resolution No." to "Secretary's Certificate"</p>	<p>Yes, Bidders may replace "Board Resolution No." to "Secretary's Certificate".</p>
PSA Art. 2	<p>Conditions before the Start of Supply</p> <p>"xxx The obligations of the Parties under this Agreement shall commence upon the approval of this Agreement by the Energy Regulatory Commission (ERC) or the issuance of a Provisional Authority by the ERC, whichever comes first. The Parties agree that they will undertake all necessary actions and comply with all applicable laws, rules and regulations to ensure the timely implementation of this Agreement."</p>	<p>We proposed to reword as follows:</p> <p>The obligations of the SELLER to supply and the BUYER to purchase the Contract Capacity shall commence on December 26, 2023 (Baseload) and September 26, 2023 (RPS) or upon receipt of an ERC Approval, whichever comes later.</p>	<p>We maintain the provision under the PSA template.</p>
PSA Art. 4.2	<p>Seller's Technical Obligations</p> <p>"xxx The Seller shall guarantee supply and provide the Buyer with Replacement Power sourced from other generating facilities or third parties, including the WESM, during Outages of the Plant or Facility."</p>	<p>Include in the following phrase:</p> <p>"... during outages of the Plant or facility, except during Force Majeure Events.</p>	<p>We maintain the provision under the PSA template. There is a provision on Force Majeure.</p>

REFERENCE	PROVISION	QUESTIONS/COMMENTS	REPLIES
PSA Art. 5.3	<p>Buyer's Technical Obligations</p> <p>"xxx The BUYER shall pay the SELLER a Replacement Power Charge for the total energy consumed that is associated with the Outages of the Plant in every Billing Period as specified in Annex;"</p>	Please clarify.	Will be determined during Negotiation/ Finalization of the PSA.
PSA Art. 10.3	<p>Billing Payment and Procedure</p> <p>"xxx Without necessity of demand, the Buyer shall pay the Seller the Electricity Fee as stated in such a billing statement, not later than the twenty-fifth (25th) of the calendar month following the close of a Billing Period ("Due Date"). Should the seller deliver the bill beyond the allowable period, the due date shall also be extended equivalent to the number of days of the delay. Moreover, the Seller shall issue the corresponding Official Receipt upon the receipt of the payment."</p>	It is suggested that in such cases, what to be adjusted is the period for the availment of discounts and not the due date for settlement.	We maintain the provision under the PSA template.
PSA Art. 11.1	<p>Non-Payment</p> <p>"xxx If the Buyer and the Seller has agreed to enter into a restructuring of accounts, in any circumstances other than the force majeure, the succeeding payment of the restructured account shall not bear any interest. In the event when the Buyer has fail to pay the restructured account in accordance to the restructuring agreement made, the amount unpaid shall bear a daily interest, at a rate of six percent (6%) per annum, computed on a 360-day basis;"</p>	<p>We proposed to reword as follows:</p> <p>11.1 - xxx - . For the avoidance of doubt, any discount under this Agreement will not be applicable on any restructuring of accounts.</p>	We maintain the provision under the PSA template.

REFERENCE	PROVISION	QUESTIONS/COMMENTS	REPLIES
PSA Art. 22	<p>Security Deposit</p> <p>There shall be no security deposit requirement on the part of the Buyer.</p>	<p>We suggest to include a provision as follows:</p> <p>"The BUYER shall not be required by the SELLER to post a Security Deposit upon the execution of this Agreement. In any case that the BUYER should fail to pay in full its current power bill on or before its Due Date, it shall be required to post a Security Deposit at the immediately succeeding Billing Period after the Due Date equivalent to one hundred percent (100%) of the average monthly power bill for the Billing Periods from Supply Effective Date (SED) up to the current Billing Period."</p>	We maintain the provision under the PSA template.
PSA Art. 23	Termination of Agreement	<p>BUYER's Event of Default</p> <p>We suggest to indicate the same period which is five (5) business days within a failure should be remedied.</p>	Subject to negotiation with the winning bidder.
PSA Art. 24	<p>ERC Rate Approval</p> <p>In the event that the Energy Regulatory Commission (ERC) approves a final rate for power supply that is lower than the rate agreed upon in this Agreement, such approval shall not be a valid ground for the termination of this Agreement by either Party. The Buyer shall not be held liable for any difference between the PSA rate and the ERC approved final rate.</p>	<p>We suggest to reword as follows:</p> <p>"In the event that the Parties obtained an ERC Approval that is lower than the rate agreed upon this Agreement, such ERC Approval..."</p>	We maintain the provision under the PSA template.
PSA Art. 29	Definitions and Interpretations	<p>We suggest to include the following defined terms:</p> <p>ERC Approval shall refer to either a Provisional Authority, Interim Relief or Final Approval issued by the Energy Regulatory Commission.</p>	Denied.
PSA Art. 33	<p>Suppletory Clause</p> <p>"xxx In the event of any conflict or inconsistency between the provisions of this Agreement and the incorporated documents, the provisions of this Agreement shall prevail."</p>	Please clarify "incorporated documents" under this provision.	Please refer to Art. 33 paragraph 1.

Other Concerns	
QUESTIONS/COMMENTS	REPLIES
Where should the Winning Bidder include in the PSA the rate schedule showing each components of the Contract Price as well as the adjustment formula of such indexed based pricing?	To be included in the Annexes of the PSA with the winning bidder.
Please confirm that the Authorized Representative is allowed to certify the documents as true copy of the original.	Yes, as long as the Authorized Representative is likewise authorized to certify such documents.
In case there would be inconsistencies between the Bid Documents and the signed PSA which shall prevail.	The first thing to do is to harmonize. If the inconsistency is irreconcilable, the PSA shall prevail.
We suggest to separate the Bidding for RPS.	We maintain our bidding process.
Are the bidders allowed to submit multiple bids on one lot? Does purchasing multiple bid documents allow the bidder to multiple bids on the same lot?	No. Bidders are not allowed to purchase multiple bid documents for one lot.

ANNEX H.

**CERTIFICATION OF SUBMISSION OF ORIGINAL
OR CERTIFIED TRUE COPIES OF DOCUMENTS
AND AUTHORIZATION FOR THE R8 JCPSP-JTPBAC
TO VERIFY SAID DOCUMENTS**

I, **[NAME OF AUTHORIZED REPRESENTATIVE]**, of **[Bidder's Name]**, with the office address at after having been sworn to according to law, hereby depose and state that:

- 1 I am the authorized representative of **[Bidder's name]** as per Board Resolution No. **[BR. No.]**, dated submitted in accordance with this Transaction;
- 2 **[Bidder's name]** is a company organized and existing under the laws of Republic of the Philippines and is participating as a Bidder in this Transaction;
- 3 All of the documents submitted by **[Bidder's name]** in satisfaction of the Instructions to Bidders and submitted as part of this Transaction are originals or certified true and correct copies of the original document(s).
- 4 **[Bidder's name]** hereby authorizes the R8 JCPSP-JTPBAC or its duly authorized representative/s to verify all of the documents submitted by (Bidder's Name).
- 5 This is being executed without force or under duress. This is voluntary and with consent.

[Bidder's name]

By:

[Name of Authorized Representative]

(Signature/Printed Name/Title/Designation)

SUBSCRIBED AND SWORN to before me, this _____ day of _____ at _____, Philippines, affiant exhibiting to me his/her **[Competent Evidence of Identity]** issued on _____ at _____, Philippines.

Doc No. _____

Page No. _____

Book No. _____

Series of _____

ANNEX I.

CONFIDENTIALITY AGREEMENT

Date : _____

THE CHAIRMAN

R8 JCPSP

Joint Third Party Bids and Awards Committee (JTbac)

Subject : **R8 JCPSP POWER SUPPLY PROCUREMENT PROCESS**

Sir/Madam:

We refer to the Bidding Documents issued in relation to the above subject. Capitalized terms used but not defined herein shall have the meaning given in the Bidding Documents.

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

The following information will not constitute ***“Confidential Information”*** for purposes of this Agreement:

- a. Information which [Bidder’s name] can prove was already in its possession and was available to it on a non-confidential basis prior to disclosure by FRECOR8 member ECs and/or disclosing the Bidders;
- b. Information which is obtained by [Bidder’s name] from a third person which, insofar as is known to Bidder’s name] , is not prohibited from disclosing the information under a contractual, legal or fiduciary obligation to [Bidder’s name]; and
- c. Information which is or becomes generally available to the public other than as a result of a breach of this Undertaking by [Bidder’s name].

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

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

[Bidder's name]

By:

(Signature/Printed Name/Title/Designation)

Signed in the presence of:

Republic of the Philippines)
_____) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, for and in the above jurisdiction, personally appeared the following:

<i>Name</i>	<i>Competent Evidence of Identity/Date and Place Issued</i>
_____	_____
_____	_____

known to me and known to be the same persons who executed the foregoing Acceptance of the Bidding Documents consisting of _____(____) pages including this page where the acknowledgement is written and they acknowledged to me that the same is their own free and voluntary act and deed and the corporation represented.

WITNESS MY HAND SEAL, on the date and at the place first above written.

Doc No. _____
Page No. _____
Book No. _____
Series of _____

ANNEX J.

ACCEPTANCE OF BIDDING DOCUMENTS

Date : _____

THE CHAIRMAN

R8 JCPSP

Joint Third Party Bids and Awards Committee (JTBC)

Subject : **R8 JCPSP POWER SUPPLY PROCUREMENT PROCESS**

Sir/Madam:

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

1. [Bidder's name] has read and understood each and every section and page of the Bidding Documents, the provisions, terms and conditions thereof and any amendment, supplement or modification thereto, including the supplemental Bid Bulletins, and accepts and agrees to be bound and to fully abide by and comply with the terms and conditions thereof and any amendment, supplement or modification as well as the decisions of the TPBAC;
2. [Bidder's name] waives any right it may have to seek and obtain a writ of injunction or prohibition or restraining order against R8 JCPSP-JTPBAC to prevent or restrain this Transaction or any proceeding related thereto, the holding of any other bidding or any proceeding related thereto, the selection of the Winning Bidder and the execution of the Power Supply Agreement. Such waiver shall, however be without prejudice to the right of the undersigned questioned to the lawfulness of any disqualification or the rejection of their Bid by appropriate administrative or judicial processes not involving the issuance of a writ of injunction or prohibition or restraining order;
3. [Bidder's name] shall, at all times, comply with Philippine Law; and
4. [Bidder's name] unconditionally and irrevocably waives any defect, deviation, fault or infirmly in this Transaction and the whole process conducted by R8 JCPSP-JTPBAC.

[Bidder's name]

By:

(Signature/Printed Name/Title/Designation)

Signed in the presence of:

Republic of the Philippines)
_____) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, for and in the above jurisdiction, personally appeared the following:

<i>Name</i>	<i>Competent Evidence of Identity/Date and Place Issued</i>
_____	_____
_____	_____

known to me and known to be the same persons who executed the foregoing Acceptance of the Bidding Documents consisting of _____(____) pages including this page where the acknowledgement is written and they acknowledged to me that the same is their own free and voluntary act and deed and the corporation represented.

WITNESS MY HAND SEAL, on the date and at the place first above written.

Doc No. _____
Page No. _____
Book No. _____
Series of _____



FEDERATION OF RURAL ELECTRIC COOPERATIVES IN REGION 8

Brgy. San Juan, Sta. Rita, Samar
Email Address: frecor8.secretariat@gmail.com

REFERENCE : **Bid Bulletin No. 3**

ISSUE DATE : **August 17, 2023**

FOR : **All Bidders**

SUBJECT : **Replies and Clarifications of Queries and Concerns Raised After the Pre-Bid Conference;**

The FRECOR 8 JTPBAC hereby issues this **Bid Bulletin No. 3** to address the questions and concerns raised by the Bidders after the Pre-Bid Conference held last August 4, 2023, particularly the submitted questions and clarification on August 11, 2023, including clarifications and amendments to some items of Bid Bulletin 2.

The TPBAC would like to emphasize the following amendment to Bid Bulletin 2, to wit:

	FROM:	TO:
Bid Bulletin No. 2 (ITB 23.5)	"The Bidder shall specify its offer of prompt payment discount and other incentives to the Distribution Utility (DU) in its bid proposal. However, discounts and incentives specified by the bidder shall only be utilized in the event of a tie between two or more bids. In such instances, where the total bid prices are identical, the discounts and incentives offered by the tied bids shall be considered to break the tie. The discounts shall be applied to the respective bid prices, and the lowest bid after applying the offered discount and incentives shall be considered the Lowest Calculated Bid (LCB). The application of discounts and other incentives to resolve ties shall be conducted transparently and in accordance with the method indicated in the evaluation form."	Regarding the discount required to be offered, after considering the comments from the bidders and after careful review of the TOR, it has been resolved that the bidders shall be required to offer discounts such as PPD and other incentives as required under 4.4 of the TOR, and the same shall be considered in the evaluation, not merely to break the tie. Price after Discount= Bid Price x(1-(0.5xtotal discount(%)))

The Bid Form presented during the Pre-Bid conference has also been revised to include Discounts.

To form part of this bulletin are the following attached documents:

- Summary of queries/comments and the corresponding FRECOR 8 JTPBAC responses
- ITB Annex K: List of the R8JCPSP-JTPBAC, JTWG, & SECRETARIAT
- ITB Annex L: List of FRECOR8 Officers
- ITB Annex M: Documents Comprising the Bid

Additionally, the Opening of Bids is scheduled on **August 31, 2023, 10:00 AM**, at **Summit Hotel, Robinsons Place, Tacloban City**.

For further information, please contact:

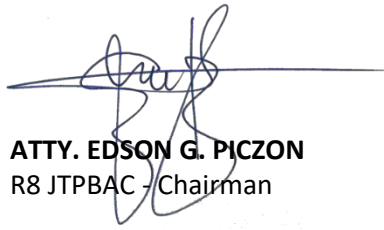
Region 8 Joint Competitive Power Supply Procurement (R8 JCPSP)

Business Address: c/o RENAGMEC Brgy. San Juan Sta. Rita Samar
Email Address: r8jcpsp@gmail.com; frecor8.secretariat@gmail.com
Contact Person: Donald Velasco / Indira Palomo
Contact Number: 0917 627-8546 / 0917-542-9319

For your information and proper guidance.

Kindly acknowledge receipt of this Bid Bulletin through email. Thank you.

By:



ATTY. EDSON G. PICZON
R8 JTPBAC -Chairman

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
TOR 3.4	<p>Bidder shall also specify all other applicable charges incorporated in its payment offers such as, but not limited to, connection facilities, wheeling charges, metering, communication equipment, and government taxes or levies.</p> <p>Applicable Charges: Government Taxes/Levies</p>	<p>Please confirm that the bid offer of generators and the evaluation of TWG is on post-VAT basis.</p>	<p>Yes.</p>
TOR 4.4	<p>PAYMENT MODALITIES</p> <p>4.4 Bidder shall specify its offer of prompt payment discount and other incentives to the Distribution Utility (DU) in its bid proposal.</p>	<p>Taking notes from the previous pre-bid conference, we would like to reconfirm that the discounts will not be part of TWG's evaluation of bids and determination of the LCOE. In addition, discounts are not required to be offered/provided by the prospective Bidder.</p>	<p>Regarding the discount required to be offered, after considering the comments from the bidders and after careful review of the TOR, it has been resolved that the bidders shall be required to offer discounts such as ppd and other incentives as required under 4.4 of the TOR, and the same shall be considered in the evaluation, not merely to break the tie.</p> <p>Price after Discount = Bid Price x (1-(0.5xtotal discount(%)))</p>

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
TOR 5	<p>OUTAGES AND REPLACEMENT POWER</p> <p>5.1 In all instances of outage regardless of cause, including delay in the initial delivery, the Supplier shall provide for the replacement power, notwithstanding Section 6 below.</p> <p>5.2 The cost of Replacement Power shall be the (1) ERC-approved rate under the PSA, (2) WESM Price, or the (3) actual Replacement rate, whichever is the lowest.</p>	<p>Please confirm that the Buyer will provide flexibility to the Seller, during the PSA implementation, to source power from other sources, including the WESM, provided that it can guarantee the ERC-approved Contract Price and that such instance will not be counted as an outage of the Seller.</p> <p>Taking notes from the previous pre-bid conference, we would like to reconfirm that the cost of Replacement Power shall be based on the ERC-approved Contract Price.</p>	<p>Yes.</p> <p>No. We retain the TOR provision. This is what is provided in the DOE CSP TOR template.</p>
TOR 6.1	<p>FORCE MAJEURE</p> <p>6.1 The events that shall be deemed as Force Majeure and analogous circumstances shall be in accordance with Section 3.30 of DOE Circular No. 2021-09-0030</p>	<p>Are the Force Majeure events in the PSA subject to change or negotiation with the Winning Bidder?</p> <p>We note that Section 3.30 of the DOE Circular considers events affecting DUs only. We thus suggest that the Events of FM, for purposes of this CSP and PSA, likewise consider events affecting GenCos' ability to deliver/perform.</p> <p>Further, we note that the said Section 3.30 is encompassing. We thus suggest that the FM provision be more definitive so as to have clarity on what can be the "analogous circumstances".</p>	<p>Will be discussed during PSA negotiation.</p>

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
TOR 6.2	<p>6.2 To the extent either Party is prevented by Force Majeure from carrying out, in whole or in part, its obligations under this Agreement and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused wholly or partially from the performance of its obligations herein (other than the obligation to make payments when due or becoming due with respect to performance prior to the Force Majeure). During the Force Majeure event, the non-Claiming Party shall likewise be relieved of its obligations to the Claiming Party, but only those obligations corresponding to the performance of the Claiming Party excused by such Force Majeure event, unless provided otherwise.</p>	<p>We suggest having a threshold/period on how long an FME can be availed of and the remedies available if such an FME persists beyond such period. Hence, we would like to request that this provision be further negotiated with the Winning Bidder.</p>	<p>Will be discussed during PSA negotiation.</p>
TOR 7.1	<p>7.1 GROUNDS FOR TERMINATION OF CONTRACT</p>	<p>Are the events of default and termination clauses in the PSA subject to change or negotiation with the Winning Bidder?</p>	<p>Will be discussed during PSA negotiation, but should not violate the TOR grounds for termination.</p>
TOR 7.2	<p>7.2 An ERC approved final rate lower than that of the PSA rate shall not be valid grounds for the termination of the contract. DU shall not be liable for the difference between the PSA rate and the ERC approved final rate.</p>	<p>Please confirm our understanding that this does not preclude the bidder from filing a motion for reconsideration before the ERC (with the buyer's participation and cooperation) in case of a downward rate adjustment.</p> <p>If there is a downward rate, is this still subject to an MR?</p> <p>If an MR is filed, will the Buyer support and be a signatory to the MR?</p>	<p>No. The Electric Cooperative will be subject to criticism by its consumers if it will file a motion asking for the increase of the power rate.</p>

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
TOR 9.1	<p>The reduction of contract capacity shall be allowed in case of (please check if applicable):</p> <p><input checked="" type="checkbox"/> loss of captive customers due to Retail competition and Open Access (for on-grid areas only)</p> <p><input checked="" type="checkbox"/> Reduction of demand of the DU due to special circumstances beyond the control of the DU</p>	<p>We respectfully request that the reduction of contract capacity be reduced proportionately among all power suppliers, equivalent to the reduction in the demand of the Buyer's</p>	<p>Yes.</p>
TOR 9.2.a	<p>9.2 DU may assign, transfer, designate, or allocate its rights and obligations to purchase a portion of contract it no longer requires to:</p> <p>a) Any of its business segments without the prior consent of Power Supplier; or</p>	<p>As to item (a), we are ok that the assignment is not subject to Supplier/GNPK's prior written consent.</p> <p>However, R8/Buyer should at least provide a prior written notice for good order and proper billing.</p>	<p>Noted.</p>
TOR 11.5	<p>11.5 If bidder is formed as partnership, corporation, consortium, joint venture or any similar association for purpose of this CSP, it must present an agreement showing that the Bidder and all its partners, shareholders, joint venture, associates, as may be applicable, are jointly and severally liable to (EC) for any and all costs and obligations arising from this CSP and the resulting PSA.</p>	<p>We are amenable presenting the Articles of Limited Partnership (AOLP), which is the constitutive document and act of the partners that created the partnership. The AOLP also provides for each of the partners' liabilities. Further, by signing a PPSA with each of the EC, the partnership confirms that it will be liable to each and every EC it has a contract with</p>	<p>Noted.</p>

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
TOR 12	<p>TRANSMISSION FAILURES 12</p> <p>If the DU is not able to take the Power Contracted from the Delivery Point, for causes attributable to a system rotational brownout or load dropping imposed by the System Operator, and/or any failure by the Transmission UElity to transmit the Power Contracted, including those due to any localized transmission line outages (other than as a result of a system-wide or grid-wide blackout or service interruption), the DU may, after the occurrence of any of such events, revise its Nomination for the succeeding Trading Interval/s on the same trading day ("Real-Time Nomination") and the Seller shall accept the Buyer's Real-Time Nomination.</p>	<p>We would like to confirm if this provision could be further negotiated with the Winning Bidder. We note that the scenarios/conditions mentioned in the draft provision do not only affect the Buyer's ability to receive power but also affect the Seller's capacity to transmit the contracted supply. Hence, the parties should consider mutual mitigation measures during negotiation.</p>	<p>We confirm but should be consistent with the TOR.</p>
TOR 13	<p>Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party. Replacement of Power by a third party shall not be construed as an assignment within the purview of this agreement.</p>	<p>We respectfully suggest that the right to assign is qualified to the effect that GNPk may assign the Agreement without prior written consent to: (i) any affiliate or (ii) any entity as required by its financing documents.</p>	<p>We maintain the provision as provided.</p>
RPS TOR 2.1.a	<p>a. Type of Technology: Limited to eligible renewable energy only.</p>	<p>Suggest to clearly specify RPS-Eligible power plants to avoid confusion.</p>	<p>We retain the provision.</p>

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
<p>RPS TOR 2.3 & ITB-23.7</p>	<p>2.3 Delivery Period : 8 years and 3 months Inclusive Dates: September 26, 2023 to December 25, 2031 Each year of delivery shall be considered as a separate lot. Each bidder may offer their bids for any year within the delivery period. The bidders shall be allowed to offer their bids to supply partial or portion of the aggregated demand for such year. The contract for a given year shall be awarded to the bidder with the Lowest Calculated Responsive Bid (LCRB). If such bidder is unable to supply the full aggregated demand, the remaining demand shall be awarded to the bidder with the second LCRB. Any remaining demand thereof shall be awarded to the bidder with the third LCRB and so on.</p> <p>23.7. Selection of Lowest Calculated Bids The Effective Price calculated for each Bidder for each Contract Year will be compared. The bid with the lowest calculated Effective Price in a Contract Year will be the Lowest Calculated Bid (LCB) and shall be subjected to the next stage, which is Post-Qualification. One or more LCBs may be chosen for each Contract Year depending on the capacity offered by the LCBs. The next-ranking LCBs will be selected until the total Baseload/RPS demand requirement for that Contract Year is satisfied. The capacity to be contracted for the marginal LCB (or the last or highest LCB to be considered) shall be less than or equal to the capacity required to satisfy the total</p>	<p>Will Bidders be given the choice whether or not to agree to accept supply of less than its offer?</p> <p>For example, Bidder A submits a bid for RPS for Contract Year 2028 and offers the full capacity of 40MW. If Bidder A is only the second LCB and is only awarded a marginal capacity of 10MW for Contract Year 2028, will it be allowed to not accept the award without risk of forfeiture of its Bid Security?</p> <p>Bidders base their financial projections on their capacity offers. Their financial projection for a capacity of 40MW will not be the same as that for 10MW. Hence, it may no longer be financially feasible to supply its offered capacity at the same price if it were only awarded a marginal capacity which is less than its projection.</p>	<p>No.</p> <p>Bidder will be allowed but it will constitute withdrawal of Bid and would cause forfeiture of its Bid Security. ITB 17.7a.</p>
<p>RPS TOR 3</p>	<p>COST AND TARIFF STRUCTURE</p>	<p>Base index values, base year, and reference of the base index values allowed to be used are not specified in the TOR. Requesting to provide these details in the Pricing Evaluation workbook.</p>	<p>Refer to ITB 23. DETAILED EVALUATION AND COMPARISON OF BIDS</p>
<p>RPS TOR 3</p>	<p>COST AND TARIFF STRUCTURE</p>	<p>We would like to request for the 1-year historical hourly demand of all ECs in FRECOR 8.</p>	<p>This will be provided during the PSA negotiation.</p>

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
RPS TOR 3	COST AND TARIFF STRUCTURE	<p>What will be the priority dispatch in case the winning bidder's for a certain year/lot did not meet the total capacity required for that year?</p> <p>Will it be pro-rated to all electric cooperatives' demand?</p>	<p>Demand will be distributed using excel solver function.</p> <p>No. It will based on the weighted effective rate.</p>
ITB 1.6	<p>Scope of Bid</p> <p>1.6. A Bidder may offer to supply capacity that is less than or equal to the aggregated baseload/RPS requirement [...] in increments of one megawatt</p>	<p>How will the DUs split the difference?</p> <p>Can Bidders choose which among the DUs to supply their less than contracted demand offer?</p>	<p>Demand will be distributed using Excel Solver function. It will be based on the weighted effective rate per EC.</p> <p>No.</p>
ITB 3	Transaction Schedule Submission and Opening of Bids	Will the TPBAC consider extending the Bid Opening?	No.
ITB 3	Transaction Schedule	<p>Considering what transpired in the pre-bid conference that the deadline of submission of comments has been moved, as well as the issuance of the bid bulletin reflecting all clarifications on the bidder's concerns/queries, we respectfully request extending the deadline for the submission and opening of bids up to 7 days or until September 7, 2023.</p>	We cannot change the schedule.

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
ITB 8.2	8.2. d. A bidder's Officers [...] that may substantially affect the results of the Bidding such as the members of the R8 JCPSP-JTPBAC, the members of the R8 JCPSP-JTWG, the R8 JCPSP-Secretariat.	Please provide the list of these members.	See Annex K . List of the R8 JCPSP-JTPBAC R8 JCPSP-JTWG and JCPSP-Secretariat.
ITB 8.7	8.7 The bidder must comply with the constitutional requirement for ownership.	Please confirm the constitutional requirement you are referring to.	We are referring to the requirement that at least 60% filipino ownership of the bidding company is required for baseload and geothermal sources.
ITB 9.1	Class "A" Documents - Legal Documents (h) 1. Proof of VAT payments for the past six months	Jan-June 2023 proof of VAT payments only as these are filed on a quarterly basis	Yes.
ITB 9.1	Class "A" Documents - Legal Documents (h) 3. A certification under oath from bidder's responsible officers that the Bidder is free and clear of all liabilities with the government	Can we limit to tax liabilities only?	Yes, as provided under EO 398.

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
ITB 9.1	Class "B" Documents (a) A document containing the names, addresses and contact details (including) telephone numbers, fax numbers and email addresses) of the Bidder and his authorized representative/s who will sign (a) the documents required in this Bid, and (b) the Power Supply Agreement (PSA);	Would a Secretary Certificate suffice for this requirement? If, Yes, would it be acceptable if the Secretary Certificate is in general statement, stating that the authorized representative is given authority to transact/sign in any CSP and the PSA resulting from such CSP? Or would it be specific to Region 8 Joint Competitive Power Supply Procurement?	Yes. It should be specifically to Region 8 Joint Competitive Power Supply Procurement.
ITB 9.1	Class "B" Documents (d) Affidavit of Disclosure of Relations (Annex F)	Requesting for the list of FRECOR 8 officers for verification	See Annex L . List of FRECOR 8 Officers
ITB 9.1.e	(e) A certification from ERC that it is authorized to a) sell, broker, market, or aggregate electricity to DUs and/or b) own and operate facilities used in the generation of electricity	For existing power plants, will the submission of the COC or PAO suffice for this requirement?	Yes, it will suffice.
ITB 9.1	Class "B" Documents (f) Acceptance of the Bidding Documents	There is a section in Annex D that mentions this. May we confirm if this is part of Annex D already? If yes, do we have to provide another copy of Annex D to satisfy this requirement?	Annex D is Certification Against Blacklisting Against Graft & Corrupt Practices. For this requirement, please refer to Annex J: Acceptance of Bidding Documents, as provided in the Bid Bulletin No. 2
ITB 9.1.g	(g). A valid and uploaded license, such as Certificate of Compliance of GNECO and Wholesale Aggregator, issued by ERC.	KEPCO SPC has been duly issued with a Certification by the Energy Regulatory Commission (ERC) that its application for an extension of the Provisional Authority to Operate (PAO) is still currently being evaluated. May we humbly ask for your confirmation to submit such Certification in lieu of the COC, which has also been acceptable by other Electric Cooperatives and Private Utilities during our participation in their CSP's?	We will accept the Certification, but the Provisional Authority to Operate and the Application for Extension should also be submitted.

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
ITB 9.1.j	8. The statement shall be supported by a valid Certificate of Compliance and/or License as Wholesale Aggregator issued by the ERC and certification issued by NGCP System Operator (regarding plant outages)	<p>KEPCO SPC has been duly issued with a Certification by the Energy Regulatory Commission (ERC) that its application for an extension of the Provisional Authority to Operate (PAO) is still currently being evaluated.</p> <p>May we humbly ask for your confirmation to submit such Certification in lieu of the COC, which has also been acceptable by other Electric Cooperatives and Private Utilities during our participation in their CSP's?</p>	We will accept the Certification, but the Provisional Authority to Operate and the Application for Extension should also be submitted.
ITB 9.1.n	8. The statement shall be supported by a valid Certificate of Compliance and/or License as Wholesale Aggregator issued by the ERC and certification issued by NGCP System Operator (regarding plant outages).	May we request for the exact wording on what the NGCP Certification on outages needs to contain?	No exact wording. What is necessary is that the NGCP certifies that the plant outages mentioned in the Matrix are correct.
ITB 9.1.e	Class "A" Documents- Legal Documents (e) A certification from ERC that it is authorized to a) sell, broker, market, or aggregate electricity to DUs and/or b) own and operate facilities used in the generation of electricity	<p>Can we submit the Certificate of Compliance issued by the ERC?</p> <p>If yes, please confirm that this already covers the requirement in item (g) as well.</p>	<p>Yes.</p> <p>Yes.</p>

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
ITB 9.1.h	<p>Class "A" Documents- Legal Documents (h) Documentary proof of bidder's compliance with E.O. No. 398, series of 2005, such as:</p> <ol style="list-style-type: none"> 1. Proof of VAT payments for the past six months. 2. Tax Clearance from the BIR to prove Bidder's full and timely payment of taxes to the government. 3. A certification under oath from bidder's responsible officers that the Bidder is free and clear of all liabilities with the government. 	<p>1.52-2023. Thus, GNPk can only submit quarterly VAT filing, particularly Q1 and Q2 VAT Returns. Please confirm if this is acceptable.</p> <p>2. For the tax clearance, we would like to request allowing the proof of the application of the renewal of the tax clearance as an alternative, provided that the updated tax clearance will be available during the post-qualification.</p> <p>3. Please confirm that item 3 is already covered by Annex D- CERTIFICATION AGAINST BLACKLISTING AND GRAFT AND CORRUPT PRACTICES</p>	<p>Yes.</p> <p>Yes.</p> <p>Yes. Refer to Bid Bulletin No.2.</p>

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
ITB 9.1.j	<p>(j) Statement in matrix form of all power plants owned/operated (for GENCO), awarded IPPA Contract (for IPPA), and/or contracted (for Wholesale Aggregator):</p> <p>The statement shall include, for each power plant, the following:</p> <ol style="list-style-type: none"> 1. The name of the power plant; 2. Installed and dependable capacity of the power plant; 3. Type of power plant according to fuel or energy resource; 4. Location (address) of the power plant; 5. Year the power plant was built and commissioned; 6. Uncontracted capacity of the power plant for years 2024 to 2026; and; 7. Number and average duration of scheduled and unscheduled outages for the last five (5) years; 8. The statement shall be supported by a valid Certificate of Compliance and/or License as Wholesale Aggregator issued by the ERC and certification issued by NGCP System Operator (regarding plant outages) 	<ol style="list-style-type: none"> 1. For item j, we would like to confirm if we are allowed to use our own format. 2. For item (j-8), please confirm that submission of NGCP's Acknowledgement Letter for Scheduled Outages will suffice. 	<p>Yes. In matrix form.</p> <p>Yes. Refer Bid Bulletin No.2</p>
ITB 9.1.k	<p>(k) Statement in matrix form of all wholesale customers/buyers (DUs and Contestable Customers) for the last three (3) years;</p> <p>The statement shall include the following:</p> <ol style="list-style-type: none"> 1. name and address of company 2. telephone, cellphone and fax numbers, website URL, and e-mail address of the company; 3. name and position of contact person(s); 4. telephone and cellphone number and e-mail address of contact person(s) 	<p>Will you be issuing a template for this requirement or bidders can use their own template?</p> <p>Due to data privacy issues, we respectfully request that information be limited only to the following publicly available information:</p> <ol style="list-style-type: none"> 1. name and address of company 2. telephone, cellphone (if applicable) and fax numbers, website URL, and e-mail address of the company 3. Name of the General Manager only 	<p>Bidders can use own template in matrix form.</p> <p>For DU Customers, the detailed information as specified in the list is required to be submitted.</p> <p>For Contestable Customers, the name of the customers will suffice.</p>

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
ITB 9.1.l	(l) Statement in matrix form of quantities traded (sold and bought) from WESM for the last three (3) years.	For Mindanao-based plants, we note that WESM Mindanao only commenced on February 2023 Billing Period. In this regard, we can only submit February 2023 to June 2023 Billing Periods to comply with this requirement. Please confirm that this is acceptable.	For Mindanao suppliers, this is acceptable.
ITB 9.1	Class "A" Documents - Financial Documents The Bidder's audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the last five (5) years, showing, among others, the Bidder's total and current assets and liabilities. In the absence of a BIR-received audited financial statement, email acknowledgement of the submission shall be submitted. A sworn statement of current assets and liabilities will be accepted in lieu of audited financial statements for Bidders that have been in existence for less than one fiscal year.	<ol style="list-style-type: none"> 1. Please confirm that the required AFS to be submitted is from 2018 to 2022. 2. Please confirm that BIR acknowledgment of the submission (email acknowledgment on the first page of the AFS) is acceptable. 	<p>Yes.</p> <p>Yes</p>

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
ITB 9.1	<p>Class "B" Documents</p> <p>(a) A document containing the names, addresses and contact details (including) telephone numbers, fax numbers and email addresses) of the Bidder and his authorized representative/s who will sign a. the documents required in this Bid, and b. the Power Supply Agreement (PSA);</p> <p>(c) A letter authorizing the RB JCPSP-JTPBAC or its duly authorized representative/s to review or verify submitted documents;</p> <p>(d) Affidavit of Disclosure of Relations. (Annex F);</p> <p>(e) Confidentiality Agreement;</p> <p>(f) Acceptance of the Bidding Documents; and</p> <p>(g) Any other document, in support of documents already submitted, that may be prescribed by the RB JCPSP- JTPBAC during post-qualification.</p>	<p>1. For the requirement in item (a), will Annex E-Secretary's Certificate suffice?</p> <p>2. Will FRECOR 8 be issuing a template or Annex for items (b), (c), (e), (f)? If so, may we receive the copy of the templates so we can expedite the review and the necessary approval process.</p> <p>3. Please confirm that item (g) is not a hard requirement in the submission of bid, but rather a post-qualification requirement that is yet to be determined by FRECOR 8.</p>	<p>Yes.</p> <p>(b & c) Annex H (e) Annex I (f) Annex J</p> <p>Yes.</p>
ITB 11.2	<p>DOCUMENTS COMPRISING THE BID</p> <p>11.2</p> <p>The Eligibility Requirements shall be as enumerated in ITB 9 and the document "Checklist of Eligibility and Bid Requirements" (Annex A).</p>	<p>For item j, and k: We would like to confirm if we are allowed to use our own format.</p> <p>For item l: For Mindanao-based plants, we note that WESM Mindanao only commenced on February 2023 Billing Period. In this regard, we can only submit February 2023 to June 2023 Billing Periods to comply with this requirement</p>	<p>(j) Yes. In matrix form. (k) Yes.</p> <p>Yes, for Mindanao suppliers.</p>

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
ITB 12.1	The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.	Where should the Bidder's authorized representative affix their signature?	In the space provided or in the lower right portion of the Bid Form.
ITB 12.1	<p>Format and Signing of Bid</p> <p>12.1 The Bidder shall provide three (3) copies of the Bid, one original, and two (2) photocopies. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the Bid where entries or amendments have been made shall be countersigned by the person(s) signing the Bid.</p>	For original-certified true copies, please advise if the first and last pages only of each document should be stamped "certified true copy" by the document custodian?	All the pages must be stamped "certified true copies".
ITB 12.1	The Bidder shall provide three (3) copies of the Bid, one original, and two (2) photocopies. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the Bid where entries or amendments have been made shall be countersigned by the person(s) signing the Bid.	<p>1. For the Original copy submission, can we submit a Certified True Copy (CTC) of the document provided that such documents are certified by either of the following:</p> <ul style="list-style-type: none"> a. Internal department owning the document; b. Representatives authorized by the management to certify the documents in accordance with the Secretary's Certificate submitted by the bidder; or c. Issuing government agency. <p>2. Please confirm that not all pages of the Bid will be signed.</p>	<p>No. Only (b).</p> <p>All pages must be signed.</p>
ITB 12.1	<p>Format and Signing of Bid</p> <p>12.1 The Bidder shall provide three (3) copies of the Bid, one original, and two (2) photocopies. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the Bid where entries or amendments have been made shall be countersigned by the person(s) signing the Bid.</p>	Does this mean that each pages of all the required documents should be signed by the Authorized Representative?	Sign on all pages.

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
ITB 13	<p>13.1 ENVELOPE 1 shall include five (5) folders containing the Eligibility Requirements as listed in ITB 9 and in the document "Checklist of Eligibility and BID Requirement". They shall be labeled: Folder 1-1: Legal Documents Folder 1-2: Technical Documents Folder 1-3: Technical Proposal - RPS (New Plant) Folder 1-4: Financial Documents Folder 1-5: Class B Documents</p> <p>13.4 Each copy of the Eligibility Requirements and Financial Proposal, shall be similarly sealed duly marked: "COPY NO. - ENVELOPE 1 (ELIGIBILITY REQUIREMENTS)" and "COPY NO. _-ENVELOPE 2 (TECHNICAL AND FINANCIAL PROPOSAL)" respectively, and the outer envelope as "COPY NO._ ". Envelopes 1 and 2 containing the original and the copies shall then be enclosed in a single outer envelope that shall: 1. bear the name of the Transaction to be bid; 2. bear the name and address of the Bidder; 3. bear addressed to the RB JCSPJ-JTPBAC; 4. bear a warning "DO NOT OPEN BEFORE August 31, 2023 (1:00PM)", the Eme and date for the opening of Bids</p>	<p>Please confirm that for the Bid submission for Baseload, ENVELOPE 1 shall be labeled as: Folder 1-1: Legal Documents Folder 1-2: Technical Documents Folder 1-3: Financial Documents Folder 1-4: Financial Documents</p> <p>Please confirm that the ORIGINAL copy will be duly marked as: ORIGINAL- ENVELOPE 1 (ELIGIBILITY REQUIREMENTS) and ORIGINAL- ENVELOPE 2 (TECHNICAL AND FINANCIAL PROPOSAL), respectively, and the outer envelope as "ORIGINAL."</p>	<p>Folder 1-1: Legal Documents Folder 1-2: Technical Documents Folder 1-3: Technical Proposal - RPS (New Plant) -PLEASE NOTE: NOT APPLICABLE Folder 1-4: Financial Documents</p> <p>See Annex M.</p>

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
ITB 13.1	Sealing and Marking of Bids Envelope 1 Folder 1-3: Technical Proposal - RPS (New Plant)	For bidders who will be joining in the Baseload requirement, do we still need to submit this folder with a document inside stating that the requirements here are Not Applicable, or can we completely skip this folder?	Please submit. Folder 1-3: Technical Proposal-RPS (New Plant)- NOT APPLICABLE
ITB 14.1 ITB 23.2	14.1 All bid prices shall be quoted in Philippine Peso (PhP). 23.2 Each price component may have local (PhP/kWh) and foreign (USD/kWh) sub components.	Please confirm that USD denominated components are allowed.	Yes.
ITB 16.1	Bid Validity Bids shall remain valid up to the signing of the PSA.	Please confirm that bid validity is until October 10, 2023.	Bid security should be valid until the execution of the PSA or until January 20, 2024, whichever comes earlier.
ITB 16.2	16.2 In exceptional circumstances, the R8 JCPSP-JTPBAC may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB 16.1 in all respects.	May we know the instances where the R8 JCPSP-JTPBAC may request that the Bidders extend the period of validity for a specified additional period?	When the transactional schedule is adjusted by NEA and DOE beyond the 180 day bidding period.
ITB 17	Bid Security	Given that 1 year is considered as 1 lot, may we clarify the amount of bid security per year or per lot? Does it mean that it is Php500K is for every lot to be bid?	Please refer to ITB 17. Yes.

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
ITB 17.7	<p>"17.7. The Bid Security may be forfeited: x x x c. Any other reason prescribed by the R8 JCPSP-JTPBAC."</p>	<p>What other reasons shall be cause for forfeiture? For the avoidance of doubt, we request for all grounds for forfeiture of the Bid Security be specified.</p>	<p>JTPBAC will inform the Bidders for other grounds, if any.</p>
ITB 17	<p>ITB-17 BID SECURITY 17.7 The Bid Security may be forfeited: a. If the Bidder withdraws the Bid after Bid opening during the period of Bid validity; or b. In the case of a successful Bidder, if the Bidder fails within the specified Eme limit to sign the PSA; or c. Any other reason prescribed by the R8 JCPSP-JTPBAC.</p>	<p>Please provide an example of "other reason" prescribed by the R8 JCPSP-JTPBAC.</p>	<p>JTPBAC will inform the Bidders for other grounds, if any.</p>
ITB 19	<p>Submission of Bids and Authorization Bidder's representative(s) shall provide a duly notarized Secretary's Certificate authorizing them to submit, withdraw and participate in the bidding</p>	<p>Please confirm if this will be submitted in a separate envelope prior to the bid submission / opening of boxes.</p>	<p>To be submitted on or before submission of bids. Emailing us a copy is encouraged. Hard copy should also be submitted before the Opening of Bids.</p>

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
ITB 25	(c). For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the ECs as follows: (i) if the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the FRECOR8; (ii) if the project is no longer necessary as determined by the FRECOR8.	What does "project" refer to?	Project refers to the power supply procurement.
ITB Annex D	Annex D: Certificate Against Blacklisting and Graft Corrupt Practices	What are the extent of liabilities as used in the Certification?	All liabilities with the government.
ITB Annex E	Annex E: Secretary's Certificate Template	What should be inserted in the [Name of Project]? It is Region 8 Joint Competitive Power Supply Procurement? Please clarify.	Yes. Region 8 Joint Competitive Power Supply Procurement.
ITB Annex E	Annex E: Secretary's Certificate Template	Please confirm whether the Sec Cert is pro-forma, especially on the number of authorized representatives.	Yes, proforma. There is no limit as to the number of representatives.
ITB Annexes D, E, & F	Annex D: Certificate Against Blacklisting and Graft Corrupt Practices Annex E: Secretary's Certificate Template Annex F: Affidavit of Disclosure of Relations	Are the bidders allowed to revise the language of the templates to keep the integrity of the provisions under the TOR?	Please comply with the templates provided to maintain the integrity of the provisions under the TOR.
PSA Art. 1.4	1.4 At any time during the Contract Period, the Parties may enter into good faith negotiations to extend the Contract Period for a period not exceeding one (1) year under the same terms and conditions of this Agreement.	Are there any grounds for extension? Will this be subject to ERC approval? If yes, pending the ERC approval, will the parties implement the extension? If yes on implementing the extension, who will bear the risk for implementing the extension without ERC approval?	Any ground will be subject to agreement always subject to ERC approval. N/A N/A

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
PSA Art. 4	<p>4.1 The Seller shall, during the entire term of this Agreement, make available, sell and deliver, or cause to be delivered to the Buyer the [Contracted Capacity] at the Delivery Point, whether (at the Seller's sole discretion) sourced from the Facility or from other electricity generators including the WESM.</p> <p>4.2 The Seller shall guarantee supply and provide the Buyer with Replacement Power sourced from other generating facilities or third parties, including the WESM, during Outages of the Plant or Facility.</p>	Please confirm that Buyer also guarantees to pay for the cost of Replacement Power at the ERC-approved Contract Price and that in such instances when the Seller is able to provide replacement power regardless of the source, it will not be counted as an outage of the Seller.	No. Please refer to 5.2 of the TOR.
PSA Art. 5	<p>5. BUYER'S TECHNICAL OBLIGATIONS</p> <p>5.2 Nomination. For Associated Energy, BUYER shall submit to SELLER, a month-ahead nomination translated into hourly and daily schedule referred as the BCQ in seven (7) calendar days prior to the start of the next Billing Period, in accordance with the Nomination Protocol to be agreed by the Parties. BUYER may submit revisions on the BCQ Schedule on week-ahead and day-ahead basis. If BUYER fails or is unable for any reason to submit such revisions on the BCQ nominations, SELLER shall declare to the WESM the month-ahead or week-ahead nominations.</p>	Will FRECOR8 allow the bidders to have their proposed protocol for the nomination process?	Yes. It will be discussed with the ECs during PSA negotiation.

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
PSA Art. 7.1	<p>7. AVAILABILITY DECLARATION, NOMINATION, WESM OFFERS AND GENERAL DISPATCH</p> <p>7.1 The Seller shall periodically submit the applicable Availability Declaration to the Buyer considering the Scheduled and Unscheduled Outages of the Facility according to the following schedule:</p> <p>a) Year-Ahead Availability Declaration: Within one (1) week upon approval by the System Operator of the Seller's Scheduled Outage. b) Month-Ahead Availability Declaration: Not later than every 11:00 a.m. of the 15th day of each calendar month</p> <p>c) Week-Ahead Availability Declaration: Not later than every 11:00 a.m. of Wednesday of each week of the month d) Day-Ahead Availability Declaration: Not later than every 8:00 a.m. of the Trading Day immediately preceding the applicable Trading Day; and</p> <p>e) Real-Time Availability Declaration: For any changes in the Day Ahead Availability Declaration as applicable.</p>	Will FRECOR8 allow the bidders to have their proposed protocol for the nomination process?	Yes.
PSA Art. 7.2	<p>7.2 All Availability Declaration shall be in accordance with the requirements and processes set forth in this Agreement and the WESM Dispatch Protocol to be agreed by the Parties to implement this Agreement.</p>	Is the WESM Dispatch Protocol the same as the nomination Protocol mentioned in Section 5.2?	No.

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
PSA Art. 7.3	<p>7.3 The Buyer shall periodically submit the applicable nomination to the Seller considering the demand forecast of the Buyer and Availability Declaration of the Seller according to the following schedule:</p> <p>a) Year-Ahead nomination: Within one (1) week upon Submission of the Seller of its Year-Ahead Capacity Declaration</p> <p>b) Month-Ahead nomination: Not later than every 11:00 a.m. of the 19th day of each calendar month</p> <p>c) Week-Ahead nomination: Not later than every 11:00 a.m. of Friday of each week of the month</p> <p>d) Day-Ahead nomination: Not later than every 4:00 p.m. of the Trading Day immediately preceding the applicable Trading Day; and e) Real-Time nomination: Not later than four (4) hours before the applicable Trading Interval, if applicable only.</p>	Will FRECOR8 allow the bidders to have their proposed protocol for the nomination process?	Yes.

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
PSA Art. 9	<p>9.1 The Seller shall guarantee supply and provide the Buyer with Replacement Power sourced from other generating facilities or third parties, including the WESM, during Outages of the Plant or Facility.</p> <p>9.2 In all instances of outage regardless of cause, including delay in the initial delivery, the Supplier shall provide for the replacement power, notwithstanding Section 20 below.</p> <p>9.3 The cost of Replacement Power shall be the ERC-approved rate under the PSA, WESM Price, or the actual Replacement rate, whichever is the lowest.</p>	<p>Please confirm that the Buyer will provide flexibility to the Seller, during the PSA implementation, to source power from other sources, including the WESM, provided that it can guarantee the ERC-approved Contract Price and that such instance will not be counted as an outage of the Seller.</p>	<p>No. Please refer to 5.2 of the TOR.</p>
PSA Art. 11.1	<p>NON-PAYMENT</p> <p>11.1 If the Buyer and the Seller has agreed to enter into a restructuring of accounts, in any circumstances other than the force majeure, the succeeding payment of the restructured account shall not bear any interest.</p> <p>In the event when the Buyer has failed to pay the restructured account in accordance to the restructuring agreement made, the amount unpaid shall bear a daily interest, at a rate of six percent (6%) per annum, computed on a 360-day basis;</p>	<p>“In the event when the Buyer has fail to pay the restructured account in accordance to the restructuring agreement made, the amount unpaid shall bear a daily interest, at a rate of six percent (6%) per annum, computed on a 360-day basis (a) the per annum rate of interest equal to the prime lending rate prevailing in the United States of America as may from time to time be published in The Wall Street Journal under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by applicable law, if any”.</p>	<p>No. We maintain the PSA provision.</p>
PSA Art. 11.2	<p>Seller has the right to immediately suspend the delivery of electricity if the Buyer has failed to pay the restructured account.</p>	<p>Right to suspend should not be limited to parties agreeing to restructuring. We suggest the Seller may suspend delivery of Contract capacity (and associated energy) due to any non-payment by Buyer on the due date. We suggest to mutualize this provision.</p>	<p>We maintain the provision.</p>

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
PSA Art. 14	Discounts	Are the discounts provided in Section 14 negotiable such that Bidder may opt to delete some or all discounts or amend their terms?	They cannot amend the discounts offered but during the PSA negotiation they can amend for better terms.
PSA Art. 14.3	Collection efficiency discount	Please clarify how is this computed and how the Seller can verify the collection efficiency of the Buyer?	Based on the submitted MFSRs.
PSA Art. 15	Payment of the Buyer shall be in Philippine Peso	Energy fee in page 45 of the ITB allows for both local and foreign components. May we know why is the PSA limited to PHP/kWh?	PSA is for payment. ITB is for evaluation.
PSA Art. 17	FINANCIAL OBLIGATIONS ON TRANSMISSION AND INTERCONNECTIONS	Please confirm that this is indeed blank.	Yes. Subject to PSA negotiation.
PSA Art. 18.3	Governmental Charges that are included in the Contract Price	We propose to include below taxes to make other fuel types on equal footing in terms of taxes 1) Excise taxes that may be imposed in other fuel 2) Taxes that may be imposed to Seller in respect to environment, carbon or emission related taxes, climate change levy or similar taxes	See 18.2 of the PSA.

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
PSA Art. 18.5	<p>18.5 WESM Charges. The BUYER shall not be liable for any line rental charges, market fees and other similar fees imposed by the Wholesale Electricity Spot Market ("WESM Charges")</p>	<p>Please reconcile and clarify FRECOR 8's stand on sections 6.3 and 18.5. We would like to suggest having the Line Rental cost be a passed-on cost to the Buyer.</p> <p>This will ensure that the Bidder's proposal is not unfairly impacted by uncertainties or inaccuracies in modeling the Line Rental fees, which are ever changing, on a per billing period basis, depending on both grid and market conditions and regulation.</p>	<p>We maintain this provision but we can discuss this during the negotiation and finalization of the PSA.</p>
PSA Art. 19.1	<p>19.1 ON ACCOUNT OF RETAIL COMPETITION AND OPEN ACCESS (RCOA) From time to time upon and after the implementation of Retail Competition and Open Access, the Buyer shall deliver to the Seller a written notice specifying the reduction in Contract Capacity and Associated Energy resulting from the implementation of Retail Competition and Open Access, indicating when such reductions shall take place. Any such reduction shall be limited to an amount up to (but not exceeding) the amount of energy in respect of Contestable Customers of Buyer. Except for such reduction of the amount of Contract Capacity and Associated Energy to be specified by Buyer (including the resulting reduction in Capacity Payments and Energy Payments payable under this Agreement), all other terms and conditions of this Agreement shall remain in full force and effect. The Parties shall agree on and prepare the protocol to implement the reduction in the amount of Contracted Capacity as a result of the implementation of Retail Competition and Open Access.</p>	<p>We respectfully request that the reduction of contract capacity be reduced proportionately among all power suppliers, equivalent to the reduction in the demand of the Buyer's</p>	<p>Answered. See above.</p>

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
PSA Art. 19.2	<p>19.2 ON ACCOUNT OF FORCE MAJEURE</p> <p>The buyer shall be allowed a partial reduction of its contracted capacity due to Force Majeure defined under Section 21.</p>	<p>Please confirm if this is referring to Section 20.1.</p> <p>Please also confirm that this item is subject to negotiation upon finalization of the PSA (events, considerations, and FM on Buyer's and Seller's side).</p>	<p>Yes. It is referring to Section 20.1.</p> <p>Subject to PSA negotiation.</p>
PSA Art. 19.3	<p>19.3 ASSIGNMENT OF CONTRACTED CAPACITY</p> <p>The buyer may assign, transfer, designate or allocate its rights and obligations to purchase a portion of contract it no longer requires to:</p> <p>19.3.1 Any of its business segments without the prior consent of the Seller.</p> <p>19.3.2 Any affiliate, third party, or other ECs of FRECOR 8, subject to the consent of the Seller.</p> <p>The consent of the Seller shall not be unreasonably delayed or conditioned at the disadvantage of the Buyer.</p>	<p>We prefer that consent of the Seller is secured (but such consent shall not be unreasonably withheld), considering this may be novation of the contract and given the following points:</p> <ol style="list-style-type: none"> 1. Will buyer still be liable for any breaches of the assignee? 2. How will the CC be billed? 3. Who will bear the regulatory risk – the buyer or the assignee? 4. Will this assignment be subjected to ERC approval? 	<p>No. The assignee will be liable.</p> <p>NA.</p> <p>The assignee will bear the regulatory risk.</p> <p>Yes, but it is part of the PSA. If the PSA will be approved by ERC with the assignment provision, any assignment will be governed by the approved PSA.</p>
PSA Art. 20	Force Majeure	Please confirm that this item is subject to negotiation upon finalization of the PSA (events, considerations, and FM on Buyer's and Seller's side).	Yes, we confirm.
PSA Art. 20	Force Majeure	Force Majeure is defined only in relation to the Buyer. We suggest that Force Majeure should apply mutually to both Buyer and Seller in keeping with contract law. Is the expectation such that Seller will provide electricity even during typical events of Force Majeure such as catastrophes, pandemics, etc.?	To be amended to include Seller.

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
PSA Art. 20	Force Majeure 20.1.3. Any analogous event that may relate to a power system emergency that shall affect the continuity of delivery of power by the Buyer.	Suggested revision: "20.1.3. Any analogous event that may relate to a power system emergency or market intervention by the System Operator that shall affect the continuity of delivery of power by the Buyer or the delivery of supply by the Seller."	We retain the provision.
PSA Art. 20.3	There will be no payment of any capacity fee or any capacity that the Buyer cannot accept, in case of outage during any force majeure.	In the event that the Buyer cannot accept any Contract Capacity, whole or in part, Seller should be able to sell the affected capacity to third party. We suggest to mutualize provision.	Noted.
PSA Art. 21	Change in Law	Please reconcile Sections 21.3 and 21.4. When can parties terminate and when will the issue be brought to Dispute Resolution?	Subject to PSA negotiation.
PSA Art. 21.2	xxx. the parties will meet to discuss.	We suggest to consider the following language under Section 21.3. For Change in Law that has material effect (i.e. including financial) on the Sellers, Seller may suspend delivery of contract capacity until ERC approves the amendment pursuant to 21.3.	We maintain provision of the PSA.

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
PSA Art. 23	<p>23.1.2. Seller Event of Default. Any of the following events shall constitute a Seller Event of Default in respect of the Seller:</p> <p>23.1.2. 1 Failure to make a payment to the Buyer as required by this Agreement when due, provided such failure is not remedied within five (5) Business Days after the Seller's receipt of written notice requesting such payment;</p> <p>23.5 EXTENDED FORCE MAJEURE If an event of force majeure as defined herein shall exceed sixty (60) consecutive days and the affected party cannot fully perform its obligations under this Agreement, either party may terminate this Agreement by providing written notice within the 60-day period of the force majeure.</p>	<p>What payments are due to the Buyer?</p> <p>Please confirm that this provision can be negotiated with the winning bidder.</p>	<p>I.e, discounts, difference from the ERC approved rate versus applied rate, if any.</p> <p>Yes we confirm.</p>
PSA Art. 23	Termination of Agreement/Events of Default	We suggest putting definite cure periods where applicable in Events of Default, in addition to the Mitigation Measures provided under Section 23.1.5.	Subject to PSA negotiation.
PSA Art. 23.6	<p>CESSATION OF OPERATION In the event that the DU ceases operation due to a lawful order of legal authorities or expiration of the franchise to operate, this Agreement shall be terminated automatically without any further action required from either Party.</p> <p>Upon termination, both Parties shall have no further obligation or liability to each other, except for any outstanding obligations that have accrued prior to the cessation of operation of the DU.</p>	<p>This should be without prejudice to rules on dissolution and winding up of corporations, cooperatives, and franchise grantees, where applicable.</p> <p>May we request information from FRECOR 8 as to the status of each of the members' franchises?</p>	<p>Yes.</p> <p>Franchises are still effective.</p>

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
PSA Art. 24	<p>ERC RATE APPROVAL</p> <p>In the event that the Energy Regulatory Commission (ERC) approves a final rate for power supply that is lower than the rate agreed upon in this Agreement, such approval shall not be a valid ground for the termination of this Agreement by either Party. The Buyer shall not be held liable for any difference between the PSA rate and the ERC approved final rate.</p>	<p>Please confirm our understanding that this does not preclude the bidder from filing a motion for reconsideration before the ERC (with the buyer's participation and cooperation) in case of a downward rate adjustment.</p> <p>If there is a downward rate, is this still subject to an MR? If an MR is filed, will the Buyer support and be a signatory to the MR?</p>	No. Not subject to MR.
PSA Art. 27	<p>27. ASSIGNMENT</p> <p>Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party. Replacement of Power by a third party shall not be construed as an assignment within the purview</p>	We suggest that the right to assign is qualified to the effect that GNPk may assign the Agreement without prior written consent to: (i) any affiliate or (ii) any entity as required by its financing documents.	We maintain the provision as provided.
PSA Art. 28.2	<p>28.2</p> <p>Arbitration. If an Executive Resolution is not reached within 30 days from commencement or if a party refuses to undertake the meeting as stated in the prior Section, the dispute shall be referred for arbitration by an independent arbitrator selected by the parEes. Any arbitration referred by the parties shall be conducted in Region VIII or Metro Manila, in accordance with the pertinent provisions of R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".</p>	Who is the arbitrator envisioned by R8? Can we already name an entity as the arbitrator – such as PDRCI?	Negotiable during the PSA finalization.
General Comment		Is the Line Rental for the account of the Buyer?	Yes.
General Comment		For the RPS baseload requirement, we note that the methodology of RECs calculation and allocation involves prorating based on the eligibility and BCQ of the RPS eligible facility. Please confirm.	Question not clear.
General Comment		Will the PSA Applications be done per electric cooperative?	Yes.

REFERENCE	PROVISIONS	QUESTIONS/COMMENTS	REPLIES
General Comment		Until when should the bid security be valid for and when will it be returned?	Bid security should be valid until the execution of the PSA or until January 20, 2024, whichever comes earlier. (Already answered by Bid Bulletin 2)
Info Memo Sec. 4	<p>"Discounts and Other Terms Affecting Price. Discounts, such as Prompt Payment Discount (PPD) incentive for advance payments, shall be treated as "Other Revenue" in accordance with EPIRA Law which prescribes that 50% of "Other Revenue" be returned to consumers.</p> <p>For Bids evaluation, any discount offered will not affect the calculated Bid Price. "</p>	Discounts should not be included in the Pricing Evaluation workbook or in the calculation of LCOE	<p>Regarding the discount required to be offered, after considering the comments from the bidders and after careful review of the TOR, it has been resolved that the bidders shall be required to offer discounts such as ppd and other incentives as required under 4.4 of the TOR, and the same shall be considered in the evaluation, not merely to break the tie.</p> <p>Price after Discount= Bid Price x (1 - (0.5 x total discount(%)))</p>

		FOLLOW-UP QUESTION (Aug. 11, 2023)	
Bid Bulletin No. 2 (TOR 3.1)		Resending this question as this was not address on the Bid Bulletin No. 2. Please reconcile item 3.1 with ITB 23.2.	No conflict. Bids shall be in PHP/kWh
Bid Bulletin No. 2 (ITB 1.2)	"Starting Sept 2023 due to short fall of other EC"	Impossibility for Winning Bidder to start supply of RPS on 26 Sep 2023 because Joint filing is still targetted on 25 October 2023.	September 26, 2023 as stated in the TOR and approved by the DOE. So we have to indicate Sept 26 as the delivery period however it is clear that the delivery will commence upon the issuance of the ERC Provisional Authority or PSA approval. See 2.4a of TOR.
Bid Bulletin No. 2 (ITB 7.2.f)	"No, the MFSR is a separate document from the 2018-2022 AFS."	Can the R8 ECs also provide the MFRSs for the last twelve (12) months?	AFS is available instead of MFSR.
Bid Bulletin No. 2 (Technical (j.6))		Resending this question as this was not address on the Bid Bulletin No. 2. Please verify if the requirement for the uncontracted capacity of the power plant shall be removed as agreed during the Pre-bid Conference.	No. This is still required. We would like to check your uncontracted or available capacity.
Bid Bulletin No. 2 (Technical (j.7))	Plant record will suffice for this requirement. Submission shall be duly signed by the plant manager or authorized rep.	Please reconfirm that the bidder may submit the same certification issued by the NGCP as stated in Technical requirements item j.8 and that the Plant record will only be a substitute in case there is a delay in the issuance of said certificate by the NGCP.	Answered.
Bid Bulletin No. 2 (Technical (l))	To verify plant performance in terms of dispatch	This may not totally reflect plant performance as GenCos has "strategies" on its dispatch of the Plant.	Noted.
Bid Bulletin No. 2 (ITB 9.1 "Class B")	c. A letter authorizing the RB JCPSP-JTPBAC or its duly authorized representative/s to review or verify submitted documents;	Please confirm that this is already covered by ITB Annex H.	Yes.

		FOLLOW-UP QUESTION (Aug. 11, 2023)	
Bid Bulletin No. 2 (ITB 23.5)	"The Bidder shall specify its offer of prompt payment discount and other incentives to the Distribution Utility (DU) in its bid proposal. However, discounts and incentives specified by the bidder shall only be utilized in the event of a tie between two or more bids. In such instances, where the total bid prices are identical, the discounts and incentives offered by the tied bids shall be considered to break the tie. The discounts shall be applied to the respective bid prices, and the lowest bid after applying the offered discount and incentives shall be considered the Lowest Calculated Bid (LCB). The application of discounts and other incentives to resolve ties shall be conducted transparently and in accordance with the method indicated in the evaluation form."	Are the discounts such as Prompt Payment Discount (PPD) a MUST OFFER requirement for the Bid Proposal or simply voluntary?	Discounts are required.
Bid Bulletin No. 2 (ITB 28)	"We cannot consider the suggestion because the 30- day requirement is prescribed under the DOE Circular."	30 calendar days Joint filing before the ERC from target signing of the PSA on 10 October 2023 should be up to 09 November 2023 (and not 25 October 2023)	You are correct. But the requirement is within 30 day period.
Bid Bulletin No. 2 (Annex H)		Please confirm that that Bidders are free to replace the word "Board Resolution No." to "Secretary's Certificate"	Yes.
Bid Bulletin No. 2 (General Comment)	"The first thing to do is to harmonize. If the inconsistency is irreconcilable, the PSA shall prevail."	We noted some inconsistency between Bid Bulletin No. 2 and the discussion/agreement during the Pre-bid Conference.	Bid Bulletin covers clarifications/amendments made during the Pre-Bid and after the Pre-Bid.
Bid Bulletin No. 2 (PSA Art. 2)	"We maintain the provision under the PSA template."	Please reconsider this suggestion. It is obvious that there is something wrong with the current PSA wording particularly the statement: "...upon the approval of this Agreement by the Energy Regulatory Commission (ERC) or the issuance of a Provisional Authority by the ERC, whichever comes first"	We maintain the provision to be consistent with the TOR.

		FOLLOW-UP QUESTION (Aug. 11, 2023)	
Bid Bulletin No. 2 (PSA Art. 7.1)	<p>Availability Declaration, Nomination, WESM Offers and General Dispatch</p> <p>"xxx The Seller shall periodically submit the applicable Availability Declaration to the Buyer considering the Scheduled and Unscheduled Outages of the Facility according to the following schedule:</p> <p>a) Year-Ahead Availability Declaration: Within one (1) week upon approval by the System Operator of the Seller's Scheduled Outage.</p> <p>b) Month-Ahead Availability Declaration: Not later than every 11 :00 a.m. of the 15th day of each calendar month</p> <p>c) Week-Ahead Availability Declaration: Not later than every 11:00 a.m. of Wednesday of each week of the month</p> <p>d) Day-Ahead Availability Declaration: Not later than every 8:00 a.m. of the Trading Day immediately preceding the applicable Trading Day; and</p> <p>e) Real-Time Availability Declaration: For any changes in the Day-Ahead Availability Declaration as applicable."</p>	<p>Resending this question as this was not addressed on the Bid Bulletin No. 2.</p> <p>Please clarify how to comply with the requirement for unscheduled outages.</p>	<p>The TOR does not allow outages. In this case, the GenCo shall be responsible for the replacement power whether during scheduled or unscheduled outages.</p> <p>Details will be discussed during PSA Negotiation</p>
PSA Art. 9.3	<p>Outages and Replacement Power</p> <p>"xxx The cost of Replacement Power shall be the ERC-approved rate under the PSA, WESM Price, or the actual Replacement rate, whichever is the lowest."</p>	<p>(1) Please clarify if the original provision would still be maintained such that Replacement Power during outages of the Plant shall be paid at either the ERC-approved rate under the PSA, WESM Price or the actual Replacement rate, whichever is the lowest.</p> <p>(2) How would the WESM Price be considered in the payment of Replacement Power, based on each trading interval price or the average for the Billing Period?</p>	<p>1. Yes.</p> <p>2. PSA negotiation.</p>
Bid Bulletin No. 2 (PSA Art. 22)	"We maintain the provision under the PSA template."	We hope all the R8 ECs would commit to always pay its power bill in full and "on or before Due Date".	Noted.

		FOLLOW-UP QUESTION (Aug. 11, 2023)	
Bid Bulletin No. 2 (PSA Art. 33)	Supplementary Clause "xxx In the event of any conflict or inconsistency between the provisions of this Agreement and the incorporated documents, the provisions of this Agreement shall prevail."	We noted some inconsistency between Bid Bulletin No. 2 and the discussion/agreement during the Pre-bid Conference.	Bid Bulletin covers clarifications/amendments made during the Pre-Bid and after the Pre-Bid.

ANNEX K
LIST OF THE R8 JCPSP-JTPBAC, JTWG. & SECRETARIAT

TPBAC:

1. Atty. Edson Piczon (LEYECO II) - Chairman
2. Engr. Richard Forsuelo (LEYECO III)
3. Engr. Nilo Estopa (NORSAMELCO)
4. Atty. Keneth B. Fabila, CPA - Captive Market Representative
5. Vida Ureña - Captive Market Representative

LEGAL TEAM:

1. Atty. Tyron Jan Albao (LEYECO II)
2. Atty. Peter Joven De Oño (LEYECO II)

TWG:

1. Engr. Jennafin B. Rojas (NORSAMELCO)
2. Engr. Eric Fabroa (NORSAMELCO)
3. Engr. Sandy Montero (SAMELCO I)
4. Mark Diaz, CPA (SAMELCO I)
5. Engr. Gemil Longara, Jr. (SAMELCO II)
6. Rolando Padua, Jr. (ESAMELCO)
7. Ayesa Grace Abing, CPA (ESAMELCO)
8. Engr. Melben Abrera (DORELCO)
9. Marinchí Olarte, CPA (DORELCO)
10. Engr. Jenny Longjas (LEYECO II) -
11. Engr. Justin Bacsal (LEYECO II)
12. Atty. Lerma E. Advincula, CPA (LEYECO III)
13. Engr. Janet Notarte (LEYECO IV)
14. Rhea Jane A. Bersamin, CPA (LEYECO IV)
15. Engr. Hadji Herbolingo (LEYECO IV)
16. Engr. Michael Guinarez (LEYECO V)
17. Roel Cabillo (LEYECO V)
18. Nino Caparoso (LEYECO V)
19. Engr. Arnel L. Banzon (LEYECO V)
20. Paula M. Lumacang, CPA (LEYECO V)
21. Mark Obligado, CPA (SOLECO)
22. Engr. Melvin Cadao (SOLECO)
23. Engr. Francis Basco (SOLECO)
24. Maureen Dela Pena-Nierra, CPA (BILECO)
25. Engr. Jasper Bagdoc (BILECO)

SECRETARIAT:

1. Donald O. Velasco, CPA (FRECOR 8)
2. Indira Palomo, CPA (SAMELCO II)
3. Shella Mae C. Calapano, CPA (ESAMELCO)
4. Engr. Karelle Faye L. Ramirez (LEYECO II)

ANNEX L.
LIST OF FRECOR 8 OFFICERS

President: Joselito P. Yap

Vice-President: Engr. Fernan Paul Tan

Secretariat: GM Joey Talon, CPA

Treasurer: GM Brenda Ampolitod

Board of Directors:

GM Allan Laniba

GM Atty. Jannie Ann Dayandayan, CPA

GM Engr. Jonathan Empeño

GM Engr. Gerardo Oledan

OIC GM Noel Delator

GM Atty. Jose Michael Edwin Amancio, CPA

AGM Hector Tabilisma

ANNEX M.
DOCUMENTS COMPRISING THE BID

