

NEGROS OCCIDENTAL ELECTRIC COOPERATIVE (NOCECO)
COMPETITIVE SELECTION PROCESS (CSP)
FOR THE SUPPLY OF 10MW BASELOAD REQUIREMENT OF NOCECO
TO SUPPLY POWER FOR 2023-2033

SUMMARY OF QUERIES RECEIVED AND NOCECO TPBAC REPLY

| NO. | REFERENCE DOCUMENT | ITEM / SECTION | PROVISION | CLARIFICATION/ RECOMMENDATION | NOCECO REPLY | SOURCE DOCUMENT |
|------------|---------------------------|--------------------------------|---|---|---|------------------------|
| 1 | TOR/PSA | Contracted Energy/Schedule 1 | Minimum Energy of 100% from the TOR vs as Nominated Basis in the PSA | May we clarify the load factor that we can expect in the actual PSA execution? Is 100% baseload energy/MEOT in the TOR binding? | NOCECO shall purchase 10MW, every hour for the billing period, unless there is Force Majeure in which 5.3 shall apply which states that NOCECO shall not be required to make payments for Capacity that is unavailable and Capacity that it cannot accept. | 1st SET OF MATRIX |
| 2 | ITB | TARIFF STRUCTURE (LANDED COST) | No indexation, increase or escalation on Capital Recovery Fee (CRF) and Fixed O&M | We request to consider PH CPI escalation. | The provisions stated in the ITB indicating that there shall be no indexation in the CRM and FOM has already been duly approved by NEA and DOE. PH CPI escalation can be reflected on the forecasted amounts for Variable O&M and Fuel Fee. The CRF and the FOM shall remain fixed. | 1st SET OF MATRIX |
| 3 | ITB | TARIFF STRUCTURE (LANDED COST) | The total bid amount for the CRF and the Fixed O&M shall not exceed Php 2.40/kWh | What is the basis of the P2.40/kWh? Is there a price cap? | This was based on the average CRF and FOM rates approved by the ERC. | 1st SET OF MATRIX |
| 4 | ITB | SECURITY DEPOSIT | Security Deposit shall not be required from NOCECO | We propose to mutualize provision on Security Deposit. | Denied. Bidder may take into account the proven track record of NOCECO in settling financial obligations to its power suppliers. | 1st SET OF MATRIX |

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| 5 | CSP Portal Invitation to Bid | Replacement Power | <p>Supplier shall be obliged to look for and provide the Replacement Power (RP) for the following events: 1.Delay of supply of contracted capacity on target delivery date. 2.Outages, scheduled or un-scheduled</p> <p>NOCECO shall pay the Supplier with the RP rate equivalent to the ERC approved contract rate or actual, whichever is lower. In the event that Supplier cannot provide NOCECO with a replacement power, NOCECO shall be allowed to source the replacement power at the expense of the Supplier.</p> | <p>Suggest to revise this to: Supplier shall be obliged to look for and provide the Replacement Power (RP) for the following events:</p> <ol style="list-style-type: none"> 1. Delay of supply of contracted capacity on target delivery date. (except in case of (i) regulatory delay, i.e. erc approval; (ii) delay in Visayas-Mindanao Grid interconnection; 2. Outages, scheduled or unscheduled <p>NOCECO shall pay the Supplier ith the RP rate equivalent to the final ERC approved contract rate (subject to adjustment and recovery in case of PA rate) or actual replacement cost incurred by the Supplier, whichever is lower.</p> <p>In the event that Supplier is not excused under this Agreement to provide NOCECO with a replacement power, NOCECO shall be allowed to source the replacement power at the expense of the Supplier.</p> | Denied. | 2ND SET OF MATRIX |
| 6 | CSP Portal Invitation to Bid | Force Majeure | V. accidents of navigation or breakdown or injury of vessels, accidents to harbors, docks, canals, or other assistance to or adjuncts of shipping or navigation; | Why does navigation accidents figure in force majeure – for the NOCECO delivery of power? | The provision on Force Majeure application is not limited to NOCECO alone. Thus, this FM event may be applicable to possible delay in delivery of power due to unavailable fuel caused by item V. | 2ND SET OF MATRIX |

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| 7 | CSP Portal Invitation to Bid | Force Majeure | NOCECO shall not be required to make payments for any of the following: >>Capacity that is unavailable >>Capacity that it cannot accept | Suggest to revise this as: During a valid claim of Force Majeure, NOCECO shall not be required to make payments for any of the following: >> Capacity that is unavailable >> Capacity that it cannot accept | 6/20 : This has been updated in the latest version on the draft PSA | 2ND SET OF MATRIX |
| 8 | CSP Portal Invitation to Bid | Penalties | The SELLER shall be penalized (monetary, etc) in cases of the following events and circumstances: i. Delay in Delivery on Target Delivery Date. ii. Given that the requirement states that there is no "Outage Allowance", the SELLER shall be penalized should it fail to provide Replacement Power if the main power plant source cannot deliver power, resulting in a failure of delivery of power; and iii. Other provisions found in this PSA. | Please clarify if this monetary and other penalties not specified are on top of the penalty provisions and remedies already available in the other provisions of the Agreement. We propose this to be deleted. | The computation of Penalties shall be based on the following: Total Contracted Energy multiplied to ERC-approved contract price or the prevailing spot market price for the hours in which the Supplier is unavailable, whichever is HIGHER. 6/20 : This has been updated in the latest version on the draft PSA | 2ND SET OF MATRIX |
| 9 | CSP Portal Invitation to Bid | Grounds for Termination | Material breach of the defaulting party's obligations under the PSA, subject to a prescribed cure period. The grounds for termination shall be discussed by NOCECO and the winning bidder. | Kindly insert this: mutual termination grounds must be agreed upon | Please see Article 9 of the Draft PSA for the detailed provisions. | 2ND SET OF MATRIX |

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| 10 | CSP Portal Invitation to Bid | GROUNDS FOR TERMINATION | ERC delayed approval, whether provisional or final, of more than one (1) year upon application for joint approval of the PSA. | We propose to set a fixed date or 1 year upon pre-filing with the ERC. | This can be re-phrased to: ERC delayed provisional approval of one (1) year upon pre-filing of the joint approval of the PSA. 6/20 : This has been updated in the latest version on the draft PSA | 1st SET OF MATRIX |
| 11 | CSP Portal Invitation to Bid | Grounds For Termination | vii. ERC delayed approval, whether provisional or final, of more than one (1) year upon application for joint approval of the PSA. | The PSA should not be terminated after 1 year of filing It should be only an option for the Supplier to terminate the PSA if this happens. | We remain in our stand that this shall be a ground for termination. However, during the 1st set of Summary of Matrix, it was suggested to re-phrase it to: ERC delayed provisional approval of one (1) year upon pre-filing of the joint approval of the PSA. 6/20 : This has been updated in the latest version on the draft PSA | 2ND SET OF MATRIX |
| 12 | CSP Portal Invitation to Bid | Reduction in Contracted Capacity | Contracted capacity may be adjusted in proportion to all contracted volume and capacity from all suppliers if there is a reduction in the capacity due to RCOA implementation and any other issuances by the Philippine government in which NOCECO is obliged to comply. Revision of monthly minimum energy off-take shall be undertaken by both parties. | NOCECO should be responsible for the contracting portfolio. Reduction in contracted capacity is not the concern of the Supplier which is passive – NOCECO is responsible for management of load – generator acknowledges – and will accept in the case of movement or closure of NOCECO's customers. | Please see Section 3.6 on the draft PSA for more details on how the Reduction of Contracted Capacity shall be negotiated between Supplier and NOCECO. | 2ND SET OF MATRIX |

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| 13 | CSP Portal Invitation to Bid | Reduction in Contracted Capacity | | The reduction in contracted capacity must only affect the variable charges, but not fixed charges, which is attributable to the commitment of making the capacity available, hence prohibiting suppliers from marketing the same to others. | NOCECO remains in its position for this provision. | 2ND SET OF MATRIX |
| 14 | CSP Portal Invitation to Bid | Regulatory Approvals | <p>NOCECO and Supplier shall file with the ERC the joint application for the approval of the PSA in accordance with ERC Rules within thirty (30) calendar days upon signing of PSA. The Power Supplier shall make the necessary adjustments in accordance with the directive of the ERC.</p> <p>The Supplier shall provide for the legal services of the joint application, with full support from NOCECO.</p> <p>Downward adjustment in the rates shall not be a ground for the termination of the contract and NOCECO shall not be made to shoulder the incremental difference.</p> | It says joint filing but responsibility for the action is on the Supplier only. It should be both ways for NOCECO and the Supplier - when rates are reduced by the ERC, the risks should be borne by both NOCECO and Supplier. | <p>NOCECO remains in its position for this provision.</p> <p>6/20 : This has been updated in the latest version on the draft PSA</p> | 2ND SET OF MATRIX |

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| 15 | Instruction to Bidders (ITB) | 3. Definition of Terms | Contract Period / Cooperation Period - refers to the ten-year period commencing on the Effective Date. | Suggest to revise this to: 10 years from commencement date, unless otherwise terminated in accordance with the provisions of the PSA. The commencement date of the contract shall be (i) the immediately 26th day of the month following ERC approval, whether provisional or final, or (ii) December 26, 2023; whichever is later. | <p>As stated in the previous Matrix of Comments, we state:</p> <p>Commencement Date or Commercial Operation Date shall be added on the definition of terms</p> <p>Commencement date shall be the date that the contract shall start which shall be on a) 26th day of December 2023, assuming the ERC approval is acquired by both parties, whether provisional or final, or b) the next immediate 26th of the month following the approval of ERC.</p> <p>6/20 : This has been updated in the latest version on the draft PSA and the FITB</p> | 2ND SET OF MATRIX |
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| 16 | ITB | 6. Clarification and Amendment of Bidding Documents | 6.1. Bidders who purchased the Bidding Documents may request clarification(s) pertaining to any part of the Bidding Documents. These shall be made using the Matrix of Comments template provided in Annex D-7 and which shall be sent to nocecotpbac@gmail.com and nocecocsp@gmail.com using the authorized email address registered by the Bidder. The deadline for submission of queries shall be on May 03, 2023, at 5:00PM, Philippine Standard Time. Bidders shall also provide the name of one (1) person as its authorized contact person/representative, together with contact details in the conduct of the Pre-bidding and Bidding Conference. | Will the bidders still allowed to send follow up questions after the pre-bid? | Yes. Bidder may send in additional questions until May 12, 2023 5PM. 6/20: 2nd Prebid has been done. TPBAC will issue Summary of all the Queries received and updated TPBAC answer, if any. | 1st SET OF MATRIX |
| 17 | ITB | 7. Pre-Bid Conferences | | We request to allow more than 1 representatives during the pre-bid conference and authorize to ask questions and clarifications. | Please refer to Bid Bulletin No. 01, item 3: Bidders may have three (3) attendees including the authorized representative. | 1st SET OF MATRIX |

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| 18 | ITB | 8. Eligible Bidders | 8.2. The Bidder must have a power plant/s connected to the Luzon-Visayas Grid which has an available and dependable capacity no lesser than the requirement of NOCECO. The full contracted capacity required by NOCECO must be sourced from the said power plant/s. | Are the bidders allowed to offer a fleet supply for as long as we comply with 8.2? | Yes | 1st SET OF MATRIX |
| 19 | Instruction to Bidders (ITB) | Item 8.2 | 8.2. The Bidder must have a power plant/s connected to the Luzon-Visayas Grid which has an available and dependable capacity no lesser than the requirement of NOCECO. The full contracted capacity required by NOCECO must be sourced from the said power plant/s. | Our plant is located in Mindanao but with the Mindanao-Visayas Interconnection project, we can supply to NOCECO on the target date of December 26, 2023. | Please provide a signed certification from NGCP stating that the Mindanao-Visayas connection is ready by target date and can accommodate the complete delivery of power supply of Bidder to NOCECO on target date. 6/20: This has been updated in the FITB and Annex C Checklist of Requirements | 2ND SET OF MATRIX |
| 20 | ITB | 8. Eligible Bidders | 8.5. Bidders must have a debt ratio not exceeding 50% as reflected in the 2020 Audited Financial Statements. | Do we need to update this to 2022 AFS reference? | 6/20: Please see updated version in the FITB, including formula to be used in computing the debt ratio | 1st SET OF MATRIX |

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| 21 | Instruction to Bidders (ITB) | Item 8.5 | Bidders must have a debt ratio not exceeding 50% as reflected in the 2020 Audited Financial Statements | On Commercial Operation Date (COD) our Debt Ratio was at 80%. This was the leverage agreed with the banks for our Project Financing of MPC. Meaning, it is at this debt ratio that banks were confident of being paid their principal and interest in full. Given this situation, may we request for your consideration on this matter? We would like to know if there is an equivalent financial measure as debt ratio cannot be the only basis for financial capability. | 6/20: Please see updated version in the FITB, including formula to be used in computing the debt ratio | 2ND SET OF MATRIX |
| 22 | Instruction to Bidders | C.8.5 Bidder's Eligibility, Responsibilities, and Disqualification | Bidders must have a debt ratio not exceeding 50% as reflected in the 2020 Audited Financial Statements. | Under the 2006 PGC, reiterated in the 2016 PGC, the prescribed debt-equity ratio is 70%-30%? Why is the required debt ratio limited to 50% only? | 6/20: Please see updated version in the FITB, including formula to be used in computing the debt ratio | 2ND SET OF MATRIX |
| 23 | Instructions to Bid | C. Bidder's Eligibility, Responsibilities and Disqualification, 8.5 Eligible Bidders | Bidders must have a debt ratio not exceeding 50% as reflected in the 2020 Audited Financial Statements. | Will a debt ratio over 50% result in the disqualification of a Bidder? | Yes, consistent with the approved TOR by the DOE and NEA 6/20: Please see updated version in the FITB, including formula for debt ratio. | 3RD SET OF MATRIX |

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| 24 | ITB | C. Bidder's Eligibility, Responsibilities and Disqualification, 8.5 Eligible Bidders | Bidders must have a debt ratio not exceeding 50% as reflected in the 2020 Audited Financial Statements. | Request NOCECO TPBAC to exempt bidders that will exceed the 50% D/E ratio. The generation financial standards portion of the PGC requires GENCO's to have only 70-30 D/E ratio because 50% DSCR means that the Company will have a higher EIRR because of the risk involved in the project. We feel that these provision will only favors only the few and limit qualification of newly built power plant. | 6/20: Please see updated version in the FITB, including formula to be used in computing the debt ratio | 4TH SET OF MATRIX |
| 25 | ITB | 8. Eligible Bidders | 8.6 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any government or other entity in accordance with Annex D-6 hereof Annex templates | Are the bidders allowed to propose edits to the templates? | No. | 1st SET OF MATRIX |
| 26 | ITB | 11.1 | For this purpose, "Unsatisfactory Performance" means any of the following within five (5) years prior to the Deadline of Bid Submission | Will a plant which has commercially operated for less than 5 years be disqualified under this provision? | 6/20: Please see updated version in the FITB | 2ND SET OF MATRIX |
| 27 | 11.1 Disqualification | c | the termination or suspension of any such project, operation or contract | We would just like to clarify that this also specifically pertains to PSAs | Yes, for PSAs only. | 3RD SET OF MATRIX |

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| 28 | ITB | 11.1 | For this purpose, "Unsatisfactory Performance" means any of the following within five (5) years prior to the Deadline of Bid Submission | Will a plant which has commercially operated for less than 5 years be disqualified under this provision? | 6/20: Please see updated version in the FITB | 4TH SET OF MATRIX |
| 29 | ITB | 11.3 Disqualification of Bidder | i. Board Resolution/Secretary's Certification of the Bidder's Authorized Representative to the NOCECO-CSP process and the Transaction, and Authorized Signatory/ies to the Bidding Documents and the PSA. | Should the Secretary's Certificate specify "NOCECO-CSP" or a general "CSP" will suffice? | NOCECO-CSP | 2ND SET OF MATRIX |
| 30 | 11.3 | i | Board Resolution/Secretary's Certification of the Bidder's Authorized Representative to the NOCECO-CSP | We would like to confirm that either a Board Resolution or a Secretary Certificate will be accepted | Yes | 3RD SET OF MATRIX |
| 31 | ITB | 13. Documents Comprising the Bid | 13.2. The Bid shall be accompanied by a sworn affidavit of the Bidder's officers, directors, and controlling stockholders that they are not related to: | Related to Annex D-5, can we limit the list to named BOD in the GIS or to an extended named officers in the GIS? | This includes the extended named officers in the GIS and the BOD. | 1st SET OF MATRIX |
| 32 | ITB | 14.2. Class "A" Documents | 14.2.1 c) Verified Certification showing list of Board of Director and Board Members of the Ultimate Parent Company, its Subsidiaries, and all its affiliates. | Is the GIS acceptable for this requirement? | We require a Verified Certification showing the required information. | 1st SET OF MATRIX |

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| 33 | ITB | 14.2. Class "A" Documents | 14.2.1 d) Shareholder's Agreement. | It's stated in Annex C Documents Checklist that it's either Shareholder's Agreement or the company's General Information Sheet, can this still be standardized? | Annex C 1.2.d shall be revised to "Shareholder's Agreement" only. | 1st SET OF MATRIX |
| 34 | 14.2.1 Legal Documents | c and d | Verified Certification showing list of Board of Director and Board Members of the Ultimate Parent Company, its Subsidiaries, and all its affiliates | What type of certification? will the honorable TPBAC provide template. This already be covered by AOI, By-Laws and General Information Sheet | Please provide what is being required in c and d | 3RD SET OF MATRIX |
| 35 | Instructions to Bid | 14.2.1 Legal Documents | d) Shareholder's Agreement. | Why is the Shareholder's Agreement required considering this is not a publicly available document? | This shall be applicable for new plants operating for less than one year. | 3RD SET OF MATRIX |
| 36 | ITB | 14.2.1 Legal Documents | h.ii. Proof of VAT payments for the past six (6) months | Pursuat to RMC No. 5-2023, VAT registered taxpayers are no longer required to file BIR Form No. 2550M pertaining to transactions that occurred beginning January 1, 2023. Can we submit only the following instead? 2550M Oct 2022 2550M Nov 2022 2550Q Dec 2022 2550Q Mar 2023 (for Jan-Mar) | 6/20: Please see updated version in the FITB | 1st SET OF MATRIX |

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| 37 | ITB | 14.2.2 Technical Documents | <p>b) Matrix of Bidder's ongoing projects and generation portfolio with the following minimum information for each power plant: [...] vi. Number and average duration of scheduled and unscheduled outages for the last five (5) years, or the actual outage data for new power plants operating for less than five years supported by a Certification issued by the System Operator or client distribution utility</p> | <p>Please confirm that the certification issued by the System Operator or client distribution utility is only applicable for new power plants operating less than 5 years.</p> | <p>The required certification issued by the System Operator or Client Distribution Utility is both for EXISTING and NEW power plants.</p> <p>6/20: Please see revision on updated FITB</p> | 1st SET OF MATRIX |
| 38 | Instruction to Bidders (ITB) | Item 14.2.2 | <p>Matrix of Bidder's customers with whom the Bidder have power plant operation, rental or power supply contracts. The statement shall include, for each customer the following:</p> <ul style="list-style-type: none"> i. Name and address of company ii. Telephone, cellphone and fax numbers, website URL, and email address of the company iii. Name and position of authorized contact person(s) iv. Telephone and cellphone number and email address of contact person(s) | <p>As mandated by the Data Privacy Act and also because we have a standing Non-Disclosure Agreement with our customers, the list of customers that we will submit is limited to those customers who have given their consent to be included in the list.</p> | <p>6/20: Please see revision on updated FITB and Annex B-2</p> | 2ND SET OF MATRIX |

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| 39 | ITB | 14.2.2.b | <p>b) Matrix of the Bidder's ongoing projects and generation portfolio with the following minimum information for each power plant:</p> <ul style="list-style-type: none"> i. The name of the power plant ii. Installed and dependable capacity of the power plant iii. Type of power plant according to fuel or energy source iv. Location (address) of power plant v. Year the power plant was built and commissioned; vi. Number and average duration of scheduled and unscheduled outages for the last five (5) years, or the actual outage data for new power plants operating for less than five years supported by a Certification issued by the System Operator or client distribution utility. | <p>1. Can the Bidders submit ANNEX B-2 (GENERATION PORTFOLIO / CUSTOMER PORTFOLIO) to comply with this requirement?</p> | Yes. | 2ND SET OF MATRIX |
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| 40 | Instruction to Bidders | 14.2.2 Technical Documents | <p>b) Matrix of the Bidder's ongoing projects and generation portfolio with the following minimum information for each power plant:</p> <p>...</p> <p>vi. Number and average duration of scheduled and unscheduled outages for the last five (5) years, or the actual outage data for new power plants operating for less than five years supported by a Certification issued by the System Operator or client distribution utility.</p> <p>...</p> | <p>May we clarify the purpose of the information required since per ITB, there shall be no outage allowance for the entire duration of the contract. May request to delete this requirement.</p> | <p>This is for the historical data and performance of the portfolio of plants owned by the Bidder. These are info that shall be reviewed during the post evaluation.</p> | 2ND SET OF MATRIX |
| 41 | Instructions to Bid | 14.2.2 Technical Documents___b) | <p>vi. Number and average duration of scheduled and unscheduled outages for the last five (5) years, or the actual outage data for new power plants operating for less than five years supported by a Certification issued by the System Operator or client distribution utility</p> | <p>Recommendation: We request NOCECO TPBAC to accept an internally certified declaration of outages that is consistent with Generation Company Management Report (GCMR) submitted to the ERC</p> | <p>In lieu of this, we will accept duly internally certified GCMR from 2018 to 2022.</p> <p>6/20: This has been updated in the FITB</p> | 3RD SET OF MATRIX |

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| 42 | ITB | 14.2.2.b | <p>b) Matrix of the Bidder's ongoing projects and generation portfolio with the following minimum information for each power plant:</p> <ul style="list-style-type: none"> i. The name of the power plant ii. Installed and dependable capacity of the power plant iii. Type of power plant according to fuel or energy source iv. Location (address) of power plant v. Year the power plant was built and commissioned; vi. Number and average duration of scheduled and unscheduled outages for the last five (5) years, or the actual outage data for new power plants operating for less than five years supported by a Certification issued by the System Operator or client distribution utility. | <p>1. Can the Bidders submit ANNEX B-2 (GENERATION PORTFOLIO / CUSTOMER PORTFOLIO) to comply with this requirement?</p> <p>2. Is there an alternative document we can submit in lieu of the Certification issued by the System Operator?</p> | <p>1. YES</p> <p>2. In lieu of this, we will accept an internally certified GCMR from 2018 to 2022.</p> <p>6/29: This has been updated in the FITB.</p> | 4TH SET OF MATRIX |
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| 43 | ITB | 14.2.2.c | <p>c) Matrix of Bidder's customers with whom the Bidder have power plant operation, rental or power supply contracts. The statement shall include, for each customer the following:</p> <ul style="list-style-type: none"> i. Name and address of company ii. Telephone, cellphone and fax numbers, website URL, and emailaddress of the company iii. Name and position of authorized contact person(s) iv. Telephone and cellphone number and email address of contact person(s) v. Number and average duration of scheduled and unscheduled outages for the last five (5) years, or the actual outage data for new power plants operating for less than five years supported by | | <p>1. YES</p> <p>2. In lieu of this, we will accept an internally certified GCMR from 2018 to 2022.</p> <p>6/29: This has been updated in the FITB.</p> | 4TH SET OF MATRIX |
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| 44 | ITB | 14.2.2 Technical Documents | <p>c) Matrix of Bidder's customers with whom the Bidder have power plant operation, rental or power supply contracts. The statement shall include, for each customer the following:</p> <ul style="list-style-type: none"> i. Name and address of company ii. Telephone, cellphone and fax numbers, website URL, and email address of the company iii. Name and position of authorized contact person(s) iv. Telephone and cellphone number and email address of contact person(s) v. Number and average duration of scheduled and unscheduled outages for the last five (5) years, or the actual outage data for new power plants operating for less than five years supported by | <p>We are bound by Data Privacy to keep personal customer information confidential. Suggest to remove these requirements from the list of details to provide</p> | <p>We shall provide a new template which would exclude contact details of customers.</p> <p>6/20: Please see updated FITB</p> | 1st SET OF MATRIX |
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| 45 | ITB | 14.2.2 Technical Documents | <p>c) Matrix of Bidder's customers with whom the Bidder have power plant operation, rental or power supply contracts. The statement shall include, for each customer the following: [...] v. Number and average duration of scheduled and unscheduled outages for the last five (5) years, or the actual outage data for new power plants operating for less than five years supported by</p> | <p>How are Bidders able to specify outages of their customers? Suggesting to remove this requirement.</p> | <p>The outage required from this form is the scheduled/unscheduled outage declared by the Bidder to the specified customer.</p> | <p>1st SET OF MATRIX</p> |
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| 46 | ITB | 14.2.2.c | <p>c) Matrix of Bidder's customers with whom the Bidder have power plant operation, rental or power supply contracts. The statement shall include, for each customer the following:</p> <ul style="list-style-type: none"> i. Name and address of company ii. Telephone, cellphone and fax numbers, website URL, and emailaddress of the company iii. Name and position of authorized contact person(s) iv. Telephone and cellphone number and email address of contact person(s) v. Number and average duration of scheduled and unscheduled outages for the last five (5) years, or the actual outage data for new power plants operating for less than five years supported by | <p>2. Is there an alternative document we can submit in lieu of the Certification issued by the System Operator?</p> | <p>2. Certification can be issued by the System Operator OR client distribution utility</p> <p>6/20: Please see updated FITB</p> | <p>2ND SET OF MATRIX</p> |
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| 47 | Instruction to Bidders | 14.2.2 Technical Documents | <p>c) Matrix of the Bidder's customer with whom the Bidder have power plant operation, rental or power supply contracts. The statement shall include for each customer the following:</p> <p>...</p> <p>v. Number and average duration of scheduled and unscheduled outages for the last five (5) years, or the actual outage data for new power plants operating for less than five years supported by a Certification issued by the System Operator or client distribution utility.</p> <p>...</p> | <p>May we clarify the purpose of the information required since per ITB, there shall be no outage allowance for the entire duration of the contract. May request to delete this requirement.</p> | <p>This is for the historical data and performance of the portfolio of plants owned by the Bidder. These are info that shall be reviewed during the post evaluation.</p> | 2ND SET OF MATRIX |
| 48 | Instructions to Bid | 14.2.2 Technical Documents___c) | <p>Number and average duration of scheduled and unscheduled outages for the last five (5) years, or the actual outage data for new power plants operating for less than five years supported by the System Operator or client distribution utility.</p> | <p>This information is also contained in the Matrix of Bidder's Ongoing Project. Is it the intention of NOCECO TPBAC to include the same requirement under Matrix of Customers?</p> | Yes | 3RD SET OF MATRIX |

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| 49 | ITB | 14.2.2 Letter C on Technical Documents | a) Verified Certification showing list of Board of Director and Board Members of the Ultimate Parent Company, its Subsidiaries, and all its affiliates. | We would like to clarify if such Certification is also deemed sufficient to comply with 14.2.2. Letter C on Technical Documents, Matrix of Bidders' Customers considering that the data to be provided under 17.3.b on Customer Portfolio, which can be complied with by the issuance of a Certification by the Bidder are practically the same or similar with the Matrix of Bidders' Customers under 14.2.2 Letter C on Technical Documents. | Please submit as required. 6/20: Changes in the required data are reflected in the FITB | 4TH SET OF MATRIX |
| 50 | ITB | 17.3.b on Customer Portfolio on Technical Proposal | b) Customer Portfolio – Bidders shall provide contracted capacity details for the customers of their nominated power plant. | In lieu of this, the Bidder shall provide a Certification of their uncontracted capacity, provided that they will submit the detailed customer's portfolio should they become the Winning Bidder | | 4TH SET OF MATRIX |
| 51 | | | | | | |
| 52 | ITB | 14.2.1 Legal Documents | d. Shareholder's Agreement | Recommendation: Allow bidders to submit the General Information Sheet, authenticated by the SEC, in place of the Shareholder's Agreement as the latter is held internally as highly confidential | Carried. 6/20: Changes reflected in the FITB and Annex C | 3RD SET OF MATRIX |
| 53 | ITB | 14.2.1 Legal Documents | d. Shareholder's Agreement | What alternative document can be submitted in place of the Shareholder's Agreement to serve the purpose of the NOCECO TPBAC? | GIS authenticated by SEC is acceptable 6/20: Changes reflected in the FITB and Annex C | 3RD SET OF MATRIX |

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| 54 | ITB | 14.2.2.d | d) Copy of Certificate of Compliance issued by ERC or Service Contracts from the DOE as well as copies of its Generation Company Information Sheet (GCIS) and Generation Company Management Report (GCMR) submission to ERC for the last five (5) years and the last 2 years in the case of RE. | Will the TPBAC allow Bidders who are operating less than 5 years to submit all available GCIS and GCMR reports (for TVI from 2019-2023) and a write up that its commercial operations is less than 5 years? Is there a need for a certification or a special document that can be submitted to comply with this provision? | Yes. Please provide write-up duly signed by authorized representative that commercial operation is less than 5 years. 6/20: Changes reflected in the FITB and Annex C | 2ND SET OF MATRIX |
| 55 | ITB | 14.2.2.d | d) Copy of Certificate of Compliance issued by ERC or Service Contracts from the DOE as well as copies of its Generation Company Information Sheet (GCIS) and Generation Company Management Report (GCMR) submission to ERC for the last five (5) years and the last 2 years in the case of RE. | How will this provision apply to Bidders with plants that are commercially operating for less than 5 years? Is there a need for a certification or a special document that can be submitted to comply with this provision? | For power plants operating less than five (5) years, please provide the GCIS and GCMR submitted since the power plant's commercial operation. Bidders must also provide a certification along with the document that nominated plant has only been commercially operating for (x) number of years. 6/20: Changes reflected in the FITB and Annex C | 4TH SET OF MATRIX |
| 56 | ITB | 14.2.3 Financial Documents | a) The Bidder's Audited Financial Statements, stamped "received" by the Bureau of Internal Revenue (BIR) for the last two (2) years , showing, among others, the Bidder's total and current assets and liabilities. Complete set of financial statement includes the following: ... vii. Financial Ratios indicating liquidity measurement ratio, debt ratio, profitability ratio and operating performance ratio for Fiscal Year 2019 and 2020 | Kindly confirm if Bidders should submit AFS for the last two years. That would be AFS for 2022 and 2021. | Yes 2022 and 2021, considering that 2021 AFS shows comparative financial statement which includes 2020. 6/20: Changes reflected in the FITB | 3RD SET OF MATRIX |

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| 57 | | | | Kindly confirm if Bidders will submit Financial Ratios indicating liquidity measurement ratio, debt ratio, profitability ratio and operating performance ratio for Fiscal Year 2019 and 2020. | This will be based on Fiscal Year 2020 to 2021 | 3RD SET OF MATRIX |
| 58 | | | | Is the inconsistency in the required years intentional? Please clarify. | Typographical error | 3RD SET OF MATRIX |
| 59 | ITB | 14.3.a | a) Secretary's Certificate designating the Bidder's authorized representative/s who will sign (a) the documents required in this Bid, and (b) the Power Supply Agreement (PSA), bearing certified sheets containing at least three (3) specimens of full signature and three (3) initials of the designated representative/s; | Can the signatures and initials of the designated representatives be submitted through an attached annex to the Secretary's Certificate? | Denied. | 2ND SET OF MATRIX |
| 60 | Instructions to Bid | 14.3 Class "B" Documents | a) Secretary's Certificate designating the Bidder's authorized representative/s who will sign (a) the documents required in this Bid, and (b) the Power Supply Agreement (PSA), bearing certified sheets containing at least three (3) specimens of full signature and three (3) initials of the designated representative/s; | The PEDC authorized representatives to sign the documents required in this Bid are different from the PEDC authorized representatives to sign the PSA. Is this acceptable to the NOCECO TPBAC? | Yes, as long as supported by a Secretary's Certificate. | 3RD SET OF MATRIX |
| 61 | | | | Both sets of authorized representatives will be designated in the Secretary Certificate. Kindly confirm. | This is correct. | 3RD SET OF MATRIX |
| 62 | | | | Specimens of full signature and three (3) initials of each representative will be submitted. Kindly confirm. | This is correct. | 3RD SET OF MATRIX |

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| 63 | ITB | 14.3.a | a) Secretary's Certificate designating the Bidder's authorized representative/s who will sign (a) the documents required in this Bid, and (b) the Power Supply Agreement (PSA), bearing certified sheets containing at least three (3) specimens of full signature and three (3) initials of the designated representative/s; | Can the signatures and initials of the designated representatives be submitted through an attached annex to the Secretary's Certificate? | No, shall be included in the secretary's certificate / not as an annex | 4TH SET OF MATRIX |
| 64 | ITB | 14.3 Class "B" Documents | i) A letter authorizing the TPBAC or its duly authorized representative/s to verify all of the documents submitted | Please confirm if this is the same as Annex D-4? | Yes. No need to submit letter if Annex D-4 is fulfilled and submitted. 6/20: This has been deleted in the FITB and Annex C | 1st SET OF MATRIX |
| 65 | 14.3 Class "B" Documents | i | | Will the bidder allowed to have its own template | No | 3RD SET OF MATRIX |
| 66 | ITB | 14.4 | 14.4 The Bidder shall indicate "N/A" for requirements that are not applicable to them. | Will the TPBAC require the Bidders to submit a letter consolidating the list documents which are not applicable to them? | Please observe compliance to the bid forms contained in the bid documents | 2ND SET OF MATRIX |
| 67 | ITB | 14.4 | 14.4 The Bidder shall indicate "N/A" for requirements that are not applicable to them. | Will the TPBAC require the Bidders to submit a letter consolidating the list documents which are not applicable to them? | 6/20. Please see updated FITB revising this provision | 4TH SET OF MATRIX |

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| 68 | ITB | 15. Bid Security | The bidder shall submit a bid security equivalent to two percent (2%) of the total fixed cost per kwh of power supply to NOCECO for ten (10) years or equivalent to Forty-Two Million Forty Eight Thousand (₱42,048,000.00) in the form of cashier's check or manager's check issued to Negros Occidental Electric Cooperative or NOCECO and only by a Universal or Commercial Bank. | Which option should take precedence (the 2% of total contract cost, or the Php 42 million)? We suggest to standardize it to the fixed amount. | Please see formula below: 10,000 kWh x Php 2.40 x 8760hours x 10 years x 2% = Php 42,048,000.00 | 1st SET OF MATRIX |
| 69 | ITB | 15 Bid Security | 15.1 The bidder shall submit a bid security equivalent to two percent (2%) of the total fixed cost per kwh of power supply to NOCECO for ten (10) years or equivalent to Forty-Two Million Forty Eight Thousand (₱42,048,000.00) in the form of cashier's check or manager's check issued to Negros Occidental Electric Cooperative or NOCECO and only by a Universal or Commercial Bank. | May we request that a Standby Letter of Credit be considered for this purpose? We propose to provide a specific validity period for the Bid Security. Also, we request for a list of acceptable banks by NOCECO | We require cashier's check or manager's check. Please refer to 15.5 for Bid Security Validity. Any universal or commercial bank is acceptable to NOCECO. 6/20: Please see updated FITB | 1st SET OF MATRIX |

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| 70 | ITB | 15.1 Bid Security | The bidder shall submit a bid security equivalent to two percent (2%) of the total fixed cost per kwh of power supply to NOCECO for ten (10) years or equivalent to Forty-Two Million Forty Eight Thousand (₱42,048,000.00) in the form of cashier's check or manager's check issued to Negros Occidental Electric Cooperative or NOCECO and only by a Universal or Commercial Bank. | May we follow-up on our query: Can we submit a Standby Letter of Credit (SBLC) in lieu of the Cashier's Check or Manager's Check? | 6/20: Please refer to updated FITB | 2ND SET OF MATRIX |
| 71 | Instruction to Bidders | 15 Bid Security | | May the Bid Security be in the form of Standby Letter of Credit (SBLC)? If so, will the attached form be acceptable? If only CC/MC is allowed, will there be an interest at legal rate of six (6)% if the MC is returned late to the losing bidder? | 6/20: Please refer to updated FITB | 2ND SET OF MATRIX |
| 72 | Instruction to Bidders | 15.1 Bid Security | The bidder shall submit a bid security equivalent to two percent (2%) of the total fixed cost per kwh of power supply to NOCECO for ten (10) years or equivalent to Forty-Two Million Forty Eight Thousand (₱42,048,000.00) in the form of cashier's check or manager's check issued to Negros Occidental Electric Cooperative or NOCECO and only by a Universal or Commercial Bank. | Will the honorable TPBAC accept a bid security in a form of SBLC | 6/20: Please refer to updated FITB | 3RD SET OF MATRIX |

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| 73 | Instruction to Bidders | 15 Bid Security | | May we know the validity period of the Bid Security? | 6/20: Please refer to updated FITB | 3RD SET OF MATRIX |
| 74 | Instruction to Bidders | 15 Bid Security | | Bid Security format for the SBLC? The bank is asking for the format prescribed by the DU for their review and use. | No required bank format | 3RD SET OF MATRIX |
| 75 | Instructions to Bid | 15.2 | Submission of a Bid Security is understood to mean that the Bidder shall enter into a PSA with NOCECO and furnish the required Performance Security within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine in the event it violates any of the conditions stated therein. | What is the validity of the performance security? | Performance security shall be valid for the whole duration of the contract (10 years) 6/20: Please refer to updated FITB | 3RD SET OF MATRIX |
| 76 | ITB | 15. Bid Security | 15.5 For Bidders whose Bid were not disqualified, their Bid Security shall be returned only after the Winning Bidder has signed the PSA and complied with the Performance Security requirements in Sections 33 and 34. | silent sila on how long holding period of the MC; we should have definitive. Request to get bid bond once NOA is relased/issued. | Denied. | 1st SET OF MATRIX |
| 77 | ITB | Financial Proposal | For the electronic copy of Financial Proposal, Bidders shall only fill in values for cells in yellow. All other cells are either locked, or have automatic computation. | Will there be a technical session where we can walk through the Financial Proposal? | This shall be discussed during the pre-bidding 6/20: Detailed Section on Financial Proposal on the updated FITB | 1st SET OF MATRIX |

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| 78 | ITB | 16. 4 Capital Recovery Fee (CRF) and Fixed Operations and Maintenance Fee (FOM) | 16.4.1 The total amount for the CRF and FOM shall not exceed Php 2.4000/kWh | What is the basis of the P2.40/kWh? Is there a price cap? | This was based on the average CRF and FOM rates approved by the ERC. | 1st SET OF MATRIX |
| 79 | Instruction to Bidders | 16.5 Generated kWh of Nominated Plant | | <p>For the purpose of computing the generated kWh, what is the reference year and month?</p> <p>For clarity, what is the cover period for Year and Month - billing or calendar?</p> | <p>For the purpose of computing the generated kWh, what is the reference year and month? -- the latest data, and the projected data for the coming years</p> <p>For clarity, what is the cover period for Year and Month - billing or calendar? - Billing</p> <p>6/20: Please refer to new Section on Financial Proposal on the updated FITB</p> | 2ND SET OF MATRIX |

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| 80 | ITB | Variable Operations and Maintenance Fee (VOM) | <p>16.6.1 The VOM shall be based on actual cost and shall be adjusted monthly. 16.6.2 In the implementation of the PSA, the VOM fee to be charged shall be computed based on the actual VOM costs to recover the costs of non-routine maintenance and repair activities, such as repairs due to unexpected failures, replacement of worn-out parts, or other unplanned expenses associated with the operation of the nominated power plant. 16.6.3 For the purpose of this transaction, Bidder shall indicate on Column D the first month the actual total amount incurred for VOM during the 26 February 2023 to 25 March 2023 billing period. Bidder shall then provide a forecasted monthly VOM costs on the succeeding months after the 1st month of the 1st year. 16.6.4 Bidder must provide in a separate document, duly signed by its authorized representative, a narrative indicating the historical data used, cost drivers, trends, forecasting model and validity tests used in determining the values for the forecasted VOM amounts.</p> | <p>May we know the intention for 16.6.4? Can this be possibly removed from the provision?</p> | <p>This shall serve as basis during the post-evaluation of the bid amounts provided.</p> <p>6/20: Please refer to new Section on Financial Proposal on the updated FITB</p> | 1st SET OF MATRIX |
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| 81 | Instructions to Bid | 16.6.2 | In the implementation of the PSA, the VOM fee to be charged shall be computed based on the actual VOM costs to recover the costs of non-routine maintenance and repair activities, such as repairs due to unexpected failures, replacement of worn-out parts, or other unplanned expenses associated with the operation of the nominated power plant | What is the level of documentation / substantiation required for the VOM fee? | The list of documents shall be issued in a separate bid bulletin. (Vouchers, etc) 6/20: Please refer to new Section on Financial Proposal on the updated FITB | 3RD SET OF MATRIX |
| 82 | | 16.6.1 | The VOM shall be based on actual cost and shall be adjusted monthly | Plant VOM can include big ticket items that may be charged to a single month but is a required expense quarterly or annually, e.g., expenses related to corrective maintenance. VOM adjustments should be computed annually to get a better representation of the plant's VOM expenses. | 6/20: Please refer to new Section on Financial Proposal on the updated FITB | 3RD SET OF MATRIX |
| 83 | Instructions to Bid | 16.6.3 | For the purpose of this transaction, Bidder shall indicate on Column D the first month the actual total amount incurred for VOM during the 26 February 2023 to 25 March 2023 billing period. Bidder shall then provide a forecasted monthly VOM costs on the succeeding months after the 1st month of the 1st year. | The reference billing month stated in ITB 16.6.3 is 26 February 2023 to 25 March 2023 but for Fuel Fee the reference month is 26 March 2023 to 25 April 2023. Recommendation: For consistency and closeness to actual values, we recommend using LATEST (May 2023) actual Power Bills as basis for the reference values for both Fuel Fee and VOM. | May 2023 data shall be issued. 6/20: Please refer to new Section on Financial Proposal on the updated FITB | 3RD SET OF MATRIX |
| 84 | Instructions to Bid | 16.6.4 | Bidder must provide in a separate document, duly signed by its authorized representative, a narrative indicating the historical data used, cost drivers, trends, forecasting model and validity tests used in determining the values for the forecasted VOM amounts. | Can NOCECO TPBAC provide a format for this requirement? | 6/20: Please refer to new Section on Financial Proposal on the updated FITB | 3RD SET OF MATRIX |

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| 85 | Instruction to Bidders | 16.6 Variable Operations and Maintenance Fee (VOM) 16.7 Fuel Fee (FF) | 16.6.3 ...Bidder shall then provide a forecasted monthly VOM costs on the succeeding months after the 1st month of the 1st year. 16.7.4.2 For the succeeding months after the first month of the first year: a. Bidders shall provide forecasted monthly Fuel Cost, Transportation Cost, the Imports, Duties and Taxes Cost, and the Consumption Rate | For clarity, kindly confirm that the following components of the VOM and Fuel Fee shall be based on the actual cost during the implementation of the PSA, and the will not be construed as caps: a. CPI b. Fuel Cost c. Transportation Cost d. Imports, Duties, & Taxes e. FOREX f. Consumption Rate g. Number of Units Consumed Also, what should be the basis of the forecasted CPI? What forecast of fuel is acceptable? Can we do our own forecast or should it be based from a 3rd party such as the world bank? | Please refer to "STANDARD GUIDE FOR COMPLETING ANNEX B-1 (FINANCIAL PROPOSAL)" 6/20: Please refer to new Section on Financial Proposal on the updated FITB | 2ND SET OF MATRIX |
| 86 | Instruction to Bidders | 16.7 Fuel Fee (FF) | 16.7.4.2 For the succeeding months after the first month of the first year: a. Bidders shall provide forecasted monthly Fuel Cost, Transportation Cost, the Imports, Duties and Taxes Cost, Forex, and the Consumption Rate | What should be the basis of the forecasted monthly Fuel Cost, Transportation Cost, Imports, Duties & Taxes, Forex, and Consumption Rate? May we suggest to use a reference monthly index for the purpose of evaluation to avoid under declaration and uniformity of reference among bidders. Are the insurance cost and other incidentals already included in the computation of transportation cost? | Please refer to "STANDARD GUIDE FOR COMPLETING ANNEX B-1 (FINANCIAL PROPOSAL)" 6/20: Please refer to new Section on Financial Proposal on the updated FITB | 2ND SET OF MATRIX |

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| 87 | ITB | 17 Technical Proposal | <p>17.2 Bidder shall be required to submit the following documents:</p> <p>a) WESM Registration – Certified True Copy</p> | <p>Please confirm if this should be Certified true copy by internal custodian.</p> | <p>Please refer to 14.7</p> | <p>1st SET OF MATRIX</p> |
| 88 | ITB | 17 Technical Proposal | <p>17.2 Bidder shall be required to submit the following documents:</p> <p>a) WESM Registration – Certified True Copy b) Certificate of Compliance (COC) issued by the ERC- In lieu of COC, Bidders shall submit a certification issued by the ERC indicating the status of the Bidder's application. c) Certificate of Endorsement from the DOE d) Copy of Fuel/Coal/Steam Sale Agreement e) Copy of Agreement for the Supply and Delivery of Goods/Fuel f) Certificate/Document stating the Consumption Rate of Fuel Used g) Company Profile Highlights and CV of Key Officers in Power Plant Operation h) Latest Generation Company Information Sheet (GCIS) submitted to the ERC</p> | <p>Where should we place these? Some of the documents (WESM registration, DOE Cert of Endorsement etc) are not in Annex C documents checklist</p> | <p>Please refer to Section 21.2 Folder 2-2 on Annex C</p> | <p>1st SET OF MATRIX</p> |

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| 89 | ITB | 17 Technical Proposal | <p>17.2 Bidder shall be required to submit the following documents:</p> <ul style="list-style-type: none"> a) WESM Registration – Certified True Copy b) Certificate of Compliance (COC) issued by the ERC- In lieu of COC, Bidders shall submit a certification issued by the ERC indicating the status of the Bidder's application. c) Certificate of Endorsement from the DOE d) Copy of Fuel/Coal/Steam Sale Agreement e) Copy of Agreement for the Supply and Delivery of Goods/Fuel f) Certificate/Document stating the Consumption Rate of Fuel Used g) Company Profile Highlights and CV of Key Officers in Power Plant Operation h) Latest Generation Company Information Sheet (GCIS) submitted to the ERC | We request to exclude and accept the narrative of key officers in the company profile. | Denied. | 1st SET OF MATRIX |
| 90 | ITB | 17.2 (d) | Copy of Fuel/Coal/Steam Sale Agreement | Given that the fuel supply agreement contains confidential information, will the TPBAC allow Bidders to submit a redacted copy? If yes, what specific provisions will the TPBAC check from the Agreement? | <p>Bidder may provide a redacted copy of the agreement, provided that the following data can still be clearly seen:</p> <ol style="list-style-type: none"> 1. duration of the contract 2. computation of charges/fees <p>6/20: Please refer to updated FITB</p> | 2ND SET OF MATRIX |
| 91 | Instruction to Bidders (ITB) | Item 17. 2 | <p>Bidder shall be required to submit the following documents:</p> <ul style="list-style-type: none"> (d) Copy of Fuel/Coal/Steam Sale Agreement (e) Copy of Agreement for the Supply and Delivery of Goods/Fuel | We have a standing NDA with our supplier/s, in addition to the fact that this is confidential information. In lieu of this, can we submit a write-up on our fuel procurement process? | <p>Bidder may provide a redacted copy of the agreement, provided that the following data can still be clearly seen:</p> <ol style="list-style-type: none"> 1. duration of the contract 2. computation of charges/fees <p>6/20: Please refer to updated FITB</p> | 2ND SET OF MATRIX |

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| 92 | Instruction to Bidders | 17 Technical Proposal | 17.2 Bidder shall be required to submit the following documents: ... d) Copy of Fuel/Coal/Steam Sale Agreement e) Copy for Supply and Delivery of Goods/Fuel ... | Are the bidders allowed to redact confidential information on the documents due to confidentiality issues? Or the bidders can provide write-up instead these due to our Confidentiality Clause provision. | Bidder may provide a redacted copy of the agreement, provided that the following data can still be clearly seen: 1. duration of the contract 2. computation of charges/fees 6/20: Please refer to updated FITB | 2ND SET OF MATRIX |
| 93 | Instruction to Bidders | 18 Technical Proposal | 17.2 Bidder shall be required to submit the following documents: ... f) Certificate/Document stating the Consumption Rate of Fuel Used j) Planned Preventive Maintenance Schedule for 2023 and 2024 | May we clarify the purpose of this requirement? Consumption rate is variable to the operation of the Plant. Is there a prescribed template? Does this only cover the same period as the Fuel and VOM fee to be used? Given that there was a guaranteed Replacement Power, may we request that the PMS info should be deleted. | Please refer to "STANDARD GUIDE FOR COMPLETING ANNEX B-1 (FINANCIAL PROPOSAL)" Request for PMS info to be deleted - denied. 6/20: Please refer to FITB | 2ND SET OF MATRIX |
| 94 | 17.2 Technical proposal | d, e, f | d) Copy of Fuel/Coal/Steam Sale Agreement e) Copy of Agreement for the Supply and Delivery of Goods/Fuel f) Certificate/Document stating the Consumption Rate of Fuel Used | Will the honorable TPBAC accept a redacted document of this requirement showing its validity | Bidder may provide a redacted copy of the agreement, provided that the following data can still be clearly seen: 1. duration of the contract 2. computation of charges/fees 6/20: Please refer to updated FITB | 3RD SET OF MATRIX |
| 95 | ITB | 17.2.k | k) Risk Mitigation Plan for 2023 and 2024 as mandated under RA 10121 | Does this have a template? | None. Please use your existing RMP that you submitted to the regulatory bodies. | 1st SET OF MATRIX |
| 96 | ITB | 17.2 (k) | Risk Mitigation Plan for 2023 and 2024 as mandated under RA 10121 | 1. Will the TPBAC provide a sample template which the Bidders can use as reference? 2. Will a Resiliency Compliance Form (RCP) submitted and received by DOE suffice for this requirement? | Yes. RCP will suffice. 6/20: Please refer to updated FITB | 2ND SET OF MATRIX |

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| 97 | ITB | 17 Technical Proposal | <p>17.3 Bidders shall also provide the information required as found in Annex B-2</p> <p>a) Generation Portfolio - Bidders shall provide the details of the power plants that it owns which is interconnected in the Luzon-Visayas grids.</p> <p>b) Customer Portfolio – Bidders shall provide contracted capacity details for the customers of their nominated power plant. In lieu of this, the Bidder shall provide a Certification of their uncontracted capacity, provided that they will submit the detailed customer's portfolio should they become the Winning Bidder.</p> | <p>Can NOCECO consider to require only the details on the nominated plant and limit only to the requested PSA contracts list of customers due to confidentiality of the required documents.</p> | <p>We shall provide a new template which would exclude contact details of customers.</p> <p>6/20: Please see updated FITB</p> | 1st SET OF MATRIX |
| 98 | Instruction to Bidders | 19 Technical Proposal | <p>17.3 b) Customer Portfolio - Bidders shall provide contracted capacity details for the customers of their nominated power plant.</p> | <p>Due to confidentiality issues, may the bidders issue an undertaking that the nominated power plant have available and uncontracted capacity of at least 10MW (capacity for bidding) in lieu of the required customer portfolio?</p> | <p>We shall provide a new template which would exclude contact details of customers.</p> <p>6/20: Please see updated FITB</p> | 2ND SET OF MATRIX |
| 99 | ITB | 19 Bid Validity | <p>The Bid, as submitted, shall be valid for the whole duration of the contract. Under no circumstances shall the proposed offered rate in the financial proposal be changed once the winning bidder is determined.</p> | <p>Does this mean that whatever proposed rate indicated in the Financial Bid Form shall be the final and actual rate to be implemented in the PSA?</p> <p>We also suggest to indicate specific date of the validity period.</p> | <p>6/20: Please see updated FITB revised section on Financial Proposal</p> | 1st SET OF MATRIX |

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| 100 | Instruction to Bidders | 20 Format and Signing of Bids | All pages of each document submitted and all pages and all portions of the pages where corrections and/or amendments have been made, shall be signed by the Bidder's authorized representative. Failure to do so shall be a ground for the rejection of the Bid. | For clarity, kindly confirm that all pages of the documents shall be signed by the authorized representative. If so, please confirm also that only the original copy of the documents shall bear wet signature on all pages, not including the photocopies on Class B and Class C envelope. | 6/20: Upon clarification, Bidder refers to Envelope B and Envelope C. The photocopied copies of Envelope B and Envelope C shall bear photocopies of the signature of the authorized representative. | 2ND SET OF MATRIX |
| 101 | ITB | 26 Evaluation of Financial Proposal | Absence of VAT amounts in the evaluation | VAT amounts increases the cost paid by end-users. Should the evaluation include VAT payments in determining the lowest calculated bid. | VAT Computation is already considered in the Financial Bid Form | 1st SET OF MATRIX |
| 102 | ITB | 31 Post Qualification | 31.2. For the Eligibility Requirements, the Bidder shall show proof of technical capacity to supply the 10MW [...] | Some of these files are already submitted during the bid submission, would the Bidder undergoing post-qualification need to submit them again? | Documents already submitted will not need re-submission. However, TPBAC/TWG reserves the right to ask for additional documents as needed 6/20: Please refer to updated FITB | 1st SET OF MATRIX |
| 103 | ITB | 0 | 31.3 The Bidder shall show proof of financial capacity to supply the 10MW Baseload [...] b) Statement of the Bidder's Unrestricted Net Worth | Would NOCECO have a template or sample of this? | None. | 1st SET OF MATRIX |
| 104 | 31.3 | b | Statement of the Bidder's Unrestricted Net Worth | Will the honorable TPBAC provide a template | No | 3RD SET OF MATRIX |
| 105 | ITB | 33 Performance Security | To guarantee the faithful performance by the Winning Bidder of its obligations under the PSA, it shall post a Performance Security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from NOCECO TPBAC and in no case later than the signing of the PSA. | What is the rationale for requiring the Performance Security? The PSA already provides penalties in the event the supplier fails to fulfill its obligations. Can we request for waiver of Performance Security? If not, please consider reduction of validity to only up to the PA release and not the entire contract duration | Denied request in relation to Performance Security | 1st SET OF MATRIX |

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| 106 | ITB | 40 Protest Mechanism and Dispute Resolution | <p>40.5 A protest shall be made by filing a verified position paper with the NOCECO</p> <p>BOD or its duly authorized officer/s accompanied with the payment of a non- refundable protest fee of One Million Pesos (PHP 1,000,000.00). Payment of protest fee shall be in the form of a Cashier's Check or Manager's Check issued to Negros Occidental Electric Cooperative (NOCECO) and issued by a Universal or Commercial Bank with a branch Kabankalan City.</p> | <p>What is the rationale for the P1M protest fee? Please consider bank transfer as a form of payment.</p> | <p>We will consider bank transfer.</p> <p>6/20: Please refer to updated FITB</p> | 1st SET OF MATRIX |
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| 107 | Annex A (Draft PSA) | PSA | PSA | Will the TPBAC be open to negotiating the terms of the PSA with the Winning Supplier? | Yes, as long as such terms will not affect the rate computation | 2ND SET OF MATRIX |
| 108 | Annex A (Draft PSA) | PSA | PSA | Will the TPBAC be open to negotiating the terms of the PSA with the Winning Supplier? | Not everything, only for provisions which shall have no direct impact in the computation of rates and the delivery of power. | 4TH SET OF MATRIX |
| 109 | Annex A (Draft PSA) | PSA | PSA | Are all provisions in the draft PSA subject to negotiation with the Winning Bidder? | Not everything, only for provisions which shall have no direct impact in the computation of rates and the delivery of power. | 4TH SET OF MATRIX |
| 110 | PSA | 1.1 Definitions | <p>"1.1 Definitions. In this Agreement: "Agreement" means this Power Supply Agreement (PSA) including each of the Schedules attached hereto, and any amendments hereof..."</p> | <p>Will the TPBAC allow the following definitions to be added to the PSA?</p> <p>"Applicable Law" refers to laws, statutes, orders, issuances, ordinances, rules, rulings, regulations, codes, decisions, opinions or interpretations of any Governmental Authority pertinent to or affecting a Party or both Parties.</p> <p>"Business Day" means a day on which banks are open for business in ____ City, and _____ Philippines, excluding a Saturday or Sunday.</p> <p>"Necessary Approval" means approval by the ERC of all the terms and conditions of this Agreement, as required under Section 8.3 of this Agreement.</p> <p>"Replacement Power" refers to energy from alternative sources provided by the SELLER to NOCECO during outages and, subject to Article 5, Force Majeure events.</p> | <p>This can be considered.</p> <p>6/20: This has been reflected in the revised draft PSA</p> | 2ND SET OF MATRIX |

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| 111 | PSA | 1.1 Definitions | <p>"1.1 Definitions. In this Agreement: "Agreement" means this Power Supply Agreement (PSA) including each of the Schedules attached hereto, and any amendments hereof..."</p> | <p>Will the TPBAC allow the following definitions to be added to the PSA?</p> <p><u>"Applicable Law" refers to laws, statutes, orders, issuances, ordinances, rules, rulings, regulations, codes, decisions, opinions or interpretations of any Governmental Authority pertinent to or affecting a Party or both Parties.</u></p> <p><u>"Business Day" means a day on which banks are open for business in _____ City, and _____ Philippines, excluding a Saturday or Sunday.</u></p> <p><u>"Necessary Approval" means approval by the ERC of all the terms and conditions of this Agreement, as required under Section 8.3 of this Agreement.</u></p> <p><u>"Replacement Power" refers to energy from alternative sources provided by the SELLER to NOCECO during outages and, subject to Article 5, Force Majeure events.</u></p> | <p>This can be considered.</p> <p>6/20: This has been reflected in the revised draft PSA</p> | 4TH SET OF MATRIX |
| 112 | PSA | 2.2.3 | <p>2.2.3 SELLER shall provide all necessary and reasonable assistance to NOCECO in its application for approval of this Agreement before the ERC. NOCECO and SELLER shall file with the ERC the joint application for the approval of the PSA in accordance with ERC Rules within eight (8) calendar days after confirmation of the Notice of Award. The Power SELLER shall make the necessary adjustments in accordance with the directive of the ERC. The SELLER shall provide for the legal services of the joint application, with full support from NOCECO.</p> | <p>Will the TPBAC consider extending the period for joint filing to allow for PSA negotiations between the TPBAC and the Winning Bidder?</p> | <p>DOE Circular 2021-09-0030 8.7 Each CSP shall be completed within 180 calendar days from the date of posting/publication of Invitation to Bid, until the award and signing of the PSA. Non observance of this prescribed period will be subject to penalties to be imposed by the ERC.</p> <p>DC 2021-09-0030 8.8 Within 30 calendar days upod signing of PSA, the DU and the winning bidder shall jointly file the PSA to the ERC, cf DOE and NEA in the case of Ecs</p> <p>NOCECO may adjust as long as the above provisions are not violated.</p> | 2ND SET OF MATRIX |

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| 113 | PSA | 2.2.3 and 2.2.4 | <p>2.2.3 "...The Power SELLER shall make the necessary adjustments in accordance with the directive of the ERC. The SELLER shall provide for the legal services of the joint application, with full support from NOCECO.</p> <p>2.2.4 Downward adjustment in the rates, as approved by the ERC shall not be a ground for the termination of the contract and NOCECO shall not be made to shoulder the incremental difference."</p> | <p>Will the TPBAC consider merging the provisions of Sec. 2.2.3 and Sec. 2.2.4 under one section and reflect this suggested the provisions:</p> <p>"2.2.3 SELLER shall provide all necessary and reasonable assistance to NOCECO in its application for approval of this Agreement before the ERC. NOCECO and SELLER shall file with the ERC the joint application for the approval of the PSA in accordance with ERC Rules within eight (8) calendar days after confirmation of the Notice of Award.</p> <p>In the event that the Necessary Approval shall have the effect of impairing the terms and conditions of this Agreement in any respect:</p> <p>a) The SELLER may file a Motion for Reconsideration with the ERC to question the Necessary Approval.</p> <p>b) Notwithstanding item (a) above, the Parties shall immediately meet to discuss and execute an agreement (which may include an amendment of this Agreement) to restore the commercial position of the SELLER prior to the issuance of the Necessary Approval.</p> <p>Pending discussions of the Parties under the immediately preceding paragraph or pending any decision by the ERC on the Motion for</p> | Denied | 2ND SET OF MATRIX |
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| 114 | PSA | 2.2.3 | <p>2.2.3 SELLER shall provide all necessary and reasonable assistance to NOCECO in its application for approval of this Agreement before the ERC. <u>NOCECO and SELLER shall file with the ERC the joint application for the approval of the PSA in accordance with ERC Rules within eight (8) calendar days after confirmation of the Notice of Award.</u> The Power SELLER shall make the necessary adjustments in accordance with the directive of the ERC. The SELLER shall provide for the legal services of the joint application, with full support from NOCECO.</p> | <p>Will the TPBAC consider extending the period for joint filing to allow for PSA negotiations between the TPBAC and the Winning Bidder?</p> | <p>DOE Circular 2021-09-0030 8.7 Each CSP shall be completed within 180 calendar days from the date of posting/publication of Invitation to Bid, until the award and signing of the PSA. Non observance of this prescribed period will be subject to penalties to be imposed by the ERC.</p> <p>DC 2021-09-0030 8.8 Within 30 calendar days upod signing of PSA, the DU and the winning bidder shall jointly file the PSA to the ERC, of DOE and NEA in the case of Ecs</p> <p>NOCECO may adjust as long as the above provisions are not violated.</p> | 4TH SET OF MATRIX |
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| 115 | PSA | 2.2.3 and 2.2.4 | <p>2.2.3 "...The Power SELLER shall make the necessary adjustments in accordance with the directive of the ERC. The SELLER shall provide for the legal services of the joint application, with full support from NOCECO.</p> <p>2.2.4 Downward adjustment in the rates, as approved by the ERC shall not be a ground for the termination of the contract and NOCECO shall not be made to shoulder the incremental difference."</p> | <p>Will the TPBAC consider merging the provisions of Sec. 2.2.3 and Sec. 2.2.4 under one section and reflect this suggested the provisions:</p> <p><u>"2.2.3 SELLER shall provide all necessary and reasonable assistance to NOCECO in its application for approval of this Agreement before the ERC. NOCECO and SELLER shall file with the ERC the joint application for the approval of the PSA in accordance with ERC Rules within eight (8) calendar days after confirmation of the Notice of Award.</u></p> <p><u>In the event that the Necessary Approval shall have the effect of impairing the terms and conditions of this Agreement in any respect:</u></p> <p>a) <u>The SELLER may file a Motion for Reconsideration with the ERC to question the Necessary Approval.</u></p> <p>b) <u>Notwithstanding item (a) above, the Parties shall immediately meet to discuss and execute an agreement (which may include an amendment of this Agreement) to restore the commercial position of the SELLER prior to the issuance of the Necessary Approval.</u></p> <p><u>Pending discussions of the Parties under the immediately preceding paragraph or pending any decision by the ERC on the Motion for</u></p> | <p>2.2.4 of the draft PSA shall remain in force / refer to TOR under Regulatory approval</p> | <p>4TH SET OF MATRIX</p> |
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| 116 | PSA | 2.2.3 and 2.2.4 | <p>2.2.3 "...The Power SELLER shall make the necessary adjustments in accordance with the directive of the ERC. The SELLER shall provide for the legal services of the joint application, with full support from NOCECO.</p> <p>2.2.4 Downward adjustment in the rates, as approved by the ERC shall not be a ground for the termination of the contract and NOCECO shall not be made to shoulder the incremental difference."</p> | <p>1. In case there is a downward adjustment on the ERC-approved rate, will the TPBAC allow the temporary suspension of the delivery of the contracted capacity pending the resolution of the Motion for Reconsideration with the ERC?</p> <p>2. In case there is incremental difference between the contract rate and the ERC-approved rate, will the TPBAC be open to negotiating with the Winning Bidder on the assumption of regulatory risks, wherein, the result of such, would preserve the commercial position of both parties?</p> <p>2. Will the TPBAC consider reflecting the suggested amendment below on Section 2.2.3:</p> <p>"2.2.3 SELLER shall provide all necessary and reasonable assistance to NOCECO in its application for approval of this Agreement before the ERC. NOCECO and SELLER shall file with the ERC the joint application for the approval of the PSA in accordance with ERC Rules within eight (8) calendar days after confirmation of the Notice of Award.</p> <p>In the event that the Necessary Approval shall have the effect of impairing the terms and conditions of this Agreement in any respect:</p> <p>a) The SELLER may file a Motion for</p> | Denied. | 4TH SET OF MATRIX |
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| 117 | PSA | 2.2.4 Responsibilities of SELLER and NOCECO | Downward adjustment in the rates, as approved by the ERC shall not be a ground for the termination of the contract and NOCECO shall not be made to shoulder the incremental difference. | <p>If the commercial intent of the both Parties are no longer acceptable to either Party, we propose that there be a consideration where both Parties can mutually discuss the issue and leave an option for the affected Party to terminate the PSA.</p> <p>We suggest to change language to this instead: Downward adjustment in the rate itself should not be grounds for termination. However, the parties may mutually terminate the PSA if the downward adjustment in rate is no longer economically/commercially viable for the SUPPLIER.</p> | Denied. | 1st SET OF MATRIX |
| 118 | PSA | 2.3.1 | 2.3.1 NOCECO shall purchase the electricity to be generated by the SELLER from the Power Plant throughout the duration of the Cooperation Period and subject to the terms and conditions of this Agreement. | <p>In order to provide for scenarios when Seller is obliged to supply even when the Power Plant is on outage, can we re-state to:</p> <p>"NOCECO shall purchase electricity SUPPLIED BY SELLER AS GENERATED FROM THE POWER PLANT OR SOURCED FROM THE WESM OR OTHER POWER PLANTS throughout the duration of the Cooperation Period and subject to the terms and conditions of this Agreement."</p> | This shall be considered with the Winning Bidder | 1st SET OF MATRIX |

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| 119 | PSA | 2.3.4 and 2.3.5 | <p>2.3.4 NOCECO and SELLER shall file with the ERC the joint application for the approval of the PSA in accordance with ERC Rules in eight (8) calendar days after confirmation of the Notice of Award. The Power SELLER shall make the necessary adjustments in accordance with the directive of the ERC. The SELLER shall provide for the legal services of the joint application, with full support from NOCECO.</p> <p>2.3.5 Downward adjustment in the rates, as approved by the ERC shall not be a ground for the termination of the contract and NOCECO shall not be made to shoulder the incremental difference.</p> | Will the TPBAC consider deleting Sec. 2.3.4 and Sec. 2.3.5 as such sections are already provided under Sec. 2.2.3 and 2.2.4? | Denied. | 2ND SET OF MATRIX |
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| 120 | PSA | 2.4.1 | <p>2.4.1 The Parties shall mutually collaborate and cooperate with each other and act in good faith in order to achieve the objectives of this Agreement.</p> <p>Throughout the duration of the cooperation period, authorized representatives from NOCECO and the winning bidder shall meet not later than the first billing period of the 5th year of the contract period to discuss any concern arising from the implementation of the contract to ensure that arrangements between Parties proceed on a mutually satisfactory basis.</p> <p>During the meeting, both parties shall discuss if the contract terms are still fair, reasonable, acceptable, and applicable to the prevailing market situation for the rest of the contract duration. If there is a significant change in circumstances that would impact the performance or profitability of this Agreement, either party may request a renegotiation of the terms and conditions of this Agreement. Such a request shall be made in writing and delivered to the other party, specifying the nature of the change in circumstances, and proposing alternative terms and conditions. The parties shall then engage in good faith negotiations to attempt to agree on mutually acceptable alternative terms and conditions. If the parties are unable to reach an agreement within sixty (60) calendar days from the initial meeting, either party may issue a Notice to Terminate. Article 9.3 shall apply.</p> | <p>Will the TPBAC consider deleting this provision and instead replace it with a provision on Change in Law or Circumstances such as the suggested provision below:</p> <p>2.4.1 The Parties shall mutually collaborate and cooperate with each other and act in good faith in order to achieve the objectives of this Agreement.</p> <p>If, as a result of any amendment, modification or change in Applicable Law or ERC rules and regulations after the date of this Agreement, or any decision or order by any court or Governmental Authority which provides for a new or change in the interpretation of Applicable Law or ERC rules and regulations, SELLER becomes liable to pay any new charges or any increased charges and adversely affects the ability of Supplier to perform or materially increases the operating costs or capital expenditures associated with the Power Plant or materially and adversely affects its performance of its obligations under this Agreement:</p> <p>a) If the ERC has issued a directive or order allowing SELLER to pass-on such new or increased charge to NOCECO, the new or increased charges shall form part of the Electricity Fees and shall be paid in accordance with this Agreement;</p> <p>b) If the ERC has not issued any directive or order</p> | Denied. | 2ND SET OF MATRIX |
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| 121 | PSA | 2.4.1 | <p>2.4.1 The Parties shall mutually collaborate and cooperate with each other and act in good faith in order to achieve the objectives of this Agreement.</p> <p>Throughout the duration of the cooperation period, authorized representatives from NOCECO and the winning bidder shall meet not later than the first billing period of the 5th year of the contract period to discuss any concern arising from the implementation of the contract to ensure that arrangements between Parties proceed on a mutually satisfactory basis.</p> <p>During the meeting, both parties shall discuss if the contract terms are still fair, reasonable, acceptable, and applicable to the prevailing market situation for the rest of the contract duration. If there is a significant change in circumstances that would impact the performance or profitability of this Agreement, either party may request a renegotiation of the terms and conditions of this Agreement. Such a request shall be made in writing and delivered to the other party, specifying the nature of the change in circumstances, and proposing alternative terms and conditions. The parties shall then engage in good faith negotiations to attempt to agree on mutually acceptable alternative terms and conditions. If the parties are unable to reach an agreement within sixty (60) calendar days from the initial meeting, either party may issue a Notice to Terminate. Article 9.3 shall apply.</p> | <p>Will the TPBAC consider deleting this provision and instead replace it with a provision on Change in Law or Circumstances such as the suggested provision below:</p> <p>2.4.1 The Parties shall mutually collaborate and cooperate with each other and act in good faith in order to achieve the objectives of this Agreement.</p> <p>If, as a result of any amendment, modification or change in Applicable Law or ERC rules and regulations after the date of this Agreement, or any decision or order by any court or Governmental Authority which provides for a new or change in the interpretation of Applicable Law or ERC rules and regulations, SELLER becomes liable to pay any new charges or any increased charges and adversely affects the ability of Supplier to perform or materially increases the operating costs or capital expenditures associated with the Power Plant or materially and adversely affects its performance of its obligations under this Agreement:</p> <p>a) If the ERC has issued a directive or order allowing SELLER to pass-on such new or increased charge to NOCECO, the new or increased charges shall form part of the Electricity Fees and shall be paid in accordance with this Agreement;</p> <p>b) If the ERC has not issued any directive or order</p> | Denied | 4TH SET OF MATRIX |
| 122 | PSA | 3.2 | <p>3.2 Purchase of Electricity. NOCECO shall purchase at least the Contracted Energy from the Power Plant throughout the duration of the Cooperation Period.</p> | <p>Please clarify if this refers to MINIMUM CONTRACTED ENERGY?</p> | <p>Yes. However, please note in 5.3.ii. NOCECO shall not be required to make payments to Capacity that it cannot accept due to Force Majeure.</p> | 1st SET OF MATRIX |

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| 123 | PSA | 3.2 | 3.2 Purchase of Electricity. NOCECO shall purchase at least the Contracted Energy from the Power Plant throughout the duration of the Cooperation Period. | <p>What if it is not from the Power Plant? Will there be no more obligation?</p> <p>We propose to delete "FROM THE POWER PLANT" to capture that scenario when the SELLER is obliged to supply Contracted Energy despite the Power Plant being on outage.</p> | This shall be considered with the Winning Bidder | 1st SET OF MATRIX |
| 124 | PSA | 3.4 | 3.4 Start of Supply of Electricity. The supply of electricity by SELLER and acceptance by NOCECO shall start no later than... | We propose to change "ON" instead of "NO LATER THAN". We cannot supply "EARLIER THAN" which is a period covered by "NO LATER THAN" | This shall be considered with the Winning Bidder | 1st SET OF MATRIX |
| 125 | PSA | 3.4 | 3.4 Start of Supply of Electricity. The supply of electricity by SELLER and acceptance by NOCECO shall start no later than the Initial Delivery Date which shall mark the beginning of the Cooperation Period or such earlier date as the Parties may mutually agree upon in writing, and the satisfaction of the conditions precedent provided under Article 8. | <p>Will the TPBAC consider amending this section based on the suggested provision below?</p> <p>3.4 Start of Supply of Electricity. The supply of electricity by SELLER and acceptance by NOCECO of energy from the Power Plant shall start no earlier than the Initial Delivery Date which shall mark the beginning of the Cooperation Period, subject to the satisfaction of the conditions precedent provided under Article 8.</p> | This shall be considered with the Winning Bidder | 2ND SET OF MATRIX |
| 126 | PSA | 3.4 | 3.4 Start of Supply of Electricity. The supply of electricity by SELLER and acceptance by NOCECO shall start no later than the Initial Delivery Date which shall mark the beginning of the Cooperation Period or such earlier date as the Parties may mutually agree upon in writing, and the satisfaction of the conditions precedent provided under Article 8. | <p>Will the TPBAC consider amending this section based on the suggested provision below?</p> <p>3.4 Start of Supply of Electricity. The supply of electricity by SELLER and acceptance by NOCECO of energy from the Power Plant <u>shall start no earlier than the Initial Delivery Date which shall mark the beginning of the Cooperation Period, subject to the satisfaction of the conditions precedent provided under Article 8.</u></p> | This shall be considered with the Winning Bidder | 4TH SET OF MATRIX |

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| 127 | PSA | 3.6.2 | <p>3.6.2 Obligations During Outage During outage, SELLER shall have the obligation to source replacement power to fulfill the Minimum Contracted Energy of the NOCECO, and the SELLER shall shoulder any incremental cost in providing the same. In the event that SELLER cannot provide NOCECO with a replacement power, NOCECO shall be allowed to source the replacement power at the expense of the SELLER.</p> <p>SELLER shall immediately notify the NOCECO of its inability to provide replacement power through a telephone call or any other expeditious manner. The notice shall indicate the reasons for its inability to find replacement power, the capacity, and duration. If the notice is sent verbally, such verbal communication shall be followed by written notice to NOCECO.</p> | <p>1. If Supplier is able to provide the whole Contracted Capacity through Replacement Power, will this provision still apply?</p> <p>2. Under this provision: "During outage, SELLER shall have the obligation to source replacement power to fulfill the Minimum Contracted Energy of the NOCECO, and the SELLER shall shoulder any incremental cost in providing the same", what will constitute the incremental cost?</p> | <p>NOCECO shall pay the Supplier with the RP rate equivalent to the ERC approved contract rate or actual, whichever is lower. Therefore, any other costs in the procurement of replacement power shall be shouldered by the Supplier.</p> <p>6/20: Draft PSA includes addition sub-section on Replacement Power and definition of incremental costs.</p> | 2ND SET OF MATRIX |
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| 128 | PSA | 3.6.2 | <p>3.6.2 Obligations During Outage During outage, SELLER shall have the obligation to source replacement power to fulfill the Minimum Contracted Energy of the NOCECO, and the SELLER shall shoulder any incremental cost in providing the same. In the event that SELLER cannot provide NOCECO with a replacement power, NOCECO shall be allowed to source the replacement power at the expense of the SELLER.</p> <p>SELLER shall immediately notify the NOCECO of its inability to provide replacement power through a telephone call or any other expeditious manner. The notice shall indicate the reasons for its inability to find replacement power, the capacity, and duration. If the notice is sent verbally, such verbal communication shall be followed by written notice to NOCECO.</p> | <p>1. If Supplier is able to provide the whole Contracted Capacity through Replacement Power, will this provision still apply?</p> <p>2. Under this provision: "During outage, SELLER shall have the obligation to source replacement power to fulfill the Minimum Contracted Energy of the NOCECO, and the SELLER shall shoulder any <u>incremental cost</u> in providing the same", what will constitute the incremental cost?</p> | <p>NOCECO shall pay the Supplier with the RP rate equivalent to the ERC approved contract rate or actual, whichever is lower. Therefore, any other costs in the procurement of replacement power shall be shouldered by the Supplier.</p> <p>6/20: Draft PSA includes addition sub-section on Replacement Power and definition of incremental costs.</p> | 4TH SET OF MATRIX |
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| 129 | PSA | 3.6 | <p>3.6 Reduction in Contracted Capacity. NOCECO shall be entitled to a reduction in its Contracted Capacity as a result of the transfer of any of the NOCECO's customer to another SELLER, in compliance to the Retail Competition and Open Access (RCOA) and any other issuances by the Philippine government in which NOCECO is obliged to comply. This shall be imposed upon written application by the NOCECO to the SELLER at least thirty (30) days prior to such reduction. Contracted capacity will be adjusted in proportion to all contracted volume and capacity from all SELLERS. Revision of monthly minimum energy off-take shall be undertaken by both parties. NOCECO shall be entitled to a reduction in the Contracted Capacity to the extent described below:</p> <p>3.6.1. the NOCECO's customer procures electricity from SELLER, in which case NOCECO shall be entitled to a reduction in the Contract Capacity equivalent to the average hourly coincidental peak demand of such the NOCECO's customer for the last twelve (12) calendar months prior to such disconnection; and</p> | <p>Will the TPBAC consider amending Sec. 3.6 and delete subsection 3.6.1 based on this suggested provision:</p> <p>3.6 Reduction in Contracted Capacity. During the implementation of Retail Competition and Open Access (RCOA), Green Energy Option Program (GEOP), and similar policies or rules allowing for an end-user's choice of supplier, NOCECO shall be entitled to a reduction in its Contracted Capacity as a result of the transfer of any of the NOCECO's contestable market customers to another supplier, This shall be imposed upon written application by the NOCECO to the SELLER at least thirty (30) days prior to such reduction. The reduction in Contracted Capacity shall be to the extent that the need for such reduction is the result of the transfer of NOCECO's contestable market customers and provided that the reduction shall not exceed the ratio the Contracted Capacity bears against NOCECO's total contracted volume and capacity from all of NOCECO's suppliers (including SELLER). Revision of monthly minimum energy off-take shall be undertaken by both parties. In addition to the conditions indicated in the immediately preceding sentence, NOCECO shall be entitled to a reduction in the Contracted Capacity under the following conditions:</p> | Denied. | 2ND SET OF MATRIX |
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| 130 | PSA | 3.6 | <p>3.6 Reduction in Contracted Capacity. NOCECO shall be entitled to a reduction in its Contracted Capacity as a result of the transfer of any of the NOCECO's customer to another SELLER, in compliance to the Retail Competition and Open Access (RCOA) and any other issuances by the Philippine government in which NOCECO is obliged to comply. This shall be imposed upon written application by the NOCECO to the SELLER at least thirty (30) days prior to such reduction. Contracted capacity will be adjusted in proportion to all contracted volume and capacity from all SELLERS. Revision of monthly minimum energy off-take shall be undertaken by both parties. NOCECO shall be entitled to a reduction in the Contracted Capacity to the extent described below:</p> <p>3.6.1. the NOCECO's customer procures electricity from SELLER, in which case NOCECO shall be entitled to a reduction in the Contract Capacity equivalent to the average hourly coincidental peak demand of such the NOCECO's customer for the last twelve (12) calendar months prior to such disconnection; and</p> | <p>Will the TPBAC consider amending Sec. 3.6 and delete subsection 3.6.1 based on this suggested provision:</p> <p><u>3.6 Reduction in Contracted Capacity. During the implementation of Retail Competition and Open Access (RCOA), Green Energy Option Program (GEOP), and similar policies or rules allowing for an end-user's choice of supplier, NOCECO shall be entitled to a reduction in its Contracted Capacity as a result of the transfer of any of the NOCECO's contestable market customers to another supplier. This shall be imposed upon written application by the NOCECO to the SELLER at least thirty (30) days prior to such reduction. The reduction in Contracted Capacity shall be to the extent that the need for such reduction is the result of the transfer of NOCECO's contestable market customers and provided that the reduction shall not exceed the ratio the Contracted Capacity bears against NOCECO's total contracted volume and capacity from all of NOCECO's suppliers (including SELLER). Revision of monthly minimum energy off-take shall be undertaken by both parties. In addition to the conditions indicated in the immediately preceding sentence, NOCECO shall be entitled to a reduction in the Contracted Capacity under the following conditions:</u></p> | Denied. | 4TH SET OF MATRIX |
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| 131 | PSA | 3.6.2 | <p>3.6.2. the NOCECO's customer procures electricity from any supplier who does not supply electricity to NOCECO, in which case NOCECO shall be entitled to a reduction in the Contract Capacity equivalent to the average hourly coincidental peak demand of such customer for the last twelve (12) calendar months prior to such disconnection multiplied by the proportion of the Contracted Capacity to the total capacity contracted by the NOCECO with all of its Suppliers of electric power (including the SELLER).</p> | <p>Will the TPBAC consider amending Sec. 3.6.2 based on this suggested provision:</p> <p>If NOCECO's customer procures electricity from any other supplier, NOCECO shall be entitled to a reduction in the Contract Capacity equivalent to the average hourly coincidental peak demand of such NOCECO's customer for the last twelve (12) calendar months prior to such transfer multiplied by the proportion the Contracted Capacity bears against the total capacity contracted by NOCECO with all of its suppliers (including the SELLER).</p> | Denied. | 2ND SET OF MATRIX |
| 132 | PSA | 3.6.2 | <p>3.6.2. the NOCECO's customer procures electricity from any supplier who does not supply electricity to NOCECO, in which case NOCECO shall be entitled to a reduction in the Contract Capacity equivalent to the average hourly coincidental peak demand of such customer for the last twelve (12) calendar months prior to such disconnection multiplied by the proportion of the Contracted Capacity to the total capacity contracted by the NOCECO with all of its Suppliers of electric power (including the SELLER).</p> | <p>Will the TPBAC consider amending Sec. 3.6.2 based on this suggested provision:</p> <p>If NOCECO's customer procures electricity from any other supplier, NOCECO shall be entitled to a reduction in the Contract Capacity equivalent to the average hourly coincidental peak demand of such NOCECO's customer for the last twelve (12) calendar months prior to such transfer multiplied by the proportion the Contracted Capacity bears against the total capacity contracted by NOCECO with all of its suppliers (including the SELLER).</p> | Denied. | 4TH SET OF MATRIX |

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| 133 | PSA | Article 4. Fees | <p>If any amount payable by NOCECO under this Agreement is not paid on Due Date: (i) the amount unpaid shall bear a daily interest, at a rate of twelve percent (12%) per annum, computed on a 360-day basis ; (ii) If any invoice from the SELLER is overdue for more than six (6) months, NOCECO shall pay an additional penalty of one percent (1%) per month for every additional month of delay beyond six (6) months.; (iii) SELLER has the right to immediately suspend the delivery of electricity and declare Electricity Fees for electricity supplied but not invoiced immediately due and payable, whereupon NOCECO shall pay such electricity Fees immediately upon delivery by SELLER of the corresponding invoice to NOCECO; and (iv) SELLER has a right to demand from NOCECO security deposit worth 100% of the monthly bill or collateral acceptable to SELLER, and the posting of such security deposit by NOCECO to SELLER, shall be a condition precedent for the continued supply of electricity by SELLER to NOCECO.</p> | <p>Proposing to add provision on Non Payment</p> <p>If any amount payable by NOCECO under this Agreement is not paid on Due Date: (i) the amount unpaid shall bear a daily interest, at a rate of twelve percent (12%) per annum, computed on a 360-day basis ; (ii) If any invoice from the SELLER is overdue for more than six (6) months, NOCECO shall pay an additional penalty of one percent (1%) per month for every additional month of delay beyond six (6) months.; (iii) SELLER has the right to immediately suspend the delivery of electricity and declare Electricity Fees for electricity supplied but not invoiced immediately due and payable, whereupon NOCECO shall pay such electricity Fees immediately upon delivery by SELLER of the corresponding invoice to NOCECO; and (iv) SELLER has a right to demand from NOCECO security deposit worth 100% of the monthly bill or collateral acceptable to SELLER, and the posting of such security deposit by NOCECO to SELLER, shall be a condition precedent for the continued supply of electricity by SELLER to NOCECO.</p> | This shall be discussed with the winning bidder | 1st SET OF MATRIX |
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| 134 | PSA | Article 4. Fees | <p>4.2 Payment Procedure. SELLER shall deliver to NOCECO, within ten (10) working days after the end of each Billing Month, an invoice in respect of Electricity Fees payable for the previous Billing Month. The due dates for such invoice shall be on the twenty-fifth (25th) day of the calendar month after receipt of such billing. All payments shall be made by NOCECO to SELLER in Pesos as calculated under the applicable sub-Schedules in Schedule 4 not later than 11:00 a.m. Philippine time, in immediately available funds on the day when payment is due to such account(s) as SELLER may notify NOCECO in writing from time to time.</p> | <p>Can we add that the invoice delivery be electronic first to follow hard copy?</p> | <p>This shall be discussed with the winning bidder</p> | <p>1st SET OF MATRIX</p> |
| 135 | PSA | 4.4 Billing Disputes | <p>The NOCECO must specify the disputed items in the invoice. If the dispute is not resolved by the due date, NOCECO shall pay the undisputed amount on or before such due date and the disputed amount shall be resolved within fourteen (14) calendar days after due date for such invoice</p> | <p>Propose to add this provision "If the dispute is resolved in favor of the SELLER, NOCECO shall pay interest for late payment on the amount withheld computed from the date such amount has been withheld from payment."</p> | <p>Denied.</p> | <p>1st SET OF MATRIX</p> |

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| 136 | PSA | 4.4 | <p>4.4 Billing Disputes. If NOCECO disputes any invoice, it shall so inform SELLER in writing within ten (10) calendar days from receipt of such invoice. The NOCECO must specify the disputed items in the invoice. If the dispute is not resolved by the due date, NOCECO shall pay the undisputed amount on or before such due date and the disputed amount shall be resolved within fourteen (14) calendar days after due date for such invoice. In case the dispute is not resolved in fourteen (14) calendar days, then Article 12 shall apply. It is understood that any dispute of the invoice under Article 4.5 shall be made in good faith.</p> | <p>Will the TPBAC consider amending this provision and allow payment of disputed amounts under protest:</p> <p>If Customer disputes any Billing Statement, Customer must notify Supplier in writing by the twelfth (12th) day of the Payment Month, specifying in said notice the items that are disputed in the Billing Statement. If the dispute is not resolved by the Payment Date, Customer shall pay the full amount stated in the Billing Statement on or before such due date, with the disputed portion paid under protest. The Parties shall endeavor in good faith to resolve the dispute within ten (10) days after payment in full of the amount stated in the Billing Statement. In case the dispute is not resolved within ten (10) days, then the matter shall be deemed to be a Dispute under and governed by Article 17.</p> | This shall be discussed with the Winning Bidder. | 2ND SET OF MATRIX |
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| 137 | PSA | 4.4 | <p>4.4 Billing Disputes. If NOCECO disputes any invoice, it shall so inform SELLER in writing within ten (10) calendar days from receipt of such invoice. The NOCECO must specify the disputed items in the invoice. If the dispute is not resolved by the due date, NOCECO shall pay the undisputed amount on or before such due date and the disputed amount shall be resolved within fourteen (14) calendar days after due date for such invoice. In case the dispute is not resolved in fourteen (14) calendar days, then Article 12 shall apply. It is understood that any dispute of the invoice under Article 4.5 shall be made in good faith.</p> | <p>Will the TPBAC consider amending this provision and allow payment of disputed amounts under protest:</p> <p>If Customer disputes any Billing Statement, Customer must notify Supplier in writing by the twelfth (12th) day of the Payment Month, specifying in said notice the items that are disputed in the Billing Statement. If the dispute is not resolved by the Payment Date, <u>Customer shall pay the full amount stated in the Billing Statement on or before such due date, with the disputed portion paid under protest.</u> The Parties shall endeavor in good faith to resolve the dispute within ten (10) days after payment in full of the amount stated in the Billing Statement. In case the dispute is not resolved within ten (10) days, then the matter shall be deemed to be a Dispute under and governed by Article 17.</p> | <p>This shall be discussed with the Winning Bidder.</p> | <p>4TH SET OF MATRIX</p> |
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| 138 | PSA | 5.1 | <p>5.1 Force Majeure. "a. Force Majeure events may include without limitation:..."</p> | <p>1. Will the TPBAC consider amending this section based on this suggested provision:</p> <p>5.1 Force Majeure. a. Force Majeure means any event, matter or circumstance that is unforeseeable or is outside the reasonable control of a Party and prevents or restricts the performance by that Party of its obligations hereunder. Force Majeure events may include without limitation:</p> <p>2. Will the TPBAC consider adding this provision to Section 5.1:</p> <p>b. With respect to SELLER, (a) the full or partial inability or failure of the SELLER to Deliver electricity directly from the Power Plant due to any event or circumstance described in the preceding paragraph, and (b) the failure or inability of the SELLER to manage and control the Power Plant, on account of any failure or delay in the delivery of fuel to, or the failure or inability of the SELLER to take and accept deliveries of fuel at, the Power Plant due to any event or circumstance described in the preceding paragraph, or any act of any Governmental Authority preventing the the SELLER from continued operations as owner and operator of the Power Plant or preventing access to the Power Plant or its related facilities shall be treated for all purposes of this Agreement as Force Majeure events, provided that such events are not</p> | Denied. | 2ND SET OF MATRIX |
| 139 | PSA | Force Majeure | (vi) failure of the Visayas grid and/or inability of NGCP to transmit power from SELLER to NOCECO... | <p>Propose to add in the enumeration of FM Events:</p> <p>emergency shutdowns in compliance with government advisory to prevent propoerty damage and injury.</p> | This is already covered in item (vi), as stated in "...any curtailment as ordered by the System Operator" | 1st SET OF MATRIX |

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| 140 | PSA | 5.2 | <p>5.2 Effect of Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract in case of, but only to the extent caused by, any event of Force Majeure; provided, that the relief granted by this provision shall be available only if and to the extent the Party claiming relief has and continues to take all steps reasonably within its control to mitigate the effects of such Force Majeure event, and in no event shall late payment or non- payment of money due be excused.</p> | <p>Will the TPBAC consider amending Section 5.2 based on this suggested provision:</p> <p>"5.2 Effect of Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract in case of, but only to the extent caused by, any event of Force Majeure; provided, that the relief granted by this provision shall be available only if and to the extent the Party claiming relief has and continues to take all steps reasonably within its control to mitigate the effects of such Force Majeure event, and in no event shall late payment or non- payment of money due be excused. During such Force Majeure event, the SELLER may offer Replacement Power from alternative sources, which may include the WESM, for which the SELLER, if NOCECO accepts, shall charge NOCECO the prevailing WESM price or the Contract Rate, whichever is higher."</p> | Denied. | 2ND SET OF MATRIX |
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| 141 | PSA | 5.2 | <p>5.2 Effect of Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract in case of, but only to the extent caused by, any event of Force Majeure; provided, that the relief granted by this provision shall be available only if and to the extent the Party claiming relief has and continues to take all steps reasonably within its control to mitigate the effects of such Force Majeure event, and in no event shall late payment or non- payment of money due be excused.</p> | <p>Will the TPBAC consider amending Section 5.2 based on this suggested provision:</p> <p>"5.2 Effect of Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract in case of, but only to the extent caused by, any event of Force Majeure; provided, that the relief granted by this provision shall be available only if and to the extent the Party claiming relief has and continues to take all steps reasonably within its control to mitigate the effects of such Force Majeure event, and in no event shall late payment or non- payment of money due be excused. During such Force Majeure event, the SELLER may offer Replacement Power from alternative sources, which may include the WESM, for which the SELLER, if NOCECO accepts, shall charge NOCECO the prevailing WESM price or the Contract Rate, whichever is higher."</p> | Denied. | 4TH SET OF MATRIX |
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| 142 | PSA | 5.2 | <p>5.2 Effect of Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract in case of, but only to the extent caused by, any event of Force Majeure; provided, that the relief granted by this provision shall be available only if and to the extent the Party claiming relief has and continues to take all steps reasonably within its control to mitigate the effects of such Force Majeure event, and in no event shall late payment or non- payment of money due be excused.</p> | <p>Will the TPBAC consider amending Section 5.2 based on this suggested provision:</p> <p>"5.2 Effect of Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract in case of, but only to the extent caused by, any event of Force Majeure; provided, that the relief granted by this provision shall be available only if and to the extent the Party claiming relief has and continues to take all steps reasonably within its control to mitigate the effects of such Force Majeure event, and in no event shall late payment or non- payment of money due be excused. <u>During such Force Majeure event, the SELLER may offer Replacement Power from alternative sources, which may include the WESM, for which the SELLER, if NOCECO accepts, shall charge NOCECO the prevailing WESM price or the Contract Rate, whichever is higher.</u>"</p> | This shall be discussed with the Winning Bidder. | 4TH SET OF MATRIX |
| 143 | PSA | Force Majeure | <p>5.8 Force Majeure Events with a duration of less than thirty (30) consecutive days are not obliged to provide Replacement Power. Otherwise, the SELLER is obliged to source Replacement Power for NOCECO</p> | <p>May we know rationale for this? Why would the SELLER be obliged to provide RP during (Prolonged) FM?</p> | This is to ensure that SELLER does not delay in taking steps to mitigate the effects of the FM. | 1st SET OF MATRIX |

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| 144 | PSA | 5.8 | <p>5.8 Force Majeure Events with a duration of less than thirty (30) consecutive days are not obliged to provide Replacement Power. Otherwise, the SELLER is obliged to source Replacement Power for NOCECO</p> | <p>Will the TPBAC consider amending section 5.8 and incorporate the amended paragraphs under the suggested provision under Sec. 5.2?</p> <p>Effect of Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract in case of, but only to the extent caused by, any event of Force Majeure; provided, that the relief granted by this provision shall be available only if and to the extent the Party claiming relief has and continues to take all steps reasonably within its control to mitigate the effects of such Force Majeure event, and in no event shall late payment or non- payment of money due be excused. During such Force Majeure event, the SELLER may offer Replacement Power from alternative sources, which may include the WESM, for which the SELLER, if NOCECO accepts, shall charge NOCECO the prevailing WESM price or the Contract Rate, whichever is higher.</p> | Denied. | 2ND SET OF MATRIX |
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| 145 | PSA | 5.8 | <p>5.8 Force Majeure Events with a duration of less than thirty (30) consecutive days are not obliged to provide Replacement Power. Otherwise, the SELLER is obliged to source Replacement Power for NOCECO</p> | <p>Will the TPBAC consider amending section 5.8 and incorporate the amended paragraphs under the suggested provision under Sec. 5.2?</p> <p>Effect of Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract in case of, but only to the extent caused by, any event of Force Majeure; provided, that the relief granted by this provision shall be available only if and to the extent the Party claiming relief has and continues to take all steps reasonably within its control to mitigate the effects of such Force Majeure event, and in no event shall late payment or non- payment of money due be excused. During such Force Majeure event, the SELLER may offer Replacement Power from alternative sources, which may include the WESM, for which the SELLER, if NOCECO accepts, shall charge NOCECO the prevailing WESM price or the Contract Rate, whichever is higher.</p> | Denied. | 4TH SET OF MATRIX |
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| 146 | PSA | ARTICLE 6. Penalties | <p>6.1 The SELLER shall be penalized (monetary, etc) in cases of the following events and circumstances:</p> <ul style="list-style-type: none"> i. Delay in Delivery on Target Delivery Date ii. Given that the requirement states that there is no "Outage Allowance", the SELLER shall be penalized should it fail to provide Replacement Power if the main power plant source cannot deliver power, resulting in a failure of delivery of power; and iii. Other provisions found in this PSA. <p>During Force Majeure, the actual metered quantity shall be applied. Penalties on the off-taker shall not be imposed. No penalty shall be imposed on the off-taker if there is a reduction of energy purchased due to the implementation of Open Access (RCOA).</p> | <p>Please indicate the specific penalties?</p> <p>May we also request scenario/details and specific amount of penalty to be imposed?</p> | 6/20: Article 6.2 added in the draft PSA | 1st SET OF MATRIX |
| 147 | PSA | Penalties | <ul style="list-style-type: none"> ii. Given that the requirement states that there is no "Outage Allowance", the SELLER shall be penalized should it fail to provide Replacement Power if the main power plant source cannot deliver power, resulting in a failure of delivery of power; and iii. Other provisions found in this PSA. | This should not cover outages due to FM | Yes | 1st SET OF MATRIX |

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| 148 | PSA | Article 6 Penalties | | How much will be the penalty? What is the basis or computation for the penalty | 6/20: Added Article 6.2 in the draft PSA The computation of Penalties shall be based on the following: Total Contracted Energy multiplied to ERC-approved contract price or the prevailing spot market price for the hours in which the Supplier is unavailable, whichever is HIGHER. | 3RD SET OF MATRIX |
| 149 | PSA | 6.1 | 6.1 The SELLER shall be penalized (monetary, etc) in cases of the following events and circumstances: i. Delay in Delivery on Target Delivery Date ii. Given that the requirement states that there is no "Outage Allowance", the SELLER shall be penalized should it fail to provide Replacement Power if the main power plant source cannot deliver power, resulting in a failure of delivery of power; and iii. Other provisions found in this PSA. During Force Majeure, the actual metered quantity shall be applied. Penalties on the off-taker shall not be imposed. No penalty shall be imposed on the off-taker if there is a reduction of energy purchased due to the implementation of Open Access (RCOA). | Will the TPBAC consider amending this provision since the failure to provide replacement power can already be remedied by NOCECO procuring its own supply? "6.1 The SELLER shall be penalized (monetary, etc): i. if SELLER fails to provide Replacement Power during an outage,, resulting in a failure of delivery of power; and ii. For violations of other provisions of this PSA. <u>Penalties payable by SELLER under this Article shall be computed in accordance with _____."</u> | This shall be considered with the Winning Bidder | 4TH SET OF MATRIX |
| 150 | PSA | ARTICLE 8 CONDITIONS PRECEDENT | 8.2 SELLER Conditions Precedent. (a) copies of the SEC Certificate of Registration, Articles of Incorporation and By-Laws of the SELLER, each duly certified by the corporate secretary of the SELLER; | (a) copies of the SEC Certificate of Registration, latest Amended Articles of Incorporation and By-Laws of the SELLER, each duly certified by the corporate secretary of the SELLER; | This shall be considered, if AOI has been amended and approved by the SEC | 1st SET OF MATRIX |

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| 151 | PSA | Article 9. Grounds For Termination | Non-fulfillment of conditions of effective date; | May we seek clarification on what these are? | This provision shall be deleted. | 1st SET OF MATRIX |
| 152 | PSA | Article 9. Grounds For Termination | iv. Non-concurrence of Commencement Date or Commercial Operation Date... | Is this Intial Delivery Date? Target Delivery Date? Cna we have alignment and standardization of terms? | 6/20:Commencement Date or Commercial Operation Date shall be added on the definition of terms Commencement date shall be the date that the contract shall start which shall be on a)26th day of December 2023, assuming the ERC approval is acquired by both parties, whether provisional or final, or b) the next immediate 26th of the month following the approval of ERC. | 1st SET OF MATRIX |

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| 153 | PSA | 9.1 | <p>9.1 NOCECO may terminate the Agreement by written notice to the SELLER in cases of:</p> <p>i. Events of default</p> <p>a. The unexcused or willful failure of SELLER to comply with its material obligations under this Agreement, including but not limited to the failure of the SELLER to deliver the Contracted Capacity on Initial Delivery Date and after a grace period of ninety (90) days from the time of notice of demand from NOCECO in accordance with section 9.1.1 below; and</p> <p>b. SELLER ceases or discontinues to deliver electricity for a period of forty five (45) consecutive days, except in instances allowed under this Agreement.</p> <p>ii. Expiration of Term and/or Upon Mutual Agreement</p> <p>iii. Non-fulfillment of conditions of effective date;</p> <p>iv. Non-concurrence of Commencement Date or Commercial Operation Date;</p> <p>v. Events of Force Majeure; and</p> <p>vi. When the SELLER fails to supply for a period of Sixty (60) days for reasons wholly attributable to its fault and/or negligence, provided that, the Supplier fails to take reasonable actions or remedies to solve its inability to deliver capacity and energy.</p> <p>vii. ERC delayed approval, whether provisional or final,</p> | <p>Will the TPBAC consider amending the grounds for termination and add an additional ground as provided in the suggested amendment below:</p> <p>9.1 NOCECO may terminate the Agreement by written notice to the SELLER in cases of:</p> <p>i. Events of default</p> <p>a. The unexcused or willful failure of SELLER to comply with its material obligations under this Agreement, including but not limited to the failure of the SELLER to deliver the Contracted Capacity on Initial Delivery Date and after a grace period of ninety (90) days from the time of notice of demand from NOCECO in accordance with section 9.1.1 below; and</p> <p>b. SELLER ceases or discontinues to deliver electricity for a period of forty five (45) consecutive days, except in instances allowed under this Agreement.</p> <p>c. <u>When the SELLER fails to supply for a period of sixty (60) days for reasons wholly attributable to its fault and/or gross negligence,;</u></p> <p>ii. <u>Expiration of the Cooperation Period and/or early termination upon mutual agreement by the parties;</u></p> <p>iii. <u>Prolonged Events of Force Majeure under Section 5.7;</u> and</p> <p>iv. <u>Delay in the release of the ERC's approval of</u></p> | This shall be considered with the Winning Bidder | 4TH SET OF MATRIX |
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| 154 | PSA | 9.2 | <p>9.2 The SELLER may terminate the Agreement by written notice to NOCECO when:</p> <ul style="list-style-type: none"> i. NOCECO Discontinue Operations ii. NOCECO Declares bankruptcy; or iii. Any financial obligation of NOCECO is not paid within any applicable grace period. iv. After 1 year of cooperation period, SELLER has determined the existence of conditions that have an actual negative effect on the economic and financial operations of the SELLER which shall lead to bankruptcy if continued. | <p>Will the TPBAC consider amending the grounds for termination and add an additional ground as provided in the suggested amendment below:</p> <p>9.2 The SELLER may terminate the Agreement by written notice to NOCECO when:</p> <ul style="list-style-type: none"> i. (a) NOCECO admits in writing its inability to pay any debt as and when they fall due; (b) any bankruptcy, insolvency, suspension of payment, reorganization or similar proceedings are commenced by or against NOCECO; (c) as part of a scheme of arrangement or composition with its creditors, the NOCECO makes any assignment for the benefit of its creditors; or (d) an effective order is made , or an effective corporate resolution is passed, for the liquidation, winding-up or dissolution of the Customer; ii. A receiver or trustee in bankruptcy, insolvency, suspension of payment, reorganization or similar proceedings is appointed in respect of all or any material part of the Customer's assets and such appointment is not set aside or stayed within sixty (60) days; iii. The Customer ceases or discontinues operations for a period of thirty (30) consecutive days; iv. Any financial obligation of NOCECO is not paid when it falls due under the terms of this Agreement | This shall be considered with the Winning Bidder | 2ND SET OF MATRIX |
| 155 | PSA | Article 9. Grounds For Termination | <p>9.2 The SELLER may terminate the Agreement by written notice to NOCECO when:</p> | <p>Suggest to mutualize termination rights -</p> <ul style="list-style-type: none"> - When Noceco defaults n its reps and warranties and obligations - When Sunset Date happens, SELLEr should also have the option to terminate | This shall be considered with the Winning Bidder | 1st SET OF MATRIX |

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| 156 | PSA | 9.2 | <p>9.2 The SELLER may terminate the Agreement by written notice to NOCECO when:</p> <ul style="list-style-type: none"> i. NOCECO Discontinue Operations ii. NOCECO Declares bankruptcy; or iii. Any financial obligation of NOCECO is not paid within any applicable grace period. iv. After 1 year of cooperation period, SELLER has determined the existence of conditions that have an actual negative effect on the economic and financial operations of the SELLER which shall lead to bankruptcy if continued. | <p>Will the TPBAC consider amending the grounds for termination and add an additional ground as provided in the suggested amendment below:</p> <p>9.2 The SELLER may terminate the Agreement by written notice to NOCECO when:</p> <ul style="list-style-type: none"> i. <u>(a) NOCECO admits in writing its inability to pay any debt as and when they fall due; (b) any bankruptcy, insolvency, suspension of payment, reorganization or similar proceedings are commenced by or against NOCECO; (c) as part of a scheme of arrangement or composition with its creditors, the NOCECO makes any assignment for the benefit of its creditors; or (d) an effective order is made, or an effective corporate resolution is passed, for the liquidation, winding-up or dissolution of the Customer;</u> ii. <u>A receiver or trustee in bankruptcy, insolvency, suspension of payment, reorganization or similar proceedings is appointed in respect of all or any material part of the Customer's assets and such appointment is not set aside or stayed within sixty (60) days;</u> iii. <u>The Customer ceases or discontinues operations for a period of thirty (30) consecutive days;</u> iv. <u>Any financial obligation of NOCECO is not paid when it falls due under the terms of this Agreement</u> | This shall be considered with the Winning Bidder | 4TH SET OF MATRIX |
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| 157 | PSA | 9.2.1 | <p>9.2.1 Procedure for SELLER to Terminate For Article 9.2.i, 9.2.ii, and 9.2.iii, SELLER shall send NOCECO a Notice of Default after the lapse of the respective periods indicated above. NOCECO shall then have thirty (30) days from its receipt of the Notice of Default to cure the NOCECO Default. If NOCECO fails to cure the NOCECO's Default within the 30-day curing period, SELLER may send NOCECO a Termination Notice thereafter, and this Agreement shall be effectively terminated thirty (30) days from NOCECO's receipt of the Termination Notice.</p> <p>For 9.2.iv., both Parties shall enter into good faith negotiations for ninety (90) calendar days upon receipt of Notice of Default, to come to an agreement that will mend the negative effect on the Transaction. If no agreement has been reached by both parties by the end of the 90th calendar day of the negotiation, the SELLER will continue to provide NOCECO with power for the next six (6) billing months before formally terminating the contract thru a Termination Notice with either Party having no liability to pay the termination fee.</p> | <p>Will the TPBAC consider amending this section and reflect the suggested provision below?</p> <p>9.2.1 Procedure for SELLER to Terminate For Article 9.2.i, 9.2.ii, and 9.2.iii, SELLER may terminate the Contract with immediate effect by serving the Termination Notice to the Customer.</p> <p>For Article 9.2.iii, SELLER shall send NOCECO a Notice of Default after the lapse of the period indicated above. NOCECO shall then have thirty (30) days from its receipt of the Notice of Default to cure the event of default. If NOCECO fails to cure the default within the 30-day curing period, SELLER may send NOCECO a Termination Notice thereafter, and this Agreement shall be effectively terminated thirty (30) days from NOCECO's receipt of the Termination Notice.</p> | This shall be considered with the Winning Bidder | 2ND SET OF MATRIX |
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| 158 | PSA | 9.2.1 | <p>9.2.1 Procedure for SELLER to Terminate For Article 9.2.i, 9.2.ii, and 9.2.iii, SELLER shall send NOCECO a Notice of Default after the lapse of the respective periods indicated above. NOCECO shall then have thirty (30) days from its receipt of the Notice of Default to cure the NOCECO Default. If NOCECO fails to cure the NOCECO's Default within the 30-day curing period, SELLER may send NOCECO a Termination Notice thereafter, and this Agreement shall be effectively terminated thirty (30) days from NOCECO's receipt of the Termination Notice.</p> <p>For 9.2.iv., both Parties shall enter into good faith negotiations for ninety (90) calendar days upon receipt of Notice of Default, to come to an agreement that will mend the negative effect on the Transaction. If no agreement has been reached by both parties by the end of the 90th calendar day of the negotiation, the SELLER will continue to provide NOCECO with power for the next six (6) billing months before formally terminating the contract thru a Termination Notice with either Party having no liability to pay the termination fee.</p> | <p>Will the TPBAC consider amending this section and reflect the suggested provision below?</p> <p>9.2.1 Procedure for SELLER to Terminate <u>For Article 9.2.i, 9.2.ii, and 9.2.iii, SELLER may terminate the Contract with immediate effect by serving the Termination Notice to the Customer.</u></p> <p><u>For Article 9.2.iii, SELLER shall send NOCECO a Notice of Default after the lapse of the period indicated above. NOCECO shall then have thirty (30) days from its receipt of the Notice of Default to cure the event of default. If NOCECO fails to cure the default within the 30-day curing period, SELLER may send NOCECO a Termination Notice thereafter, and this Agreement shall be effectively terminated thirty (30) days from NOCECO's receipt of the Termination Notice.</u></p> | This shall be considered with the Winning Bidder | 4TH SET OF MATRIX |
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| 159 | PSA | 13 | <p>The Parties agree to submit to the exclusive jurisdiction of the ERC for the hearing and determination of any action or proceeding arising out of or in connection with this Agreement, to the exclusion of all other courts and tribunals.</p> | <p>Will the TPBAC consider amending this section based on the proposed changes below:</p> <p>Any dispute that is not resolved between the Parties in accordance with the provisions of Article 12 shall, unless the dispute falls within the original and exclusive jurisdiction of the ERC, be submitted to the jurisdiction of the proper court specified of _____ City, to the exclusion of all other courts elsewhere situated, and the Parties agree that such court is an appropriate forum for the settlement of disputes and waive any claim or assertion that such courts are an inconvenient forum.</p> | This shall be considered with the Winning Bidder | 2ND SET OF MATRIX |
| 160 | PSA | 13 | <p>The Parties agree to submit to the exclusive jurisdiction of the ERC for the hearing and determination of any action or proceeding arising out of or in connection with this Agreement, to the exclusion of all other courts and tribunals.</p> | <p>Will the TPBAC consider amending this section based on the proposed changes below:</p> <p><u>Any dispute that is not resolved between the Parties in accordance with the provisions of Article 12 shall, unless the dispute falls within the original and exclusive jurisdiction of the ERC, be submitted to the jurisdiction of the proper court specified of _____ City, to the exclusion of all other courts elsewhere situated, and the Parties agree that such court is an appropriate forum for the settlement of disputes and waive any claim or assertion that such courts are an inconvenient forum.</u></p> | This shall be considered with the Winning Bidder | 4TH SET OF MATRIX |

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| 161 | PSA | SCHEDULE 6 SETTLEMENT | 1. The Submitted DGS shall be the basis for the settlement of the NOCECO with the SELLER subject to undelivered power and Force Majeure events for the relevant Billing Month. In case the total DGS for any month is less than the Minimum Contracted Energy nominated by the NOCECO in Schedule 1, the DGS shall be the basis for settlement. | Shouldn't NOCECO pay for the MCE even if DGS is less? | NOCECO shall purchase 10MW, every hour for the billing period, unless there is Force Majeure in which 5.3 shall apply which states that NOCECO shall not be required to make payments for Capacity that is unavailable and Capacity that it cannot accept. | 1st SET OF MATRIX |
| 162 | Annex-b Financial Proposal | Bid Form 1a | Column C: Generated kWh of Nominated Plant | Will this be not in conflict with the Billing determinant of 7,200,000kWh, especially if the number of days are different for a certain billing month | 6/20: Please refer to new FP section in the FITB | 1st SET OF MATRIX |
| 163 | Annex-b Financial Proposal | Bid Form 1a | Year 1 / Month 1 | Does this pertain to Feb 26~Mar 25, 2023 Billing period? | 6/20: Please refer to new FP section in the FITB | 1st SET OF MATRIX |
| 164 | Revised Annex-b Financial Proposal | All Sheets | All Sheets | We noticed that there was a significant revisions from the previous template. Kindly elaborate each item contained in the revised financial proposal template. | 6/20: Please refer to new FP section in the FITB | 2ND SET OF MATRIX |
| 165 | Revised Annex-b Financial Proposal | Bid Form 1b Fuel Foreign | Bid Form 1b Fuel Foreign | Are these sheets (Bid Form 1b Fuel Foreign (1), Bid Form 1b Fuel Foreign (2), Bid Form 1b Fuel Foreign (3) as well as Bid Form 1b Fuel Local (1), Bid Form 1b Fuel Local (2)) refers to each nominated plant? If so, if we only have one nominated plant we will only need to fill out 1 sheet? | 6/20: Please refer to new FP section in the FITB | 2ND SET OF MATRIX |

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| 166 | Revised Annex-b Financial Proposal | Bid Form 1b Fuel Foreign | Bid Form 1b Fuel Foreign | During the prebid conference, most if not all of the bidders commented/suggested to have a standard forecasting method or to have it built-in in the template for an apple to apple comparison. May we know if NOCECO will provide a forecasting method as reference? | 6/20: Please refer to new FP section in the FITB | 2ND SET OF MATRIX |
| 167 | Revised Annex-b Financial Proposal | Bid Form 1b Fuel Foreign (1) | Cells I22 & 23, vii: Number of Units Consumed | What does this column/item mean? Kindly elaborate | 6/20: Please refer to new FP section in the FITB | 2ND SET OF MATRIX |
| 168 | Revised Annex-b Financial Proposal | Bid Form 1b Fuel Foreign (1) | F: Total Cost for Fuel, Php/kWh Cells K24:K143 | Kindly double check the formula. The resulting unit is Php-Unit/kWh ² instead of Php/kWh. | 6/20: Please refer to new FP section in the FITB | 2ND SET OF MATRIX |
| 169 | Revised Annex-b Financial Proposal | Bid Form 1b Fuel Foreign (1) | Fuel Source (Row 17) | What does Fuel Source mean? | 6/20: Please refer to new FP section in the FITB | 2ND SET OF MATRIX |

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| 170 | Revised Annex B-1 | Financial Proposal | Financial Proposal | <p>1. Will the TPBAC provide its own CPI projections in the Financial Proposal considering that Bidders may have different projections?</p> <p>2. Why are columns C and D in the table under the Bid Form 1a tab, starting from cells E and F26 locked when these cells are needed for the computation of the Present Value and LCOE?</p> <p>3. For the fuel tabs, are we allowed to input the energy generated in kWh lower than the required baseload kWh?</p> <p>4. For Bid Form 1b Fuel Local 1 and Local 2, will the TPBAC/TWG input the FOREX data given that the cells are locked?</p> <p>5. What is the basis of the 3.50% assumed rate of return?</p> <p>6. Kindly confirm that the computation of the effective rate for the month with PPD in p/kWh under Bid Form PPD tab is going to come from the Bidders.</p> | Please see "STANDARD GUIDE FOR COMPLETING ANNEX B-1 (FINANCIAL PROPOSAL)" | 2ND SET OF MATRIX |
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| 171 | Revised Annex B-1 | Financial Proposal | Financial Proposal | <p>1. Will the TPBAC provide its own CPI projections in the Financial Proposal considering that Bidders may have different projections?</p> <p>2. Why are columns C and D in the table under the Bid Form 1a tab, starting from cells E and F26 locked when these cells are needed for the computation of the Present Value and LCOE?</p> <p>3. For the fuel tabs, are we allowed to input the energy generated in kWh lower than the required baseload kWh?</p> <p>4. For Bid Form 1b Fuel Local 1 and Local 2, will the TPBAC/TWG input the FOREX data given that the cells are locked?</p> <p>5. What is the basis of the 3.50% assumed rate of return?</p> <p>6. Kindly confirm that the computation of the effective rate for the month with PPD in p/kWh under Bid Form PPD tab is going to come from the Bidders.</p> | 6/20: Please refer to new FP section in the FITB | 4TH SET OF MATRIX |
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| 172 | Revised Annex B-1 | Financial Proposal | Financial Proposal | <p>1. How will the TPBAC evaluate the Financial Proposal considering that Bidders may have different projections? Will the Second Pre-Bid Conference include a technical session on the Financial Proposal template?</p> <p>2. How will the fuel passthrough costs be evaluated?</p> <p>3. Kindly clarify how the VOM will be evaluated. The advanced copy presentation provided that it is based on actual costs but in the template, there is a formula every month?</p> <p>4. Will the Parties have the chance to agree on a format during the implementation on how to provide the substantiation?</p> <p>5. Why are columns C and D in the table under the Bid Form 1a tab, starting from cells E and F26 locked when these cells are needed for the computation of the Present Value and LCOE?</p> <p>6. For the fuel tabs, are we allowed to input the energy generated in kWh lower than the required baseload kWh?</p> <p>7. For Bid Form 1b Fuel Local 1 and Local 2, will the TPBAC/TWG input the FOREX data given that the cells are locked?</p> | These are not applicable anymore with the new financial bid proposal template. | 4TH SET OF MATRIX |
| 173 | Revised ANNEX B-2 TECHNICAL PROPOSAL v 05122023 | <p>Sheet 2a Generation Portfolio / Row 17 to 38</p> <p>Sheet 2b Customer Portfolio / Row 17 to 38</p> | 5-year Scheduled and Unscheduled Outage occurrence and duration. | May we clarify the purpose of the information required since per ITB, there shall be no outage allowance for the entire duration of the contract. May request to delete this requirement. | This is for the historical data and performance of the portfolio of plants owned by the Bidder. These are info that shall be reviewed during the post qualification. | 2ND SET OF MATRIX |

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| 174 | Annex C | 1.4 (vii) Financial Documents | Financial Ratios indicating liquidity measurement ratio, debt ratio, profitability ratio and operating performance ratio | May we know the intention of this requirement? Aside from the debt ratio not exceeding 50%, are there other qualifying ratios for eligibility? | 6/20: Please see formula for debt ratio in ITB 8.5 | 2ND SET OF MATRIX |
| 175 | Annex C | 1.4 (vii) Financial Documents | | In lieu of Financial ratios required under these section, would it be possible if the bidder will provide instead the Debt Service Capability Ratio (DSCR) submission to ERC? | Yes. Actual DSCR calculation covered by the existing COC to support the Financial Ratios 6/20: Please refer to updated FITB | 2ND SET OF MATRIX |
| 176 | Annex C | 1.4 (vii) Financial Documents | | May the bidders provide financial documents of the parent company? | Affiliate shall submit its own financial documents | 2ND SET OF MATRIX |
| 177 | Annex C | 2.2 (j) Technical Proposal | Planned Preventive Maintenance Schedule | What is the intention of the document considering that there is no outage allowance per ITB? Are bidders allowed to submit the 3-year GOMP approved by NGCP and DOE for this requirement? | GOMP is acceptable. The required document will be used by the TWG in the post-evaluation how the Bidder performs to ensure that the nominated plants are reliable | 2ND SET OF MATRIX |
| 178 | Annex C | 1.2 Legal Documents | d. Shareholder's Agreement/ Latest GIS | Please confirm that the requirement is to submit EITHER the Shareholders' Agreement OR the latest GIS. Are we required to submit 2 copies of the GIS to ensure compliance with the list of Legal documents? Or 1 submission would suffice for all the line items concerning the GIS? | To harmonize, Letter (d) shall be Shareholder's Agreement and letter (h) shall be the General Information Sheet 6/20: Letter (h) GIS delisted. | 2ND SET OF MATRIX |
| 179 | Annex C | 1.2 Legal Documents | d. Shareholder's Agreement/ Latest GIS h. 5. General Information Sheet submitted to the SEC | For clarity, kindly confirm that the two requirements/items are the same. If so, should the bidders submit two (2) copies of SEC stamped GIS? Or one (1) SEC stamped and one (1) photocopy would suffice? | To harmonize, Letter (d) shall be Shareholder's Agreement and letter (h) shall be the General Information Sheet 6/20: Letter (h) GIS delisted. | 2ND SET OF MATRIX |

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| 180 | Annex C | 1.2 (h) Legal Documents | <p>Documentary proof of Bidder's Compliance with tax obligations such as:</p> <p>A Certification under Oath from Bidder's responsible officers that the Bidder is free and clear of all liabilities with the government (Annex D-8)</p> | <p>Please confirm that there is no Annex D-8. Per your advice, this documentary requirement refers to and is the same as Annex D-6. If so, we would have to submit 2 sets of Annex D-6 to comply with the 2 requirements.</p> <p>Further, we understand that a certification from one (1) officer is sufficient. Although the list of requirements mentions "officers", in Annex D-6, there is only 1 signatory who will certify.</p> | <p>Yes.</p> <p>6/20: FITB and Annex C has been updated.</p> | 2ND SET OF MATRIX |
| 181 | Annex C | 1.5 (a) Class "B" documents | <p>Secretary's Certificate designating the Bidder's authorized representative/s who will sign (a) the documents required in this Bid, and (b) the Power Supply Agreement (PSA), bearing certified sheets containing at least three (3) specimens of full signature and three (3) initials of the designated representative/s;</p> | <p>For the purpose of Bid submission, may we request that Sec Cert requirement and specimen signature will be limited to item a) only - i.e. the Bidder's authorized representative/s. This given that the PSA signatories will be totally different individual, such requirement maybe be required during PSA signing.</p> | <p>Denied.</p> | 2ND SET OF MATRIX |
| 182 | ANNEXES | | Annex D-1 to D-6 | Can we propose edits to the templates? | | 1st SET OF MATRIX |

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| 183 | Annex D-1 (Omnibus Sworn Statement) | Paragraph 7 | <p>7. Therma Visayas, Inc. (TVI) is aware of and has undertaken the following responsibilities as a Bidder:</p> <ul style="list-style-type: none"> a) Carefully examine all of the Bidding Documents; b) Acknowledge all conditions, local or otherwise, affecting the implementation of the PSA; c) Make an estimate of the facilities available and needed for the PSA to be bid, if any; d) Inquire about or secure Supplemental/Bid Bulletin(s); and e) Accepted and will abide to all the procedures, requirements, rules and regulations issued by the NOCECO TPBAC through the Bidding Documents. | <p>Will the TPBAC allow the Bidder to remove Sec. b of the Omnibus Sworn Statement or at least provide a reservation on the acknowledgment of the conditions of the PSA since the provisions and terms of the PSA are still subject to negotiation after the Notice of Award is given to the Winning Bidder?</p> | <p>Denied.</p> | <p>2ND SET OF MATRIX</p> |
| 184 | Instructions to Bid | ANNEX D-1: Omnibus Sworn Statement | <p>SUBSCRIBED AND SWORN to before me this ___ day of [Month] 2023 at [Place of Execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.</p> | <p>Can government issued ID take the place of Community Tax Certificate in this requirement? (Please see highlighted in red in the previous cell)</p> | <p>Yes 6/20: Update Annex D-1 of the FITB</p> | <p>3RD SET OF MATRIX</p> |

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| 185 | Annex D-1 (Omnibus Sworn Statement) | Paragraph 7 | <p>7. Therma Visayas, Inc. (TVI) is aware of and has undertaken the following responsibilities as a Bidder:</p> <ul style="list-style-type: none"> a) Carefully examine all of the Bidding Documents; b) Acknowledge all conditions, local or otherwise, affecting the implementation of the PSA; c) Make an estimate of the facilities available and needed for the PSA to be bid, if any; d) Inquire about or secure Supplemental/Bid Bulletin(s); and e) Accepted and will abide to all the procedures, requirements, rules and regulations issued by the NOCECO TPBAC through the Bidding Documents. | <p>Will the TPBAC allow the Bidder to remove Sec. b of the Omnibus Sworn Statement or at least provide a reservation on the acknowledgment of the conditions of the PSA since the provisions and terms of the PSA are still subject to negotiation after the Notice of Award is given to the Winning Bidder?</p> | <p>No, the Sec. b remains</p> | <p>4TH SET OF MATRIX</p> |
| 186 | ANNEX D-2 | Acceptance of the bidding documents | <p>2. [Bidder's name] waives any right it may have to seek and obtain a writ of injunction or prohibition or restraining order against NOCECO to prevent or restrain this Transaction or any proceeding related thereto, the holding of any other bidding or any proceeding related thereto, the selection of the Winning Bidder and the execution of the Power Supply Agreement. Such waiver shall, however, be without prejudice to the right of the undersigned to question the lawfulness of any disqualification or the rejection of their Bid by appropriate administrative or judicial processes not involving the issuance of a writ of injunction or prohibition or restraining order;</p> | <p>Propose edits: 2. [Bidder's name] waives any right it may have to seek and obtain a writ of injunction or prohibition or restraining order against NOCECO to prevent or restrain this Transaction or any proceedings related thereto, from progressing, including the selection of the Winning Bidder and the execution of the Power Supply Agreement. Such waiver shall, however, be without prejudice to the right of the undersigned to question the legality lawfulness of any disqualification or the rejection of its Bid or any portion of the bid process by appropriate administrative or judicial processes not involving the issuance of a writ of injunction or prohibition or restraining order;</p> | <p>Accepted. 6/20: Revisions reflected in updated reference document</p> | <p>1st SET OF MATRIX</p> |

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| 187 | ANNEX D-2 | ACCEPTANCE OF THE BIDDING DOCUMENTS | 4. [Bidder's name] unconditionally and irrevocably waives any defect, deviation, fault or infirmity in this Transaction and the whole process conducted by NOCECO | 4. [Bidder's name] unconditionally and irrevocably waives any defect, deviation, fault or infirmity in this Transaction and the whole process conducted by NOCECO, within the bounds and framework set by the relevant DOE Circulars on CSP. | Denied. | 1st SET OF MATRIX |
| 188 | ANNEX D-3 | CONFIDENTIALITY AGREEMENT AND UNDERTAKING | "...however such information is documented, that has been or may hereafter be provided, made available or shown to [Bidder's name] or is otherwise obtained from the review of the documents or properties of, and discussions with, the NOCECO and the Bidders, 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, compilations, studies, summaries, and other materials prepared by [Bidder' name] containing or based, in whole or in part, on any information included in the foregoing." | "...however such information is documented, that has been or may hereafter be provided, made available or shown to [Bidder's name] or is otherwise obtained from the review of the documents or properties of, and discussions with, the NOCECO and/or each of the NOCECO and the Bidders, 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, compilations, studies, summaries, and other materials prepared by [Bidder' name] containing or based, in whole or in part, on any information included in the foregoing." | Denied. | 1st SET OF MATRIX |

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| 189 | ANNEX D-5 | Certification Regarding Relationship and Against Conflict of Interest | 5. Further, none of (Bidder's name)'s officers is related to the head of NOCECO by consanguinity or affinity up to the third civil degree or any of their officers or employees having direct access to information that may substantially affect the result of the Bidding, such as, but not limited to, the members of the TPBAC- Technical Working Group (TPBAC-TWG), the members of the Third Party Bids and Awards Committee (TPBAC), the TPBAC Secretariat and NOCECO Board of Directors and Management. | Can we limit to sweep to the BOD listed in GIS of EDC? | This includes the extended named officers in the GIS and the BOD. | 1st SET OF MATRIX |
| 190 | ANNEX D-6 | CERTIFICATION AGAINST BLACKLISTING AND GRAFT AND CORRUPT PRACTICE | a. Free and clear of all liabilities (including taxes, customs duties, among others) with the government. | Add "to the best of my knowledge" | Denied. | 1st SET OF MATRIX |
| 191 | ANNEX D-6 | CERTIFICATION AGAINST BLACKLISTING AND GRAFT AND CORRUPT PRACTICE | a. Free and clear of all liabilities (including taxes, customs duties, among others) with the government. | To add: a. Free and clear of all liabilities (including taxes, customs duties, among others) with the government that are not duly contested in good faith. | Denied. | 1st SET OF MATRIX |

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| 192 | "STANDARD GUIDE FOR COMPLETING ANNEX B-1 (FINANCIAL PROPOSAL)" | Line 9 - 13 | The goal of NOCECO's price structure is for the SELLER/Power Supplier to reflect the actual costs incurred to generate the contracted energy for NOCECO. Bidders must note of Section 16.5.2 in the Revised Section 16 Financial Proposal 05262023 which states that in the implementation of the PSA "The VOM and FF to be charged to NOCECO by the Winning Bidder during PSA implementation shall be based on forecasted values as declared on the bid form, or the actual costs, WHICHEVER IS LOWER" | Comments: Section 16.5.2 in the Revised Section 16 Financial Proposal in effect creates a cap based on the forecasted values declared in the bid form. This is inconsistent with Section 16.7.2, which states that "Fuel Fee is considered a complete pass-through cost." Global political events and disruptions in the coal supply chain can drastically and exorbitantly increase fuel cost despite best efforts to forecast the values as accurately as possible. | 6/20: Please refer to revised Financial proposal on the updated FITB | 3RD SET OF MATRIX |
| 193 | Second Set - Matrix of Comments | Item12 , Response Column | REQUIREMENT: Bidder shall be required to submit the following documents: (d) Copy of Fuel/Coal/Steam Sale Agreement (e) Copy of Agreement for the Supply and Delivery of Goods/Fuel | The information on the Fuel/Coal/Steam Agreement that is being required is highly confidential. May we suggest that for purposes of complying with the eligibility requirements, we will submit an undertaking instead, that if and when a GENCO was declared winning Bidder, we shall provide the copy of the Agreement during the Post Qualification Process | We will accept a redacted version as long as the required data (duration of the contract, computation of fuel costs) used for the computation of monthly declared values is not redacted. Oath of undertaking indicating that the required document shall be made available during the post qualification process shall also be considered. | 3RD SET OF MATRIX |
| 194 | | | RESPONSE TO QUESTION: Bidder may provide a redacted copy of the agreement, provided that the following data can still be clearly seen: 1. duration of the contract 2. computation of charges/fees | | | 6/20: This is reflected in the FITB and Annex C |