

# BID BULLETIN NO. 2

## ANNEX A

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE TERMS OF REFERENCE**

No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
1	GNPK	<p><b>Service Area</b></p> <p>The coverage areas of each Member EC connected to the Luzon Grid or the Visayas Grid, as applicable.</p>	<p>We respectfully request clarification whether there are specific limitations or conditions applicable to the coverage areas of each Member EC connected to the Luzon and Visayas Grids.</p>		<p>The Service Area refers to the coverage areas of the participating Member ECs that are connected to the Luzon Grid or the Visayas Grid, as applicable.</p> <p>The franchise term of each participating Member EC shall be disclosed to all Bidders.</p>
2	GNPK	<p><b>Pricing Structure</b></p> <p>Capacity-based for the Capital Recovery Fee ("CRF") and Fixed Operation and Maintenance Fee ("FOMF") components.</p> <p>Variable Operation and Maintenance Fee ("VOMF") and Fuel Cost ("FC") components, if any, shall strictly be based on actual energy delivered.</p>	<p>Kindly elaborate on any allowable adjustments to the Capacity-based and Variable components over the contract term, particularly regarding inflation, fuel price fluctuations, or regulatory changes.</p> <p>Additionally, kindly clarify if there are any caps or thresholds applicable to the CRF, FOMF, VOMF, and Fuel Cost components.</p>		<p>In preparing its Financial Proposal, the Bidder must consider SECTION II-11 of the Bidding Procedures.</p> <p>There is no separate cap per tariff component; however, the LCOE remains subject to the Reserve Bid Price.</p>
3	MPI and MPGC	<p><b>Pricing Structure</b></p> <p>Capacity-based for the Capital Recovery Fee ("CRF") and Fixed Operation and Maintenance Fee ("FOMF") components.</p>	<p>1. Need to clarify to whose account are the "other WESM Charges" outside Line Rental which shall be subject to an LR Cap</p>	<p>For clarification and better understanding of all the bidders.</p>	<p>1. For clarity, WESM Market Fees shall be for the account of the Bidder/Supplier. Line Rental shall be subject to the applicable Line Rental Cap. All other WESM-related charges, if any, shall be for</p>

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		<p>Variable Operation and Maintenance Fee ("VOMF") and Fuel Cost ("FC") components, if any, shall strictly be based on actual energy delivered.</p> <p><b>Bid price in Philippine Peso per kilowatt-hour (PhP/kWh)</b></p> <p>For purposes of evaluation, the Levelized Cost of Electricity ("LCOE"), expressed in PhP/kWh, proposed by each Bidder per Lot shall be subject to a Reserve Bid Price.</p> <p>A separate Reserve Bid Price shall be set for each Lot and shall be disclosed only during the opening of bids.</p>	<p>2. We suggest that the VOM and Fuel likewise be subjected to the 65% MEOT to ensure consistent treatment across all relevant cost components.</p>		<p>the account of the party billed by IEMOP, or as may otherwise be directed by the ERC or applicable market rules.</p> <p>2. Proposal to subject VOMF and Fuel Cost to the 65% CUF is not accepted.</p>
4	GNPK	<p><b>Bid Structure</b></p> <p>For each Lot, the Bidder shall submit an offer and commit to supply a fixed percentage of the Aggregated Contract Capacity for such Lot (the "Offered Contract</p>	<p>1. Please clarify whether there is a prescribed limit on the number of winning bidders per lot. Specifically, is the NEA-SBAC open to awarding more than two (2) winning bidders per lot, subject to least-cost evaluation and</p>		<p>1. There can be more than two (2) Winning Bidders per Lot.</p> <p>2. If the Winning Bidder's Offered Contract Capacity for a Lot is 20%, the Winning Bidder shall execute individual PSAs with each Member</p>

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		<p>Capacity"). For the avoidance of doubt, the Bidder may propose a different fixed percentage for each Lot.</p> <p>For each Lot, the Offered Contract Capacity shall not be less than twenty percent (20%) nor more than fifty percent (50%) of the Aggregated Contract Capacity for any given year. The percentage proposed by the Bidder for a Lot shall remain fixed for the entire PSA Term and shall apply uniformly to all Member ECs within that Lot.</p> <p>The Winning Bidders shall execute individual PSAs with each Member EC within the same Lot, corresponding to the awarded percentage of the Offered Contract Capacity for such Lot.</p> <p>To illustrate, if the Winning Bidder's Offered Contract Capacity for a Lot is 20% of the Aggregated Contract Capacity, the Winning Bidder shall execute individual</p>	<p>technical compliance?</p> <p>2. How will capacity allocation be determined if multiple bidders meet the requirements with comparable pricing?</p>		<p>EC in that Lot for 20% of their respective monthly Contract Capacity for the entire PSA Term. This shall apply to all Winning Bidders in a Lot.</p>

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		PSAs with each Member EC in that Lot for 20% of their respective monthly Contract Capacity for the entire PSA Term.			
5	EDC	<b>Bid Structure</b>	What is the rationale of limiting the Bidders to have only 20% Minimum Bid offer and 50% Maximum Bid offer?		Prevents overdependence on one supplier or plant, promotes a more diversified supply portfolio, and reduces the risk that one outage, force majeure event, or supplier issue will affect all ECs in the Lot.
6	FDCMPC	<p><b>Nominated Power Plants</b></p> <p>For either Lot, the Bidder's Nominated Physical Power Plant/s should be in commercial operation no later than 26 December 2026.</p>	<p>1. We seek clarification on whether the term "nominated physical power plant" under the TOR refers to the power plant as a whole, or whether individual generating units of such plant are likewise considered separately for purposes of compliance with the commercial operation requirement.</p> <p>2. In particular, the TOR provides that the Bidder's nominated physical power plant must be in commercial operation no later than 26 December 2026. In this regard,</p>	<p>The aggregated capacity is increasing annually, would it be okay to include capacities of incoming units of the Physical Plants which not necessarily on commercial operations by December 26, 2026, but expected to be operational on the years where the incremental capacity is needed.</p>	<p>1. "Nominated Physical Power Plant" refers to the power plant as a whole, and not to each individual generating unit.</p> <p>2. Capacity from generating units expected to reach COD only in 2027 shall not be offered for this Transaction.</p> <p>3. Please refer to the response to Q_ under the Bidding Procedures.</p>

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		<p>In relation to Bid Procedures:</p> <p>The Bidder's Nominated Power Plant must have the required PAF in at least one (1) year within 2023-2025.</p>	<p>we would like to clarify whether a generating unit of an existing nominated plant, which is scheduled to commence commercial operations sometime in 2027, would affect compliance with such requirement.</p> <p>3. In relation to Bid Procedures:</p> <p>The Bidder's Nominated Power Plant must have the required PAF in at least one (1) year within 2021-2025.</p>	<p>To align with the submission requirement of the GCMR for 2021-2025</p>	
7	GMEC	<p><b>Nominated Physical Power Plant</b></p> <p>For either Lot, the Bidder may nominate more than one (1) Physical Power Plant to supply its Offered Contract Capacity (the "Nominated Physical Power Plants"), provided that the Bidder's Nominated Physical Power Plants must use the same kind of fuel. Further, for either Lot, the Bidder's Nominated Physical Power Plant/s must be in commercial operation</p>	<p>Please confirm that a Bidder may nominate a Physical Power Plant of its Affiliate. The Bidder shall submit the required eligibility documents under the Technical Eligibility Documents and Technical Proposal.</p>		<p>Proposal not accepted.</p>

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		<p>no later than 26 December 2026.</p> <p>As of the Bid Submission Date, the Bidder's Nominated Physical Power Plant/s must be technically capable of producing the Bidder's maximum Offered Contract Capacity per annum and must have sufficient uncontracted capacity available to supply the Member ECs to meet the Bidder's Offered Contract Capacity.</p> <p>This Transaction shall be open to all technologies that are technically capable of providing firm and dispatchable supply to adequately meet the baseload demand of the Member ECs, provided that the Bidder's Nominated Physical Power Plant/s are capable of generating the Offered Contract Capacity twenty-four (24) hours a day and seven (7) days a week.</p>			
8	GNPK	<p><b>Nominated Physical Power Plant</b></p> <p>For either Lot, the Bidder may nominate more than one (1)</p>	<p>1. Kindly clarify whether there are additional qualification requirements for nominated power plants aside from commercial</p>		<p>1. Each Nominated Physical Power Plant must comply with the applicable technical qualification requirements under Section II-10:</p>

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		<p>Physical Power Plant to supply its Offered Contract Capacity (the "Nominated Physical Power Plants"), provided that the Bidder's Nominated Physical Power Plants must use the same kind of fuel. Further, for either Lot, the Bidder's Nominated Physical Power Plant/s must be in commercial operation no later than 26 December 2026.</p>	<p>operation and fuel type consistency?</p> <p>2. Will all the nominated plants be required to submit their own qualification requirements/documents? This is noting that most, if not all, power plants are their own project companies.</p>		<p>Technical Proposal and Technical Proposal Evaluation of the Bidding Procedures.</p> <p>2. If the Bidder shall offer a portfolio of plants, the Bidder shall submit the applicable eligibility requirements for each Nominated Power Plant.</p>
9	EDC	<p><b>Nominated Physical Power Plant</b></p> <p>For either Lot, the Bidder may nominate more than one (1) Physical Power Plant to supply its Offered Contract Capacity (the "Nominated Physical Power Plants"), provided that the Bidder's Nominated Physical Power Plants must use the same kind of fuel. Further, for either Lot, the Bidder's Nominated Physical Power Plant/s must be in commercial operation no later than 26 December 2026.</p> <p>As of the Bid Submission Date, the Bidder's Nominated Physical</p>	<p>We clarify whether Bidders that own/operate power plant complexes are authorized to specify particular generating units or individual plants as the Nominated Plant for the purposes of this bid, rather than the complex in its entirety.</p> <p>A power plant complex is composed of several plants and multiple generating units.</p>	<p>This is to clarify the what the Bidder's can choose as Nominated Plant/s</p>	<p>Yes. If a plant forms part of a larger power plant complex, the Bidder may nominate one or more individual plants within that complex.</p> <p>However, the Bidder may not nominate only a specific generating unit of a power plant. This rule applies whether the Nominated Power Plant is a stand-alone facility or forms part of a larger power plant complex.</p> <p>To be allowed to offer in this Transaction, each nominated plant must have its own GCMR submitted by the Bidder to the ERC and must</p>

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		<p>Power Plant/s must be technically capable of producing the Bidder's maximum Offered Contract Capacity per annum and must have sufficient uncontracted capacity available to supply the Member ECs to meet the Bidder's Offered Contract Capacity.</p> <p>This Transaction shall be open to all technologies that are technically capable of providing firm and dispatchable supply to adequately meet the baseload demand of the Member ECs, provided that the Bidder's Nominated Physical Power Plant/s are capable of generating the Offered Contract Capacity twenty-four (24) hours a day and seven (7) days a week.</p>			<p>independently satisfy the requirements of the TOR and Bidding Procedures.</p>
10	GNPK	<p><b>Contracted Capacity</b></p> <p>Each Member EC shall individually nominate and utilize the Contract Capacity at a Monthly Minimum Capacity Utilization Factor ("CUF") of 65%.</p>	<p>1. To ensure a clear understanding of the Buyer's obligation, kindly confirm that the 65% CUF represents the minimum amount of energy the Buyer is obligated to take per Billing Period.</p> <p>2. In cases of system congestion or</p>		<p>1. Each Member EC within the applicable Lot shall individually nominate and utilize the Contract Capacity at a Monthly Minimum Capacity Utilization Factor ("CUF") of 65%.</p> <p>The Monthly Minimum CUF of</p>

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		<p>Notwithstanding the 65% Monthly Minimum CUF, the Winning Bidders must make available for dispatch the Contract Capacity per Member EC, subject to allowable outages.</p>	<p>curtailment, how will energy not dispatched be treated financially?</p> <p>3. We would like to request from the NEA- SBAC further details or supporting data on the Aggregated Contract Capacity per Lot, particularly the assumptions used in its determination.</p>		<p>65% does not necessarily represents the minimum amount of energy the Buyer is obligated to take per Billing Period. Bidders must refer to the formulas to calculate the CUF and associated energy as provided in the Transaction Documents.</p> <p>2. Cases that prevents Seller from delivering the Contract Capacity to the Buyer, or prevents Buyer from receiving the Contract Capacity from Seller shall be treated as an event of Force Majeure.</p> <p>3. Bidders may refer to the PSPPs per EC per Lot as posted in the NEA website or the website of the EC.</p>
11	GNPK	<p><b>Target Delivery Date</b></p> <p>The Winning Bidders shall commence delivery of the Offered Contract Capacity to each Member EC on the later of the following:</p> <ul style="list-style-type: none"> <li>• the Target Delivery Date per Member EC provided below;</li> <li>or</li> </ul>	<p>If the ERC approval is delayed beyond December 26, 2026, or of the target date delivery specified in the TOR, how will the contract terms and obligations of the parties be affected? Will an automatic extension apply?</p>		<p>The 15-year Term shall be reckoned from Delivery Date.</p>

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		<ul style="list-style-type: none"> <li>the next immediate 26th day of the month following the Energy Regulatory Commission's ("ERC") issuance of a Provisional Authority or Interim Relief to implement the PSA, as applicable, or Final Authority to implement the PSA, if neither Provisional Authority nor Interim Relief was issued.</li> </ul>			
12	GNPK	<p><b>Bid price in Philippine Peso per kilowatt-hour (PhP/kWh)</b></p> <p>For purposes of evaluation, the Levelized Cost of Electricity ("LCOE"), expressed in PhP/kWh, proposed by each Bidder per Lot shall be subject to a <i>Reserve Bid Price</i>.</p> <p>A separate <i>Reserve Bid Price</i> shall be set for each Lot and shall be disclosed only during the opening of bids.</p>	<p>We would like to request the NEA-SBAC to provide guidance on how the Reserve Bid Price will be determined.</p> <p>Will the Reserve Bid Price be disclosed prior to bid submission?</p>		<p>1. Request cannot be granted.</p> <p>2. The Reserve Bid Price shall not be revealed prior to bid submission.</p>

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13	CEDC	<p><b>Bid price in Philippine Peso per kilowatt-hour (PhP/kWh)</b></p> <p>For purposes of evaluation, the Levelized Cost of Electricity ("LCOE"), expressed in PhP/kWh, proposed by each Bidder per Lot shall be subject to a Reserve Bid Price.</p> <p>A separate Reserve Bid Price shall be set for each Lot and shall be disclosed only during the opening of bids.</p>	<p>For SBAC's confirmation of the ceiling price to be indicated in the TOR. The TOR does not provide the ceiling price for this Transaction.</p>	<p>In accordance with ERC Resolution No. 07, Series of 2026, Article V Section 16, the ceiling price shall be indicated in the TOR.</p>	<p>Kindly refer to Article III, Section 3 (mm) of ERC Resolution No. 07, Series of 2026, which provides:</p> <p><b>“Reserve Bid Price”</b> shall refer to the price offer in PhP/kWh set by the DU for a particular CSP that shall be used as the ceiling price, <b>which may either be disclosed before or during the opening of bids.”</b></p>
14	FDCMPC	<p><b>Tariff Structure</b></p> <p>The Bidder shall be allowed to nominate up to two (2) Nominated Fuel Indices for the Fuel Commodity Cost Formula, provided that the Bidder shall also indicate the share of each Nominated Fuel Index. The Bidder's Nominated Fuel Index/Indices and the share of each index shall be binding on it and shall remain fixed for the entire duration of the PSA.</p>			<p>1. The Bidder shall be allowed to nominate up to two (2) Nominated Fuel Indices for the Fuel Commodity Cost Formula, provided that the Bidder shall also indicate the share of each Nominated Fuel Index (see %SHARE1 and 1-%SHARE1). The Bidder's Nominated Fuel Index/Indices and the share of each index shall be binding on the Bidder during PSA implementation.</p> <p>The Bidder shall offer a fixed cost (FC1 and FC2) to be indexed to the</p>

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		<p>The Bidder shall offer a fixed cost (i.e., FCI and FC2) to be indexed to the Bidder's Nominated Fuel Index or Indices. The Bidder may choose to index a part or the entire of its FCI and/or FC2 to its Nominated Fuel Index or Indices. The FCI and FC2 offered by the Bidder shall be binding on it and shall remain fixed for the entire duration of the PSA.</p> <p>During PSA implementation, the FP to be billed by the Winning Supplier shall be the lower between:</p> <p>The sum of the (i) resulting value using the Fuel Commodity Cost Formula and (ii) the Non-Fuel Commodity Cost; or</p> <p>The actual Fuel Commodity Cost and Non-Fuel Commodity Cost as billed by the suppliers supported by actual</p>	<p>1. For clarification. Would the fixed FC1, FC2 and Indices offered be the base value in Fuel adjustment formula of the PSA?</p> <p>2. We would like to clarify whether Bidders are still required to submit supporting documents for the FC and indices during the bidding process and the PSA implementation, since such FC and indices are already binding throughout the PSA. If so, please specify the supporting documents required.</p>	<p>For clarifications on the base values for the monthly fuel indexation since it was only implied and was not specifically mentioned as base.</p>	<p>Bidder's Nominated Fuel Index or Indices. The Bidder may choose to index a part or the entire of its FC1 and/or FC2 to its Bidder's Nominated Fuel Index or Indices (see %K1). The FC1 and FC2 offered by the Bidder shall be binding on it and shall remain fixed for the entire duration of the PSA.</p> <p>The base value of Bidder's Nominated Fuel Index/Indices shall be the value for the month of January 2026. Note, however, that this base value and month is subject to change in the Final Transaction Documents.</p> <p>2. The Bidder need not submit supporting documents for its proposed FC1 and FC2.</p> <p>For evaluation purposes, the Bidder shall submit a Sworn Certification (use SCHEDULE 19) attesting to the fuel prices of the Bidder's selected Nominated Fuel Index/Indices for the period from January 2025 to December 2025 and</p>

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		<p>invoices and other documents for the relevant Billing Period.</p> <p>However, if the Bidder opts for a fixed Non-Fuel Commodity Cost, Bidder shall not be required to substantiate its Non-Fuel Commodity Cost when it serves its Supplier Invoice to the Member ECs.</p>	<p>Please confirm whether January 2026 shall be the reference month for the FC and the indices.</p> <p>Further, since the TOR already provides a comparison between the Indexed FC and the Actual FC, with the lower value to be billed, we respectfully propose the use of Actual FC instead of Indexed FC in the PSA implementation.</p>	<p>This approach would better align with billing with actual fuel cost pass-through and reduce the risk of variations between indexed values and actual fuel charges reflected to end-users, ensuring a more transparent and consistent pricing.</p> <p>Using the lower value between the Indexed Fuel Cost and the actual fuel cost may result in an unrecoverable cost which might be detrimental to the Supplier/Winning Bidder, considering that fuel cost is pass-through in nature.</p>	<p>January 2026. Schedule 19 shall be updated accordingly.</p> <p>3. During PSA implementation, the Fuel Price to be billed by the Winning Supplier shall be the lower between:</p> <ul style="list-style-type: none"> <li>• The sum of the (i) resulting value using the Fuel Commodity Cost Formula and (ii) the Non-Fuel Commodity Cost; or</li> <li>• The actual Fuel Commodity Cost and Non-Fuel Commodity Cost as billed by the suppliers supported by actual invoices and other documents for the relevant Billing Period. However, if the Bidder opts for a fixed Non-Fuel Commodity Cost, Bidder shall not be required to substantiate its Non-Fuel Commodity Cost when it serves its Supplier Invoice to the Member ECs.</li> </ul>

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15	GNPK	<b>Tariff Structure</b>	<p>1. While we acknowledge that the Capital Recovery Fee (CRF) should be fixed in PHP/kWh, we would like to appeal to be allowed to incorporate foreign components into the CRF.</p> <p>We respectfully suggest LVECA - CSP SBAC to allow fixed CRF in \$/kWh.</p> <p>2. It is indicated that the Capital Recovery Rate is fixed in PHP for the entire 15-year term. May we confirm if there are no indexation or pass-through provisions for inflation, foreign exchange fluctuations, or changes in financing costs?</p> <p>3. For Energy Regulatory (ER) No. 1-94 (ER-194) obligations, we respectfully clarify whether:</p> <p>a. The cost assumption shall be based only on the current prevailing rate; and</p>	<p>New and large power projects require foreign-manufactured equipment paid for in foreign funding/currency. Forcing the generator to fix the said foreign-denominated costs in PHP diminishes its competitiveness as it has to add rate premiums to cover for any risk foreign exchange rate fluctuations during the term of 15 years.</p>	<p>1. Proposal not accepted.</p> <p>2. No form of indexation shall be allowed for the CRR<sub>CUF</sub>.</p> <p>3. ER 1-94 benefits shall be for the account of the Winning Bidder/s; any increase thereof during the term of the PSA shall not be passed on to the consumers or to the Member ECs.</p>

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			<p>b. Any future increases in ER-194 imposition during the contract term shall be treated as a pass-through cost to the off-taker.</p>		
16	TLI	<p>The Tariff Structure below applies to either Lot.</p> <p>The Total Generation Charge shall be unbundled into components as follows:</p> <p>Total Generation Charge=  <math>CRF_{CUF} + FOM_{CUF} + VOM_F + FC</math></p> <p>Capital Recovery Fee ("CRF"): The <math>CRF_{CUF}</math> shall be calculated as the product of the Capital Recovery Rate ("<math>CRR_{CUF}</math>"), in PhP/kWh, and the energy delivered during the Billing Period or the equivalent associated energy based on the Monthly Minimum CUF, whichever is higher.</p> <p>No form of indexation shall be allowed for the <math>CRR_{CUF}</math>.</p>	<p>Suggest that the foreign component will be indexed to US CPI and FX since foreign component is in foreign currency.</p> <p>To align with VOM.</p>	<p>This aligns with VOM and allows the bidders to capture the foreign components in the FOM fees.</p>	<p>Proposal not accepted.</p>

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		<p>Fixed Operation and Maintenance Fee (“FOMF”): The FOMF<sub>CUF</sub> shall be calculated as the product of the Fixed Operation and Maintenance Rate (“FOMR<sub>CUF</sub>”), in PhP/kWh, and the energy delivered during the Billing Period or the associated energy based on the Monthly Minimum CUF, whichever is higher.</p> <p>The FOMR<sub>CUF</sub> may have local and foreign components. The local component of the FOMR<sub>CUF</sub> may be adjusted to the Philippine CPI (“PH CPI”), while the foreign component of the FOMR<sub>CUF</sub> may be adjusted to the US CPI (“US CPI”) and the applicable foreign exchange rate.</p> <p>The CRR<sub>CUF</sub> and the FOMR<sub>CUF</sub> shall be determined using the CUF Table generated using the Financial Bid Form prescribed by the NEA-SBAC. The Bidder shall input its CRR<sub>CUF</sub> and the FOMR<sub>CUF</sub> at 100% CUF and the Financial Bid Form shall compute</p>			

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		the CRRCUF and the FOMR <sub>CUF</sub> from 99% CUF to 65% CUF.			
17	MPI and MPGC	<p><b>Tariff Structure (FOMF)</b></p> <ul style="list-style-type: none"> <li>The CUF shall be calculated in accordance with the formula below:</li> </ul> $CUF = \frac{Q}{CC \times (H_T - H_0 - H_{FM})}$	The resulting CUF using the formula in the TOR should be approximated to the nearest whole percentage, in order to be consistent with the pricing table for CRF and FOMR per level of CUF	For clarification and better understanding of all the bidders.	Proposal not accepted.
18	MPI and MPGC	<p><b>Tariff Structure (Fuel Cost)</b></p> <p>The actual Fuel Commodity Cost and Non-Fuel Commodity Cost as billed by the suppliers supported by actual invoices and other documents for the relevant Billing Period.</p> <p><b>However, if the Bidder opts for a fixed Non-Fuel Commodity Cost, Bidder shall not be required to substantiate its Non-Fuel Commodity Cost when it serves its Supplier Invoice to the Member ECs.</b></p>	If the Bidder has the option to propose a "fixed Non-fuel Commodity Cost (NFCC) that shall not be required to be substantiated with invoices/ other documentary evidences, can the Bidder likewise offer a "fixed Commodity Cost" so as not to be required of any supporting documents for validation?	For clarification and better understanding of all the bidders.	Proposal not accepted.

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19	FDCMPC	<p><b>Tariff Structure (Fuel Cost)</b></p> <p>The Bidder may offer a premium or discount on its Fuel Commodity Cost provided that the indicated premium or discount shall be binding on the Bidder for each year of the contract Term.</p>	Omit provision	We would like to propose omitting the provision on premium or discount on Fuel Commodity Costs. Premiums and discounts are infrequent and not part of standard practice. In this regard, we suggest that these adjustments be excluded from the evaluation formula, to simplify computation and ensure greater consistency of bids.	Proposal not accepted.
20	FDCMPC	<p><b>Tariff Structure</b></p> <p><b>Value Added Tax (“VAT”) and Other Charges:</b> Except for VAT, which shall be a pass through component of the price, all other taxes and government dues, the WESM market fees, and ER 1-94 (Benefits to Host Community) shall be to the account of the Winning Bidder/s.</p> <p>In relation to:</p> <p><b><u>II-11.6 Recover at actual pass-through cost</u></b>, in which case the Bidder must execute a Sworn Certification (use <b>SCHEDULE</b></p>	VAT and other charges	We would like to clarify if the listed items in the Non-Fuel commodity are exempted from this provision.	The Bidder need not list down the applicable taxes on the Fuel Cost and it may claim said taxes as pass-through costs.

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		17) certifying each cost item of its Non-Fuel Commodity Cost, <i>except for taxes</i> , that it intends to recover from the Member ECs.			
21	GNPK	<b>Evaluation Framework</b>	<ol style="list-style-type: none"> <li>1. We understand that the Reserve Bid Price remains undisclosed. May we request guidance on:               <ol style="list-style-type: none"> <li>a. Whether there will be a post-bid disclosure mechanism; and</li> <li>b. Whether Bidders will be informed if their offers exceed the reserve threshold before disqualification</li> </ol> </li> <li>2. Additionally, could LVECA elaborate on the evaluation framework, particularly:               <ol style="list-style-type: none"> <li>a. The weighting between fixed and variable cost components;</li> <li>b. The treatment of marginal bid offers in ranking and selection; and</li> </ol> </li> </ol>		<ol style="list-style-type: none"> <li>1. and 2. The Reserve Bid Price shall be revealed before the financial proposals of qualifying bidders are opened.</li> <li>3. The Bid Price shall consist of two (2) components, namely: (a) the Capacity Fees and (b) the Energy Fees.  Capacity Fee Evaluation: The average CUF of all Member ECs within each Lot for the period 2027 to 2031 shall be used to derive the Evaluated CRR and FOMR.  Energy Fee Evaluation. The Energy Fee shall strictly be based on actual energy.  Please refer to Section II-11 of the Bidding Procedures.</li> <li>4. In the event that the Marginal Bid</li> </ol>

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			c. Whether portfolio bids or bundled pricing structures are permitted.		<p>Offeror declines the reduced Contract Capacity, the NEA-SBAC shall declare the next ranked Bidder as the LCB, provided that such Bidder accepts the role of Marginal Bid Offeror.</p> <p>5. Bidders must follow the tariff structure provided in the Terms of Reference and Bidding Procedures.</p>
22	SPI and MPI	<p><b>Outage Allowances</b></p> <p>Bidder shall submit its committed Scheduled and Unscheduled Outage Allowance ("OA") provided that the same shall not exceed the allowable outages for similar plant technology under ERC Resolution No. 10, Series of 2020 entitled "A Resolution Adopting the Interim Reliability Performance Indices and Equivalent Outage Days Per Year of Generating Units."</p>	<p>We suggest that, in cases where the winning bidder commits to a guaranteed supply and zero outage allowance, it should be allowed to supply the contract capacity sourced from the nominated plant, other generating facilities, WESM or other sources, regardless of the operational or outage status of the originally nominated plant. In all cases, the cost to be passed on to the Buyer shall be limited to the lower of the actual RP cost incurred or the applicable contract price for the nominated power plant. Hence, a potential cost savings for the Buyer as there may be instances where the contract</p>	<p>For clarification and better understanding of all the bidders.</p>	<p>Proposal accepted subject to the following conditions:</p> <p>a. The Winning Bidder shall disclose and provide supporting documentation, when required by the Member EC, on the source of any replacement power, subject to verification by the Member EC.</p> <p>b. The Winning Bidder shall remain solely responsible for making the Contract Capacity available to the Member EC, whether such capacity is sourced from the Nominated Physical Power Plant, other generating facilities, WESM, or other lawful sources.</p>

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			<p>capacity is procured at a cost lower than the contract rate.</p> <p>Overall, this mechanism balances reliability and cost efficiency, prevents undue cost pass-through to the buyer, and preserves the commercial intent of a guaranteed supply arrangement.</p>		<p>c. The use of replacement power shall not create any direct contractual, billing, or payment relationship between the Member EC and any third-party supplier. The Member EC shall be billed only by the Winning Bidder.</p> <p>d. Any replacement power cost to be passed on to the Member EC shall be limited to the lower of: (i) the applicable contract rate; or (ii) the actual replacement power rate.</p>
23	GNPK	<b>Outage Allowances</b>	<p>Please confirm that the Buyer will provide flexibility to the Seller, during the PSA implementation, to source power from other sources, including the WESM, provided that it can guarantee the ERC-approved Contract Price and that such instance will not be counted as an outage of the Seller.</p> <p>During the implementation of the PSA, the Seller shall be allowed to adjust its committed Scheduled and Unscheduled Outages, as</p>		<p>1. Please refer to the response to Q22 above.</p> <p>2. Proposal not accepted.</p>

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			<p>necessary, should there be any amendments/new guidelines issued superseding the pertinent provisions of the ERC Resolution No. 10, Series of 2020.</p>		
24	GNPK	<p><b>Force Majeure</b></p> <p>Events of Force Majeure are extraordinary events or circumstances which are not foreseeable or though foreseen, are inevitable and are beyond the will, control, participation, and influence of the affected party.</p> <p>The affected party shall be excused from performance to the extent affected by, and shall not be considered to be in default in respect of, any obligation under the PSA (including any obligation of the Member EC to pay the generation charge for the duration of the Force Majeure event) for so long as the failure to perform such an obligation shall be due to an Event of Force Majeure.</p>	<p>Please confirm that this provision may be further negotiated/improved during PSA negotiation.</p> <p>Will there be a mechanism to address force majeure events impacting fuel supply or dispatch obligations over the long-term horizon?</p>		<p>The current language of the Force Majeure provisions shall be retained</p>

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		<p>The events of and the effect of Force Majeure on the obligations of the parties shall be provided in the PSA.</p>			
25	TLI	<p><b>Replacement Power</b></p> <p>Replacement Power will be provided in the following manner:</p> <p>If within Outage Allowance (“OA”), the procurement of any Replacement Power shall be the responsibility of the Member EC. During such period within OA, the Member EC shall source Replacement Power from other sources or from the WESM, at its own expense, which expense shall be passed on to its customers as part of generation costs.</p> <p>If beyond OA, the procurement of any Replacement Power shall be the responsibility of the Winning Supplier; provided that, the rates to be paid by the Member EC for the procurement of Replacement Power including line rental, if</p>	<p>May we respectfully request the Honorable Committee to explicitly exclude line rental charges from the Bidder's account during the provision of Replacement Power?</p> <p>Alternatively, if total exclusion is not possible, we propose that the Line Rental Cap mechanism already established in the PSA be uniformly applied to Replacement Power as well.</p>	<p>Applying the existing Line Rental Cap mechanism to Replacement Power ensures a fair, consistent, and balanced allocation of market risks between the Supplier and the Member ECs.</p>	<p>If the Winning Bidder provides Replacement Power, the EC shall only be charged line rental up to the applicable Line Rental Cap provided in the PSA.</p> <p>However, if the Winning Bidder is required to provide Replacement Power and fails to do so, any resulting line rental or additional cost shall be for the account of the Winning Bidder and shall not be passed on to the EC.</p>

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		<p>applicable, shall be (i) the actual cost of Replacement Power or (ii) the approved rate for the PSA, whichever is lower.</p> <p>In the event of failure by the Winning Supplier to provide the Replacement Power, the Member EC shall source Replacement Power at the expense of the Winning Supplier.</p> <p>The Winning Supplier shall shoulder the positive difference between the Replacement Power cost and the approved PSA rate including line rental, if any, plus reasonable fees to cover the cost of the Member EC to fill in the shortage and liquidated damages.</p>			
26	MPI and MPGC	<p><b>Replacement Power</b></p> <p>In the event of failure by the Winning Supplier to provide the Replacement Power, the Member EC shall source Replacement Power at the expense of the Winning Supplier.</p>	<p>1. If the SELLER fails to provide RP, it shall shoulder the positive difference between the actual cost of RP and the approved PSA rate. WHY is there still a need for Liquidated Damage when there is already a penalty (positive difference)?</p>	<p>For clarification and better understanding of all the bidders.</p>	<p>To ensure that the Winning Bidder complies with its obligation to supply RP when required under the PSA.</p>

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		<ul style="list-style-type: none"> <li>○ The Winning Supplier shall shoulder the positive difference between the Replacement Power cost and the approved PSA rate including line rental, if any, plus reasonable fees to cover the cost of the Member EC to fill in the shortage and liquidated damages.</li> </ul>	2. Why should the entire LR be for the account of the Seller if it fails to provide RP, the same LR Cap under Section 11.1 of the PSA, should be implemented in this scenario?		
27	MPI and MPGC	<p><b>Penalty in case of default</b></p> <p>For any other default by the Seller, the Seller shall pay liquidated damages equivalent to one-tenth of one percent (0.1 %) of the Performance Security amount for each day the default continues.</p>	Liquidated Damage should be imposed in case of "Default" that would result to the termination of the PSA, not a temporary failure in the compliance with the Seller's obligation to deliver the Contract Capacity or RP	For clarification and better understanding of all the bidders.	Proposal not accepted.
28	TLI	<p><b>Penalty in case of default</b></p> <p>In the event the Seller is unable to provide power by the Delivery Date, or fails to provide Replacement Power when required under the PSA, the Seller shall shoulder the positive difference between: (i) the cost of such</p>	<p>Apply the same mechanism with the Line Rental Cap in the PSA.</p> <p>"Penalty in case of default</p> <p>In the event the Seller is unable to provide power by the Delivery Date, or fails to provide Replacement Power when required</p>	For consistency and fairness, this exact same cap mechanism should apply when calculating the Seller's liability during an outage or default.	The current requirement shall be retained.

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		<p>Replacement Power; and (ii) the generation rate under the approved tariff for the PSA, included the total line rental. In addition, the Seller shall reimburse the Buyer for all reasonable costs and expenses incurred in procuring power to cover the resulting shortfall, and shall likewise be liable for liquidated damages as provided in the PSA.</p> <p>For any other default by the Seller, the Seller shall pay liquidated damages equivalent to one-tenth of one percent (0.1%) of the Performance Security amount for each day the default continues.</p> <p>In case of an Event of Default on the part of the Seller resulting to the termination of the PSA, the Seller's Performance Security shall be forfeited in favor of the Member ECs.</p>	<p>under the PSA, the Seller shall shoulder the positive difference between: (i) the cost of such Replacement Power; and (ii) the generation rate under the approved tariff for the PSA, included the total line rental. In addition, the Seller shall reimburse the Buyer for all reasonable costs and expenses incurred in procuring power to cover the resulting shortfall, and shall likewise be liable for liquidated damages as provided in the PSA.</p> <p>For any other default by the Seller, the Seller shall pay liquidated damages equivalent to one-tenth of one percent (0.1%) of the Performance Security amount for each day the default continues.</p> <p>In case of an Event of Default on the part of the Seller resulting to the termination of the PSA, the Seller's Performance Security shall be forfeited in favor of the Member ECs.</p> <p>"</p>		

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29	TVI	<p><b>Reduction of Contract Capacity and/or Associated Energy Due to Government Programs</b></p> <p>At the option of the Member EC, from time to time upon and after the implementation of Retail Competition and Open Access (“RCOA”), Green Energy Option Program (“GEOP”), Renewable Portfolio Standards (“RPS”), Net Metering programs, Distributed Energy Resources (“DER”), and other similar government programs, the relevant Member EC shall deliver to the Winning Supplier written notice specifying the reduction in Contracted Capacity and/or associated energy resulting from the implementation of RCOA, GEOP, RPS, Net Metering programs, DER, and other similar government programs, indicating when such reductions shall take place. Any such reduction shall be limited to an amount that will allow the relevant Member EC to comply with its obligation to supply</p>	<p>We respectfully propose that any necessary reduction in the Contract Capacity due to the migration of Contestable Customers under the Retail Competition and Open Access (RCOA), Green Energy Option Program (GEOP), or other Contestable Customer Programs (CCPs), shall be borne proportionately (pro-rata) by all of the Member EC's existing power suppliers, rather than being absorbed solely or primarily by the Winning Bidder.</p>	<p>Customer migration under government-mandated programs like RCOA and GEOP affects the Member EC's total captive demand. It is commercially equitable that the resulting reduction in contracted capacity is shared proportionately among all of the EC's power suppliers.</p>	<p>Please see the revised Schedule 5 of the draft PSA.</p>

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		electricity in the least cost manner to its captive market. The reduction of contract capacity due to the above cases, shall be done proportionately among the suppliers of the DU.			
30	GNPK	<b>Reduction of Contract Capacity and/or Associated Energy Due to Government Programs</b>	In the event of a capacity reduction due to a loss in captive customers, the reduction should be applied proportionally across all suppliers.		Please refer to the response to Q29 above.
31	FDCMPC	<p><b>Tariff Structure</b> <b>Prompt Payment Discount</b></p> <p>The Winning Supplier shall extend a three (3%) percent discount based on the total CRF, FOMF, and VOMF for the Billing Period to the Member EC as prompt payment discount if:</p> <p>xxx</p>	<p><b>Tariff Structure</b> <b>Prompt Payment Discount</b></p> <p>The Winning Supplier shall extend a three (3%) percent discount based on the CRF only for the Billing Period to the Member EC as prompt payment discount if:</p> <p>xxx</p>	We respectfully suggest limiting the PPD on the CRF only, since FOMF and VOMF are items where the Bidder does not derive any margin or earnings, but merely incurs and recovers actual expenses.	Proposal not accepted.
32	TLI	<p><b>Prompt Payment Discount</b></p> <p>The Winning Supplier shall extend a three (3%) percent discount based on the total CRF, FOMF, and</p>	Regarding the Financial Proposal and Evaluation, may we respectfully request the Committee to allow Bidders to offer our discounts in Php/kWh, as well as	Maximizing these discount mechanisms will directly benefit the Member ECs of LVECA and their end-consumers by significantly lowering their	Proposal not accepted.

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		<p>VOMF for the Billing Period to the Member EC as prompt payment discount</p> <ul style="list-style-type: none"> <li>• payment is made within fifteen (15) Calendar Days from receipt of Winning</li> <li>• the relevant Member EC is up to date with all its payment obligations under the relevant PSA.</li> </ul> <p>The prompt payment discount shall not be included in the Financial Proposal evaluation.</p>	<p>giving us the flexibility to offer other forms of commercial discounts? More importantly, we suggest that these discounts be officially factored into the bid evaluation process. We believe that recognizing and evaluating these additional discounts will drive down the rates and ultimately benefit the Member ECs of LVECA by ensuring they get the absolute lowest cost of power.</p>	<p>generation charges.</p>	
33	GNPK	<b>Prompt Payment Discount</b>	<p>Kindly clarify how Prompt Payment Discounts will be evaluated:</p> <ol style="list-style-type: none"> <li>1. Will PPD be factored directly into the Levelized Cost of Electricity (LCOE) or treated separately?</li> <li>2. Is there a cap or standard format for offering PPD?</li> </ol>		<ol style="list-style-type: none"> <li>1. The Prompt Payment Discount shall not be considered in the evaluation of the Bids.</li> <li>2. The Prompt Payment Discount amount as prescribed in the Terms of Reference is fixed.</li> </ol>

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34	FDCMPC	<p><b>Non-renewal of Franchise; Reduction in Franchise Area</b></p> <p>Member EC shall have the obligation to assign the rights and obligations under the PSA which are affected by the said non-renewal, termination, or reduction to the new utility with the franchise to operate in the area affected by the non-renewal, termination, or reduction of the Member EC's coverage area. The Winning Supplier shall have the corresponding obligation to accept such assignment.</p>		<p>We would like to request for clarification on the provision on assignment of rights and obligations in case of non-renewal, termination, or reduction of the Member EC's franchise. It appears that there is an assumption of mandatory acceptance by the new utility. However, we would like to seek guidance as to the mechanism or intended process to ensure continuity of supply and avoid any potential gap in the enforcement of the assignment.</p>	<p>There is no assumption that the new utility will automatically accept the assignment, since it is not a party to the PSA. The obligation of the Member EC is to assign, or take the necessary steps to assign, the affected rights and obligations to the new utility. The Winning Supplier shall accept such assignment or novation.</p> <p>If such assignment fails to occur due to reasons not attributable to the fault or negligence of the Member EC and/or the Winning Supplier, said non-renewal, termination, or reduction shall be considered as an Event of Force Majeure.</p>
35	GNPK	<p><b>Non-renewal or termination of franchise to operate as an electric distribution utility or reduction of coverage area</b></p>	<p>1. What is the status of each of the Member ECs' franchise?</p> <p>2. Are there any EC that is being subjected to IMC or capital-infusion by third party?</p> <p>3. In the event of non-renewal or expiration of LVECA's franchise, the PSA should be assigned to the</p>		<p>1. Please refer to the response to Q1.</p> <p>2. None.</p> <p>3. Noted.</p> <p>4. Proposal not accepted.</p>

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			<p>new utility subject to the determination of the new Buyer's legal, technical and financial eligibility to fulfill the obligations under the PPSA.</p> <p>4. NEA shall assist in looking for replacement buyers to ensure the continuity of the implementation of the PSA.</p>		
36	FDCMPC	<p><b>Line Rental Cap</b></p> <p>The applicable Line Rental Cap for each Member EC shall remain binding for the entire PSA Term.</p> <p>During PSA implementation, each Member EC shall pay the Actual Line Rental Charges for each billing period or the Line Rental Cap, whichever is lower. Any line rental cost in excess of the applicable Line Rental Cap shall be for the sole account of the Winning Bidder.</p>	<p>Binding for the duration of the PSA</p> <p>Line Rental shall be based on actual line rental or line rental cap, whichever is lower, subject to annual adjustment for market factors.</p>	<p>Line Rental (LR) is a volatile variable. To mitigate risks to both Procuring entity and Bidders, we suggest an annual assessment of the Line Rental cap in the implementation of the PSA, in the form of an annual adjustment of the line rental.</p>	<p>Proposal not accepted.</p>

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<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
1	GNPK	<b>General Comment</b>	In case there are inconsistencies on the eligibility requirements under the Bidding Procedures and the Checklist, will the requirements under the Bidding Procedures prevail?		The provisions of the Bidding Procedures shall prevail.
2	MPI, MPGC	<b>General Comment</b>	Please confirm that Annex D (Legal, Technical and Financial Eligibility Requirements Checklist) and Annex E (Technical Proposal Checklist) are the final lists to be followed to be able to comply with ALL the requirements of this bidding.	For clarification and better understanding of all the bidders.	Confirmed.
3	MPI, MPGC	<b>General Comment</b>	Please confirm that Bidders can redact the personal information in the documents to be submitted for this CSP due to Data Privacy.	For clarification and better understanding of all the bidders.	Confirmed, subject to the Bidding Procedures and the other responses herein.
4	MPGC	<b>General Comment</b>	Please confirm that certifications or any document to be executed by the corporate secretary can also be executed by the assistant corporate secretary.	For clarification and better understanding of all the bidders.	Confirmed.

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<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
5	CEDC	<b>General Comment</b>	May we request a copy of the comments/suggested amendments with SBAC's responses?		Please see Annex A of Bid Bulletin No. 2.
6	EDC	PART I - TRANSACTION OVERVIEW"	Clarification on how small the MW-increments of increase is allowed in case an Interested Bidder increases its offered capacity from its paid participation fee	This is to clarify the requirements	<p>The Bidders are free to offer any value between 20% to 50% of the Aggregated Contract Capacity per Lot.</p> <p>Further, the Winning Bidders shall execute individual PSAs with each Member EC within the same Lot, corresponding to the awarded percentage of the Offered Contract Capacity for such Lot.</p> <p>To illustrate, if the Winning Bidder's Offered Contract Capacity for a Lot is 20% of the Aggregated Contract Capacity, the Winning Bidder shall execute individual PSAs with each Member EC in that Lot for 20% of their respective monthly Contract Capacity for the entire PSA Term</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
7	EDC	<p>"SECTION I-01: REQUIREMENTS FOR ISSUANCE OF TRANSACTION DOCUMENTS</p> <p>3. At 8:00AM on Bid Submission Date, Bidders whose Offered Contract Capacity exceeds the 20% minimum Offered Contract Capacity shall be required to submit SCHEDULE 21 of the Bidding Procedures to the NEA-SBAC Secretariat at the bid opening venue.</p> <p>Schedule 21 - Payment of Additional Participation Fees"</p>	<p>"1) Do we include Schedule 21 in the Bid Box? IF YES, which Envelope and Folder? -- IF NO, does that mean we just include them outside the Bid Box?</p> <p>2) Do we just attach the proof of payment to Schedule 21?"</p>	<p>This is to clarify the requirements</p>	<p>Bidders need not include SCHEDULE 21 in its bid submission.</p> <p>At 8:00AM on Bid Submission Date, Bidders whose Offered Contract Capacity exceeds the 20% minimum Offered Contract Capacity shall be required to submit SCHEDULE 21 of the Bidding Procedures to the NEA-SBAC Secretariat at the bid opening venue.</p>
8	FDCMPC	<p><b>Bidding Procedures Part I. Sec I-02. Item 6</b></p> <p>Each Member EC within the applicable Lot shall individually nominate and utilize the Contract Capacity at a Monthly Minimum Capacity Utilization Factor ("CUF") of 65%.</p> <p>Notwithstanding the 65% Monthly Minimum CUF, the Winning Bidders must make available for</p>	<p>What would be the minimum Nomination per interval? Will that be 65% also?</p>	<p>We seek clarification on the absence of a specified minimum offtake per interval, as it is unclear whether there will be instances where ECs are nominating zero MW in a given interval.</p>	<p>The minimum hourly nomination is <b>not</b> 65%. Please refer to the BCQ Nomination Protocols of the draft PSA.</p>

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		dispatch the Contract Capacity per Member EC, subject to allowable outages.			
9	FDCMPC	<p><b>Bidding Procedures Part I. Sec I-02. Item 14</b></p> <p>For purposes of evaluation, the Levelized Cost of Electricity (“LCOE”), expressed in PhP/kWh, proposed by each Bidder per Lot shall be subject to a Reserve Bid Price.</p> <p>A separate Reserve Bid Price shall be set for each Lot and shall be disclosed only during the opening of bids.</p>	Can this be disclosed ahead of the bid opening or in the Final Transaction Document?	For Bidders to prepare competitive Bid prices.	Proposal rejected.
10	FDCMPC	<p><b>Bidding Procedures Part I. Sec I-02. Item 16</b></p> <p>The Final Terms of Reference shall form part of the PSA entered into by the parties as a result of a CSP. In case of discrepancies between the Final Terms of Reference and Bidding Procedures vis-à-vis the PSA, the Final Terms of Reference</p>	The Final Terms of Reference and Bidding Procedures shall govern. shall form part of the PSA entered into by the parties as a result of a CSP. In case of discrepancies between the Final Terms of Reference and Bidding Procedures vis-à-vis the PSA, the Final Terms of Reference and Bidding Procedures shall govern.	<p>Will the provisions of the Final Bidding Procedure form part of the PSA, or whether only specific provisions are intended to be incorporated into the PSA?</p> <p>We would like to confirm whether the provisions of the Final Bidding Procedures must be followed strictly in the PSA, or whether</p>	Proposal accepted.

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		and Bidding Procedures shall govern.		certain terms may still be subject to negotiation between the parties?	
11	FDCMPC	<p><b>Bidding Procedures Part 2. Sec II-01. Item 6</b></p> <p>Deadline for submission of written comments from Interested Bidders on the Revised Transaction Documents, in the form prescribed in <b>SCHEDULE 4</b>, shall be on <b>29 May 2026</b>.</p>	<p>Will there be no 2<sup>nd</sup> Pre-bid conference?</p> <p>Will the timeline for submission also be extended if there is a second Pre-Bid Conference?</p>		At present, no second Pre-Bid Conference is scheduled. Should a second Pre-Bid Conference be conducted, the Bid Submission Date shall be adjusted accordingly.
12	PEDC	<p><b>Bidding Procedures Part 2. Sec II-01. Item 6</b></p> <p>Deadline for submission of written comments from Interested Bidders on the Revised Transaction Documents, in the form prescribed in <b>SCHEDULE 4</b>, shall be on <b>29 May 2026</b>.</p>	Will there be a 2nd Pre-Bid Conference?		Please refer to the answer to Q11 above.
13	FDCMPC	<p><b>Bidding Procedures Part 2. Sec II-02. Item 1.c &amp; d.</b></p> <p>Bid Security - The security, in the form and amount prescribed in these Bidding Procedures, to</p>	With respect to the Bid Validity Period of 180 days, kindly indicate/specify the validity date for the Bid Security.	For clarity and to avoid confusion on the expiration date of the Bid security, and convenience in the preparation of the bid Security.	<p>It should be 180 days from the deadline for submission and opening of bids.</p> <p>Accordingly, since the deadline for submission and opening of bids has</p>

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		<p>guarantee that a Bidder shall comply with its obligations under the Transaction Documents.</p> <p>Bid Validity Period – The period during which a Bidder’s bid proposal shall remain valid, which shall not be less than one hundred eighty (180) calendar days from the Bid Submission Deadline. Any Bid with a shorter Bid Validity Period shall be immediately rejected.</p>			<p>been rescheduled to 02 July 2026, the Bid Security should be valid until <b>29 December 2026</b>.</p>
14	MPI and MPGC	<p><b>SECTION II-08</b></p> <p><b>Item 8</b></p> <p>Bidder’s Authorized Representative must sign on each and every page of all the documents submitted for this Transaction, except for the Bid Security, using the format below:</p>	<p>Please confirm that the format for signing below is correct.</p> <p>NAME OF THE BIDDER</p> <p>(signature)</p> <p>(Name of Authorized Representative)</p> <p>Authorized Representative</p>	<p>For clarification and better understanding of all the bidders.</p>	<p>Confirmed, the Bidding Procedures was likewise updated.</p>
15	EDC	<p>SECTION II-08: PREPARATION AND CONTENTS OF BIDS</p> <p>...</p> <p>8. Bidder’s Authorized Representative must sign on each</p>	<p>1. May we request that only the first page of each document would be need to be signed?</p> <p>-- 1.1 If item (1) is not approved, we propose to allow that the initials of</p>	<p>Due to significant volume of the documents, we request for consideration to the Bidders on the signing of the pages.</p>	<p>Bidder’s Authorized Representative must sign on each and every page of all the documents submitted for this Transaction, except for the Bid Security.</p>

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		<p>and every page of all the documents submitted for this Transaction, except for the Bid Security, using the format below:</p> <p>NAME OF THE BIDDER Name and signature of Authorized Representative</p>	<p>the Bidder's Authorized Representative (and not full signature) would be allowed to comply with this item</p> <p>2. For documents filed or certified by government entities, we propose that the Bidder's Authorized Representative does not need to initial/ sign every page</p>		<p>The signature initials (or abbreviated signature) of the Bidder's Authorized Representative shall suffice for this requirement.</p> <p>2. Proposal not accepted.</p>
16	TLI	<p><b>Section II-08 par. 8</b></p> <p>Bidder's Authorized Representative must sign on each and every page of all the documents submitted for this Transaction, except for the Bid Security, using the format below:</p>	<p>In light of Republic Act No. 8792 (Electronic Commerce Act of 2000), which grants legal recognition, validity, and enforceability to electronic signatures, would the Honorable SBAC consider allowing the Bidder's Authorized Representative to affix their signature electronically on each page of the submitted documents to expedite the preparation process?</p>	<p>Allowing electronic signatures streamlines the process significantly for all Bidders. Under R.A. 8792 (E-Commerce Act of 2000), electronic signatures are granted the same legal effect and validity as physical wet signatures</p>	<p>Proposal accepted.</p>
17	TSI	<p>Section II-08 par. 8</p> <p>Bidder's Authorized Representative must sign on each and every page of all the documents</p>	<p>To facilitate a more efficient bid preparation process while maintaining legal integrity, would the Committee be amenable to allowing the Authorized</p>	<p>Given that R.A. 8792 (E-Commerce Act of 2000) expressly grants electronic signatures the same legal binding effect as traditional wet signatures, this</p>	<p>Please refer to the response to Q16 above.</p>

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		submitted for this Transaction, except for the Bid Security, using the format below:	Representative to use electronic signatures on every page, as supported and legally recognized by the Philippine Electronic Commerce Act of 2000 (R.A. 8792)?	adjustment will significantly streamline the preparation process for all Bidders	
18	GMEC	Section II-08 par. 8  Bidder's Authorized Representative must sign on each and every page of all the documents submitted for this Transaction, except for the Bid Security, using the format below:	Republic Act No. 8792 (Electronic Commerce Act of 2000) expressly recognizes the legal equivalence of electronic and physical signatures, may we respectfully request the SBAC's favorable consideration to allow the Bidder's Authorized Representative to fulfill the per-page signature requirement through the use of an electronic signature?		Please refer to the response to Q16 above.
19	TVI	Section II-08 par. 8  Bidder's Authorized Representative must sign on each and every page of all the documents submitted for this Transaction, except for the Bid Security, using the format below:	Given the voluminous nature of the Transaction Documents and third-party attachments, may we respectfully suggest that the SBAC permit the use of electronic signatures (e-signatures) by the Authorized Representative on each page, in accordance with the legal validity provided under Republic Act No. 8792?	Under R.A. 8792 (E-Commerce Act of 2000), electronic signatures carry the same legal weight, validity, and enforceability as physical wet ink signatures.	Please refer to the response to Q16 above.

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
20	SPI and MPI	<p><b>Section II-08 Preparation and Contents of Bids</b></p> <p>11. Preferably, the documents to be submitted by the Bidder should be in the following format:</p> <p>a. Printed in long bond paper size (8.5 inches x 13 inches); and</p> <p>b. 12-point font size using any easily readable font.</p>	<p>Please confirm that documents issued by government agencies may have different format as Bidders have no control on this.</p>	<p>For clarification and better understanding of all the bidders.</p>	<p>Confirmed.</p>
21	TLI	<p><b>Section II-08 par. 11</b></p> <p>11. Preferably, the documents to be submitted by the Bidder should be in the following format:</p> <p>a. Printed in long bond paper size (8.5 inches x 13 inches); and</p> <p>b. 12-point font size using any easily readable font.</p>	<p>Noting that the long bond paper and 12-point font specifications are listed as "preferable," we seek confirmation that Bidders may submit previously executed EOI documents, pre-notarized corporate records, and original government-issued forms "as is" and in their original paper sizes to avoid the impracticality of retroactive formatting?</p>		<p>Confirmed.</p>
22	EDC	<p>SECTION II-08: PREPARATION AND CONTENTS OF BIDS</p> <p>...</p> <p>"11. Preferably, the documents to be submitted by the Bidder should</p>	<p>We clarify whether the SBAC will allow the submission of documents in varying paper sizes or font styles, provided that the contents remain clearly legible, particularly for</p>	<p>This is to clarify the requirements</p>	<p>Confirmed.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		<p>be in the following format:            a. Printed in long bond paper size (8.5 inches x 13 inches); and            b. 12-point font size using any easily readable font.            The Bidder may print in back-to-back pages."</p>	<p>corporate documents issued by external parties that follow their own standardized formats.</p>		
23	TSI	<p>Section II-08 par. 11             11. Preferably, the documents to be submitted by the Bidder should be in the following format:             a. Printed in long bond paper size (8.5 inches x 13 inches); and            b. 12-point font size using any easily readable font.</p>	<p>We noted that the guidelines state the long bond paper size and 12-point font are 'preferable.' To guide our preparation, may we respectfully confirm with the Committee that Bidders still have a free hand in their submission formats, and will not face disqualification for using other standard paper sizes like A4 or Letter, as long as the documents are clear and legible?"</p>		Confirmed.
24	TVI	<p>Section II-08 par. 11             11. Preferably, the documents to be submitted by the Bidder should be in the following format:             a. Printed in long bond paper size (8.5 inches x 13 inches); and</p>	<p>Noting that the formatting instruction is prefaced with the word "Preferably," may we respectfully clarify and confirm if Bidders retain reasonable flexibility (a free hand) in the paper size and font of their submissions, provided that the documents remain neat,</p>		Confirmed.

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		b. 12-point font size using any easily readable font.	legible, and properly organized?		
25	GNPD	<p><b>Section II-08 Preparation and Contents of Bids</b></p> <p>11. Preferably, the documents to be submitted by the Bidder should be in the following format:</p> <p>a. Printed in long bond paper size (8.5 inches x 13 inches); and</p> <p>b. 12-point font size using any easily readable font.</p> <p>The Bidder may print in back-to-back pages.</p>	Please confirm that Bidders may execute documents to be submitted in other paper sizes (A4, short, etc.,)		Confirmed.
26	TVI	<p><b>Section II-08</b></p> <p>13. For the documents required to be submitted for this Transaction, the Bidder may submit either:</p> <p>xxx</p> <p>Certified true copies may be issued by the person or officer holding the originals of the document or by any other appropriate Governmental Authority.</p>	May we respectfully clarify and confirm if the Bidder's Authorized Representative is allowed to sign and authenticate the submitted photocopies as "Certified True Copies" (CTC) of the originals, provided that such specific authority to certify documents is expressly granted to them in the Bidder's submitted Board Resolution or Secretary's Certificate?	An explicit grant of authority in a notarized Secretary's Certificate provides the SBAC with a legally binding guarantee of authenticity, streamlining bid preparation while the SBAC retains full authority to verify the originals during Post-Qualification.	<p>Proposal accepted.</p> <p>The Bidding Procedures shall allow the Bidder's Authorized Representative to sign and authenticate submitted photocopies as "Certified True Copies" of the originals, provided that:</p> <p>1. such authority is expressly granted in the notarized Secretary's Certificate, Board Resolution, or other equivalent authorization</p>

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<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
		Xxxx			<p>document submitted as part of the Bidder's Legal Eligibility Documents; and</p> <p>2. the Bidder shall make the original documents available for inspection or verification during Bid Opening, Post-Qualification, or at such other time as may be required by the NEA-SBAC.</p>
27	TVI	<p>Section II-08 par.13</p> <p>13. For the documents required to be submitted for this Transaction, the Bidder may submit either:</p> <p>xxx</p> <p>Certified true copies may be issued by the person or officer holding the originals of the document or by any other appropriate Governmental Authority.</p> <p>Xxxx</p>	<p>May we respectfully suggest amending Schedule 5 to include a standard clause stating that "Each of the documents submitted is an authentic copy of the original, and all statements and information provided therein are true and correct"?</p> <p>Consequently, with this sworn guarantee included in Schedule 5, would it be acceptable for the Bidder's Authorized Representative to simply sign and stamp the submitted copies as Certified True Copies (CTC)?</p>	<p>Adding a general guarantee of authenticity to the Omnibus Sworn Certification provides the SBAC with a legally binding safety net.</p>	<p>First proposal is not accepted.</p> <p>As to the second proposal, please refer to the response to Q26 above.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
28	TSI	<p>Section II-08 par.13</p> <p>13. For the documents required to be submitted for this Transaction, the Bidder may submit either:</p> <p>xxx</p> <p>Certified true copies may be issued by the person or officer holding the originals of the document or by any other appropriate Governmental Authority.</p> <p>Xxxx</p>	<p>Given the tight timeline for bid preparation, may we respectfully suggest that certification by the Authorized Representative be accepted for the bid submission, provided that the original documents will be presented for verification during the post-qualification stage?</p>		<p>Please refer to the response to Q26 above.</p>
29	GMEC	<p>Section II-08 par.13</p> <p>13. For the documents required to be submitted for this Transaction, the Bidder may submit either:</p> <p>Xxx</p> <p>Certified true copies may be issued by the person or officer holding the originals of the document or by any other appropriate Governmental Authority.</p> <p>Xxxx</p>	<p>To help streamline the preparation of voluminous bid documents, would the Honorable NEA-SBAC consider allowing the Bidder's Authorized Representative to certify the submitted photocopies as true copies of the original?</p>		<p>Please refer to the response to Q26 above.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
30	EDC	<p>SECTION II-08: PREPARATION AND CONTENTS OF BIDS</p> <p>...</p> <p>13... Certified true copies may be issued by the person or officer holding the originals of the document or by any other appropriate Governmental Authority.</p> <p>As much as possible, Bidders shall submit originals or certified true copies of the documents they intend to submit for this Transaction. Bidders shall resort to submitting photocopies only if said document cannot be reasonably presented to the NEA-SBAC on Bid Submission Date.</p>	<p>We request that Bidder's authorized representative, who is empowered through a Secretary's Certificate to ensure the authenticity of Bidder's submission, may certify documents as an alternative to original issuing entities/actual custodians; and further, whether such certification may be affixed solely to the first page of each document.</p>	<p>This is to clarify the requirements</p>	<p>Please refer to the response to Q15 and Q26 above.</p>
31	GNPK	<p><b>Section II-08</b></p> <p><b>Item 13</b></p> <p>Certified true copies may be issued by the person or officer holding the originals of the document or by any other appropriate Governmental Authority.</p>	<p>We request to allow the Authorized Representatives indicated in the Secretary's Certificate certify the documents.</p>		<p>Please refer to the response to Q26 above.</p>

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32	MPI and MPGC	<p><b>SECTION II-08 13. xxx</b></p> <p>Certified true copies may be issued by the person or officer holding the originals of the document or by any other appropriate Governmental Authority.</p>	<p>Please confirm that Authorized Representatives may certify the documents as true and correct copy of the original.</p>	<p>For clarification and better understanding of all the bidders.</p>	<p>Please refer to the response to Q26 above.</p>
33	TLI	<p>SECTION II-08: PREPARATION AND CONTENTS OF BIDS, Par 13</p> <p>Certified true copies may be issued by the person or officer holding the originals of the document or by any other appropriate Governmental Authority.</p>	<p>May we suggest allowing the Bidder's Authorized Representative to certify the photocopied eligibility documents as true and correct copies, provided that their notarized Secretary's Certificate contains an explicit grant of authority to do so?</p>		<p>Please refer to the response to Q26 above.</p>
34	TLI	<p>Section II-08 par.13</p> <p>Certified true copies may be issued by the person or officer holding the originals of the document or by any other appropriate Governmental Authority.</p>	<p>May we respectfully request clarification on whether the NEA-SBAC will permit the Bidder's Authorized Representative to authenticate the required documents as Certified True Copies, as is standard practice in other government and CSP procurement processes?</p>		<p>Please refer to the response to Q26 above.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
35	GNPD	<p><b>SECTION II-08: PREPARATION AND CONTENTS OF BIDS, Item 13</b></p> <p>Certified true copies may be issued by the person or officer holding the originals of the document or by any other appropriate Governmental Authority.</p>	<p>As is customary in similar competitive bidding processes, may we confirm if the SBAC will permit the 'Certified True Copy' stamp and signature to be placed solely on the first page of multi-page attachments?</p>		<p>Please refer to the response to Q15 and Q26 above.</p>
36	TLI	<p><b>SECTION II-08: PREPARATION AND CONTENTS OF BIDS, Item 13</b></p> <p>Certified true copies may be issued by the person or officer holding the originals of the document or by any other appropriate Governmental Authority.</p>	<p>In the execution of Certified True Copies for lengthy documents (such as Audited Financial Statements or SEC documents), may we confirm if the SBAC will accept a format where the formal CTC stamp and full signature are affixed exclusively to the first page?</p>		<p>Please refer to the response to Q15 and Q26 above.</p>
37	TLI	<p><b>SECTION II-08: PREPARATION AND CONTENTS OF BIDS, Item 13</b></p> <p>Certified true copies may be issued by the person or officer holding the originals of the document or by any other appropriate Governmental Authority.</p>	<p>In light of the voluminous documentary requirements, may we respectfully propose allowing the Bidder's Authorized Representative to certify photocopies as "Certified True Copies" (CTC), provided they are backed by an explicit grant of authority in the Secretary's Certificate</p>	<p>Securing third-party CTCs for every single attachment creates a severe administrative bottleneck that could jeopardize timely bid submissions. Allowing self-certification—when strictly supported by a Secretary's Certificate—removes this operational hurdle.</p>	<p>Please refer to the response to Q26 above.</p>

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<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
38	TSI	<p>SECTION II-08: PREPARATION AND CONTENTS OF BIDS, Item 13</p> <p>Certified true copies may be issued by the person or officer holding the originals of the document or by any other appropriate Governmental Authority.</p>	<p>May we clarify if the execution of Schedule 5 (Omnibus Sworn Certification)—revised with the clause: "Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original... and true and correct"—is legally sufficient to dispense with the CTCs?</p> <p>Under this premise, we propose that the Authorized Representative be allowed to issue the CTCs, provided they are duly authorized by the Board via a Secretary's Certificate.</p>	<p>By signing the proposed clause in the Omnibus Sworn Certification, the Bidder is already legally binding itself, under pain of perjury, to the absolute authenticity of all submitted photocopies. Requiring third-party CTCs on top of this sworn declaration is a redundancy that heavily burdens the Bidders. The SBAC remains fully protected by the sworn affidavit and its right to verify the physical originals during Post-Qualification.</p>	<p>Please refer to the response to Q15 and Q26 above.</p>
39	TVI	<p>SECTION II-08: PREPARATION AND CONTENTS OF BIDS, Item 13</p> <p>Certified true copies may be issued by the person or officer holding the originals of the document or by any other appropriate Governmental Authority.</p>	<p>As is customary in similar competitive bidding processes, may we confirm if the SBAC will permit the 'Certified True Copy' stamp and signature to be placed solely on the first page of multi-page attachments</p>		<p>Please refer to the response to Q15 and Q26 above.</p>

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40	GMEC	<p>SECTION II-08: PREPARATION AND CONTENTS OF BIDS, Item 13</p> <p>Certified true copies may be issued by the person or officer holding the originals of the document or by any other appropriate Governmental Authority</p>	<p>Since the current rules already state that the SBAC will verify physical originals during the Bid Opening or Post-Qualification, may we suggest streamlining the initial submission by allowing the Bidder's Authorized Representative to self-certify the copies?</p> <p>To ensure strict compliance, this will be supported by a Secretary's Certificate granting such authority, and a sworn statement in Schedule 5 declaring: "Each of the documents submitted is an authentic copy of the original, complete, and all statements and information provided therein are true and correct."</p>	<p>Permitting self-certification—when strictly supported by an explicit Board Resolution, a sworn Omnibus Certification, and the mandatory Post-Qualification review—fully preserves the integrity of the bidding process and provides a legally sound safety net for SBAC.</p>	<p>Please refer to the response to Q15 and Q26 above.</p>
41	TLI	<p>SECTION II-08: PREPARATION AND CONTENTS OF BIDS, Item 13</p> <p>For the documents required to be submitted for this Transaction, the Bidder may submit either:</p> <p>a. Originals;</p> <p>b. Certified true copies; or</p>	<p>We noted that some eligibility documents must be certified by the issuing government authority. Since we regularly participate in CSPs, we already have SEC documents and business permits on hand that were certified by the government, but the CTC stamp is dated before the publication of this</p>		<p>Confirmed.</p>

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		c. Photocopies provided the originals of the photocopied documents shall be presented to the NEA-SBAC during the Bid Opening or during the post-qualification process.	ITB. May we clarify if the SBAC will accept these existing certified copies, so we don't have to experience delays requesting new CTCs for documents that haven't changed?		
42	TVI	SECTION II-08: PREPARATION AND CONTENTS OF BIDS, Item 13  For the documents required to be submitted for this Transaction, the Bidder may submit either: a. Originals; b. Certified true copies; or c. Photocopies provided the originals of the photocopied documents shall be presented to the NEA-SBAC during the Bid Opening or during the post-qualification process.	May we respectfully clarify if the SBAC will accept Certified True Copies (CTCs) issued directly by government entities (e.g., SEC documents) even if the certification is dated prior to the publication date of the Invitation to Bid(21 April 2026)?  Please note that the CTC-ed documents are the latest documents of the Bidder.	Bidders who regularly participate in CSPs often maintain government-certified copies of their standard corporate documents on hand. Allowing the submission of these previously certified documents—provided the information remains accurate and up to date—will significantly reduce administrative bottlenecks and prevent delays caused by requesting new CTCs for the exact same documents.	Confirmed.
43	GNPD	SECTION II-09: ELIGIBILITY REQUIREMENTS	For partnerships. Please confirm that Bidder will submit a Partnership Agreement in lieu of Articles of Incorporation?		Confirmed

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44	GNPD	SECTION II-09: ELIGIBILITY REQUIREMENTS	For partnerships. Please confirm that Bidder submit a Information Sheet in lieu of General Information Sheet?		Confirmed
45	GNPD	SECTION II-09: ELIGIBILITY REQUIREMENTS	For partnerships, if corporate By-Laws is not applicable, may we confirm if such Bidders can simply declare this requirement as "Not Applicable" in Schedule 22?		Confirmed
46	GMEC	SECTION II-09: ELIGIBILITY REQUIREMENTS	May we clarify if a Partnership may present a Statement of Changes in Partners' Capital instead of a Statement of Shareholders' Equity, and a Statement of Comprehensive Income instead of a Statement of Profit or Loss and Other Comprehensive Income in its Audited Financial Statements (AFS)?		Confirmed
47	GNPK	<b>Section II-09 Legal Eligibility Documents</b> 2. Board Resolution or Secretary's Certificate evidencing the grant of authority to the Bidder's Authorized Representative to:	Should the language in items a-c be required in verbatim in the Secretary's Certificate?  Would the Secretary's Certificate we previously submitted along with the Expression of Interest that		Yes, items a-c be must be incorporated <i>verbatim</i> in the notarized Secretary's Certificate, Board Resolution, or other equivalent authorization document submitted as part of the Bidder's Legal Eligibility Documents.

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<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
		<p>a. receive all Bid Bulletins, the Final Transaction Documents, communications, correspondences, notices and legal processes for and on behalf of the Bidder;</p> <p>b. submit the Bidder's Eligibility Documents and Bid Security, Technical Proposal, and Financial Proposal, make representations for and on behalf of the Bidder, including the execution and signing of the Final Transaction Documents; and</p> <p>c. act for and on behalf of the Bidder during the opening and evaluation of Bids, post- qualification, and on all matters to be taken in the Transaction.</p>	<p>provides the similar language suffice given that it already contains or has captured the substantive meaning as required by a-c?</p>		
48	SPI, MPI	<p><b>Section II-09 Legal Eligibility Documents</b></p> <p>2. Board Resolution or Secretary's Certificate evidencing the grant of authority to the Bidder's Authorized Representative to:</p> <p>a. Xxx</p>	<p>Please confirm that items a to c in No. 2, does not have to be quoted verbatim or, as listed in the same Section II-09-02.</p>	<p>For clarification and better understanding of all the bidders.</p>	<p>Please see response to Q47 above.</p>

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49	SPI	<p><b>Section II-09 Legal Eligibility Documents</b></p> <p>2. Board Resolution or Secretary's Certificate evidencing the grant of authority to the Bidder's Authorized Representative to:</p> <p>Xxx</p>	<p>Please note that these documents were already submitted in order to secure the Transaction Documents. Kindly confirm that the Bidders do not need to resubmit these documents.</p>	<p>For clarification and better understanding of all the bidders.</p>	<p>Please see response to Q47 above.</p>
50	FDCMPC	<p><b>Bidding Procedures Part 2. Sec II-09: Eligibility Requirements, Item 3</b></p> <p>3 Bidders shall submit a sworn Certification of Non-Applicability (use SCHEDULE 22) for any eligibility requirement/s that do not apply to them, including an explanation as to why such requirement/s are not applicable. The NEA-SBAC reserves the right to confirm and verify the accuracy of these explanations during the post-qualification process.</p>	<p>Bidders shall submit a sworn Certification of Non-Applicability (use SCHEDULE 22) for any eligibility requirement/s that do not apply to them, including an explanation as to why such requirement/s are not applicable.</p> <p>Suggestion: A single Certification of Non-Applicability outlining all non-applicable requirements.</p>	<p>Can the same Certification of Non-Applicability be used repetitively on non-applicable requirements? Or are we required to provide one Certificate of Non-Applicability for each item?</p>	<p>Proposal accepted.</p> <p>The Bidder shall execute one Certification of Non-Applicability covering all non-applicable eligibility requirements, provided that each non-applicable requirement is clearly identified and the reason for non-applicability is stated. A copy of the Certification should be attached to each relevant folder where the non-applicable requirement would have been submitted.</p> <p>For clarity, the Certification of Non-Applicability applies only to the eligibility requirements under Section II-09 of the Bidding</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
					<p>Procedures.</p> <p>Section II-09 was revised accordingly.</p>
51	TVI	<p><b>SECTION II-09: ELIGIBILITY REQUIREMENTS</b></p> <p>3 Bidders shall submit a sworn Certification of Non-Applicability (use SCHEDULE 22) for any eligibility requirement/s that do not apply to them, including an explanation as to why such requirement/s are not applicable. The NEA-SBAC reserves the right to confirm and verify the accuracy of these explanations during the post-qualification process</p>	<p>Regarding the sworn Certification of Non-Applicability or Schedule 22, we noted that we might have multiple items across different folders that are not applicable to us—like the Joint Venture or Renewable Energy requirements. May we respectfully confirm if we can execute just one consolidated, original notarized Schedule 22, and then simply submit Certified True Copies (CTCs) of that master document into the other respective folders to fulfill the checklist requirement?</p>	<p>Allowing Bidders to use one consolidated original—supported by CTCs placed in the relevant tabs—ensures that the SBAC evaluators still see the legal justification during their step-by-step checklist review</p>	<p>Please refer to the answer to Q50 above.</p>
52	TVI	<p><b>SECTION II-09: ELIGIBILITY REQUIREMENTS</b></p> <p>Envelope 1, Folder 1-1 Legal Eligibility Documents item 4</p> <p>Certificate of Incorporation, registration certificate, or an</p>	<p>During the Pre-Bid Conference, it was stated that Bidders only need to submit their latest SEC documents.</p> <p>For a Bidder that was originally incorporated under a different name and has since legally amended its corporate name, may we</p>	<p>We seek this clarification to ensure strict compliance with the documentary requirements. We want to proactively prevent any inadvertent technical disqualifications during the Bid Opening should the SBAC or TWG note a discrepancy between the old</p>	<p>Bidder may submit a brief explanatory note and/or the SEC Certificate of Filing of Amended Articles of Incorporation to prove the name change.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		equivalent document acceptable to the NEA-SBAC, issued by the Securities and Exchange Commission (“SEC”), Department of Trade and Industry (“DTI”), Cooperative Development Authority (“CDA”), whichever may be appropriate under existing laws of the Philippines.	respectfully clarify if the Bidder is required to submit a brief explanatory note and/or the SEC Certificate of Filing of Amended Articles of Incorporation to prove the name change?  Or will the submission of the original SEC documents bearing the old name be deemed entirely sufficient?	name on the original Certificate of Incorporation and the Bidder's current legal name used throughout the rest of the Bid Submission.	
53	EDC	<b>SECTION II-09: ELIGIBILITY REQUIREMENTS, Envelope 1, Folder 1-1 Legal Eligibility Documents,</b>  ... <b>Items 4, 6, 8, 9, 10 and 11</b>	Please confirm that these corporate documents, like items 4, 6, 7, 9, 10 and 11, may be copies that are certified true copies. And we reiterate our request to include the Bidder’s authorized representative among the parties permitted to certify corporate documents as true copies, specifically items 4, 6, 7, 9, 10, and 11.	This is to clarify the requirements	Confirmed. Please refer to the response to Q26 above.
54	EDC	<b>SECTION II-09: ELIGIBILITY REQUIREMENTS, Envelope 1, Folder 1-1 Legal Eligibility Documents,</b>  ... 6. Articles of Incorporation and By-	Can Bidder submit only the Latest Articles of Incorporation and By-Laws, for compliance ?	We propose that the latest versions would already satisfy the requirement by the in the Bidding Procedures.	Confirmed.

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		<p>laws or a Memorandum of Association or Partnership duly certified by the concerned authorities, as may be applicable.</p> <p>For a Bidder organized or existing under laws other than the Philippines, the equivalent of the above documents shall be submitted, certified true and correct by the Bidder's authorized representative and duly authenticated by the Philippine Consulate in the foreign country where the Bidder was organized and continues to exist.</p>			
55	SPI, MPI, MPGC	<p><b>Section II-09 Legal Eligibility Documents</b></p> <p>6. Articles of Incorporation and By-laws or a Memorandum of Association or Partnership duly certified by the concerned authorities, as may be applicable.</p> <p>xxx</p>	<p>1) Please confirm if the latest Articles of Incorporation will suffice for this requirement.</p> <p>2) Please confirm that the Bidders can redact the Personal Information due to Data Privacy.</p>	For clarification and better understanding of all the bidders.	Both items confirmed.
56	TSI	SECTION II-09: ELIGIBILITY REQUIREMENTS Envelope 1, Folder 1-1	May we respectfully confirm if the requirement for the Articles of Incorporation and By-laws to be	We seek this clarification to ensure consistency in interpreting the Bidding Procedures across different	Confirmed.

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TO THE BIDDING PROCEDURES**

No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		<p>Legal Eligibility Documents item 6</p> <p>Articles of Incorporation and By-laws or a Memorandum of Association or Partnership duly certified by the concerned authorities, as may be applicable.</p>	<p>"duly certified by the concerned authorities" under Item 6 is subject to the general rule under Section II-08 (Item 13), which states that Certified True Copies (CTCs) may be issued by "the person or officer holding the originals of the document" (e.g., the Corporate Secretary)?</p> <p>Furthermore, should the SBAC approve our earlier proposal regarding the issuance of CTCs, may we confirm that the Bidder's Authorized Representative will likewise be allowed to certify these specific corporate documents?</p>	<p>sections. Allowing the Corporate Secretary (as the officer holding the originals) or the Authorized Representative to certify the AOI and By-Laws will greatly expedite the preparation of the bid submission, while remaining fully compliant with the established guidelines under Section II-08.</p>	
57	GNPK	<p><b>Section II-09 Legal Eligibility Documents</b></p> <p>11. The Bidder's Latest General Information Sheet stamped-received or digitally-received through eFAST by the SEC with attached electronic official receipt and/or filing reference, or each of its members in a joint venture/consortium, if applicable.</p>	<p>Please confirm whether a certified information sheet (signed by the Partnership Secretary) using the SEC GIS template would be acceptable.</p> <p>For paragraph 2 of 1.1, please confirm if we can instead submit a <b>certification issued by the Partnership Secretary attesting to</b></p>	<p>Please note that the SEC GIS requirement applies only to corporations. Hence, GNPK, as a partnership can only submit the certified information sheet to comply with the requirement in Section II-09.11.</p>	<p>1. Proposal accepted.</p> <p>2. Confirmed.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		<p>11. The Bidder's Latest General Information Sheet stamped-received or digitally-received through eFAST by the SEC with attached electronic official receipt and/or filing reference, or each of its members in a joint venture/consortium, if applicable.</p> <p>The Bidder shall likewise submit its Beneficial Ownership Declaration for the year 2025 as provided in the GIS. In the case of a joint venture/consortium, each member thereof shall submit its own Beneficial Ownership Declaration for the same year.</p> <p>For a Bidder organized or existing under laws other than Philippine Law, the equivalent of the above documents shall be submitted, certified true and correct by the Bidder's authorized representative and duly authenticated by the Philippine Consulate in the foreign country where the Bidder was organized and continues to exist.</p>	<p>the beneficial owners of the Partnership.</p>		
58	SPI, MPI, MPGC	<p><b>Section II-09 Legal Eligibility Documents</b></p> <p>11. The Bidder's Latest General Information Sheet stamped-received or digitally-received through eFAST by the SEC with attached electronic official receipt and/or filing reference, or each of its members in a joint venture/consortium, if applicable.</p> <p>Xxx</p>	<p>Please confirm that the Bidders can redact the personal information due to Data Privacy.</p>	<p>For clarification and better understanding of all the bidders.</p>	<p>Confirmed.</p>
59	TVI	<p><b>SECTION II-09: ELIGIBILITY REQUIREMENTS</b> Envelope 1, Folder 1-1 Legal Eligibility Documents</p>	<p>May we respectfully confirm if, for purposes of this requirement, the SBAC will accept the submission of the GIS accompanied by the</p>	<p>We just want to confirm if the standard SEC eFAST Receiving Page is completely acceptable for this? To be specific, the eFAST</p>	<p>Confirmed that the 'Document ID' on the GIS submitted to the SEC is acceptable as the 'filing reference' required in the Bidding Procedures.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		<p>item 11</p> <p>The Bidder's Latest General Information Sheet stamped-received or digitally-received through eFAST by the SEC with attached electronic official receipt and/or filing reference, or each of its members in a joint venture/consortium, if applicable.</p>	<p>standard SEC eFAST Receiving Page that contains the following details:</p> <ul style="list-style-type: none"> <li>• Document Type: General Information Sheet</li> <li>• Company Name</li> <li>• SEC Registration No.</li> <li>• Period Covered</li> <li>• Receipt Date and Time</li> <li>• Document ID</li> <li>• Submission Type</li> <li>• Receiving Officer</li> </ul> <p>Furthermore, may we confirm that the "Document ID" reflected on this receiving page fully satisfies the requirement for a "filing reference"?</p> <p>Please note that because the SEC does not assess any fees for the standard filing of the GIS, no Official Receipt (OR) is generated or issued for this transaction.</p>	<p>system generates a page showing the Company Name, Receipt Date and Time, Document ID, and the Receiving Officer, among other details. May we confirm that the 'Document ID' on this page is perfectly acceptable as the 'filing reference' required in the Bidding Procedures?</p>	
60	FDCMPC	<b>Bidding Procedures Part 2. Sec II-09: Legal Eligibility Requirements, Item 12, Schedule</b>	Bidders shall indicate all the names of the government agencies and banks mentioned in their respective	Does Schedule 9 indicated in the template refer to Schedule 7?	This error shall be corrected.

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		7	submissions, not only those institutions that issued certified true copies. For example, if the Bidder submits an original copy of its Articles of Incorporation issued by the SEC, the Bidder should include the SEC in Schedule 9. If the Bidder submits a photocopy or certified true copy of its Credit Line Certification from Bank A, the Bidder should include the Bank A.	*Sched 7 – Authorization Letter to Government Agencies *Sched 9 – Certification of Non-Affiliation with Members of the SBAC	
61	CEDC	<p><b>Envelope 1, Folder 1-1 par. 13: Legal Eligibility Documents</b></p> <p>xxx "The Bidder must submit a Certificate of Good Standing from at least three (3) regulated off-takers (i.e., private distribution utilities or electric cooperatives), whether existing or previous customers. If the Bidder does not or did not have three (3) regulated off-takers, the Bidder shall submit a Certificate of Good Standing from all of its current and previous regulated off-takers." Xxx</p>	For SBAC's confirmation if the Bidder has only one (1) existing or previous customer, it shall only be required to submit a Certificate of Good Standing from that existing or previous customer		Confirmed.

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
62	TVI	<p>SECTION II-09: ELIGIBILITY REQUIREMENTS Envelope 1, Folder 1-1 Legal Eligibility Documents item 13</p> <p>The Bidder must submit a Certificate of Good Standing from at least three (3) regulated off-takers (i.e., private distribution utilities or electric cooperatives), whether existing or previous customers. If the Bidder does not or did not have three (3) regulated off-takers, the Bidder shall submit a Certificate of Good Standing from all of its current and previous regulated off-takers.</p> <p>Bidders shall use the template Certificate of Good Standing provided in SCHEDULE 8 hereof. Only the General Manager of the regulated off-takers (or her/his equivalent) should issue the Certificate of Good Standing.</p>	<p>The Bidding Procedures state that the Certificate of Good Standing (Schedule 8) must be issued by the "General Manager of the regulated off-takers (or her/his equivalent)."</p> <p>Since private Distribution Utilities (DUs) generally do not use the title "General Manager" within their corporate structures, may we respectfully clarify and confirm if the Vice President for Energy Sourcing and Regulatory Affairs (or a similar executive role handling power supply contracts) is fully acceptable as the "equivalent" signatory for private DUs?</p>	<p>In private DUs, the Vice President for Energy Sourcing and Regulatory Affairs is typically the officer directly managing power supply agreements and is therefore in the best position to attest to the GenCo's performance and good standing.</p>	<p>Only the General Manager of the regulated off-takers (or her/his equivalent for Private DUs) should issue the Certificate of Good Standing.</p>
63	EDC	<p><b>SECTION II-09: ELIGIBILITY REQUIREMENTS, Envelope 1, Folder 1-1 Legal Eligibility</b></p>	<p>We clarify whether Bidder is permitted to use its own Executive Summary template. We further</p>	<p>This is to clarify the requirements</p>	<p>The Bidder may use its own template Executive Summary provided said template contains the</p>

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<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
		<p><b>Documents,</b> ... 14. Bidder shall submit an Executive Summary containing a brief description of the Bidder's company history and structure, including relevant capabilities in the construction, operation, and maintenance of a power plant or in the supply of electricity to the private distribution utilities, electric cooperatives, or contestable customers, if any.</p>	<p>clarify whether construction-related requirements are intended exclusively for ongoing or future works, and thus may be excluded from the Executive Summary for Bidders with power plants that are already fully constructed and operational.</p>		<p>brief description of the Bidder's company history and structure, including relevant capabilities in the construction, operation, and maintenance of a power plant or in the supply of electricity to the private distribution utilities, electric cooperatives, or contestable customers, if any.</p>
64	GNPK	<p><b>Section II-09 Legal Eligibility Documents</b>  14. Bidder shall submit an Executive Summary containing a brief description of the Bidder's company history and structure, including relevant capabilities in the construction, operation, and maintenance of a power plant or in the supply of electricity to the private distribution utilities, electric cooperatives, or contestable customers, if any.</p>	<p>Please confirm that Company and Owner's Profile is acceptable.</p>		<p>Please refer to the response to Q63 above.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
65	GNPK	<p><b>Section II-09 Legal Eligibility Documents</b> 15. Bidder shall submit an organizational structure containing basic information of the Bidder's legal status and organizational chart.</p>	<p>Please confirm requirement regarding "bidder's legal status."  Can we submit our organizational chart only?</p>		<p>For this requirement, the Bidder may submit a brief description of its ownership/shareholding structure.</p>
66	TVI	<p>SECTION II-09: ELIGIBILITY REQUIREMENTS Envelope 1, Folder 1-1 Legal Eligibility Documents item 15</p> <p>Bidder shall submit an organizational structure containing basic information of the Bidder's legal status and organizational chart.</p>	<p>May we respectfully confirm if the Bidder can fully satisfy this requirement by submitting the following combination of documents:</p> <ol style="list-style-type: none"> <li>1. The Bidder's standard internal Organizational Chart (or Organizational Table); and</li> <li>2. The Bidder's Latest GIS and/or SEC Certificate of Incorporation to expressly satisfy the requirement for "basic information of the Bidder's legal status.</li> </ol>	<p>The requirement asks for both an organizational chart and information regarding legal status. Since the SEC Certificate of Incorporation and the GIS are the definitive, government-recognized documents that prove a company's legal status, corporate structure, and ownership, submitting them alongside the company's internal organizational chart perfectly captures the intent of this provision. We seek this confirmation to ensure that utilizing these existing, official documents is deemed fully compliant.</p>	<p>Bidder must still submit Item 15 of the Legal Eligibility Documents, by providing the basic information of its corporate status as well as its organization structure.</p> <p>The Bidder may attach the GIS for additional reference.</p>
67	GNPK	<p><b>Section II-09 Legal Eligibility Documents</b>  17. In addition, the Bidder shall</p>	<p>For item b, due to confidentiality restrictions under our limited partnership agreement, can we instead submit a certification issued</p>		<p>Requirement No. 17 under the Legal Eligibility Documents shall be deleted from the Bidding Procedures.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		<p>provide the following documents:</p> <p>a. Verified Certification (use SCHEDULE 10) showing list of Board of Directors and Board Members of the ultimate parent company, its subsidiaries, and all its affiliates.</p> <p>b. Shareholders' Agreement, if applicable.</p> <p>c. Valid Certificate of Registration issued by the Board of Investments ("BOI"), if applicable.</p> <p>Note: For Bidders utilizing Renewable Energy technology, submission of BOI Certification is mandatory.</p>	<p>by the Partnership Secretary attesting to the partners involved, their partnership interests, capital contributions, profit or loss sharing percentages?</p> <p>Also, we would like to ask the context/definition for the ultimate parent company?</p> <p>As for SCHEDULE 10, may we request that we be allowed to make revisions/edits to the template as applicable to partnerships?</p>		<p>Bidders need not submit the documents under Requirement No. 17.</p>
68	GNPK	<p><b>Section II-09 Legal Eligibility Documents</b></p> <p>17. In addition, the Bidder shall provide the following documents:</p> <p>a. Verified Certification (use SCHEDULE 10) showing list of Board of Directors and Board Members of the ultimate parent company, its subsidiaries, and all its affiliates.</p>	<p>For item b, please note that GNPK (being a partnership and not a corporate entity) does not have a Shareholders Agreement. In line with this, may GNPK submit its Articles of Limited Partnership instead?</p> <p>Also, we would like to ask the context/definition for the ultimate parent company?</p>		<p>Please refer to the response to Q67 above.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		<p>b. Shareholders' Agreement, if applicable.</p> <p>c. Valid Certificate of Registration issued by the Board of Investments ("BOI"), if applicable.</p> <p>Note: For Bidders utilizing Renewable Energy technology, submission of BOI Certification is mandatory.</p>	<p>As for SCHEDULE 10, may we request that we be allowed to make revisions/edits to the template as applicable to partnerships?</p>		
69	SPI and MPI	<p><b>Section II-09 Legal Eligibility Documents</b></p> <p>17. In addition, the Bidder shall provide the following documents:</p> <p>a. Verified Certification (use SCHEDULE 10) showing list of Board of Directors and Board Members of the ultimate parent company, its subsidiaries, and all its affiliates.</p> <p>b. Shareholders' Agreement, if applicable.</p> <p>c. Valid Certificate of Registration issued by the Board of Investments ("BOI"), if applicable.</p> <p>Note: For Bidders utilizing</p>	<p>Suggest to delete this requirement</p> <p>The requirement to submit details of the Bidder's board of directors, including those of the ultimate parent company, its subsidiaries and all related affiliates, is irrelevant to the bidding and is redundant as all relevant information in respect of the Bidder are already disclosed in the General Information Sheet. Requiring this submission creates unnecessary duplication and may impose an additional administrative burden on bidders without providing meaningful added value to the evaluation process.</p>	For clarity	Please refer to the response to Q67 above.

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		Renewable Energy technology, submission of BOI Certification is mandatory.			
70	EDC	<p><b>SECTION II-09: ELIGIBILITY REQUIREMENTS, Envelope 1, Folder 1-1 Legal Eligibility Documents,</b></p> <p>...</p> <p>17. In addition, the Bidder shall provide the following documents:</p> <p>a) Verified Certification (use SCHEDULE 10) showing list of Board of Directors and Board Members of the ultimate parent company, its subsidiaries, and all its affiliates.</p> <p>b) Shareholders' Agreement, if applicable.</p>	We propose to remove item 17 in the legal eligibility requirement, particularly the Verified Certification showing list of Board of Directors and Board Members and Shareholders Agreement	These documents involve confidential Corporate Arrangements, which can be more appropriate during ERC approval.	Please refer to the response to Q67 above.
71	TVI	<p><b>SECTION II-09: ELIGIBILITY REQUIREMENTS</b></p> <p>items pertaining to JV, Consortium and/or Special Purpose Company</p>	For the sake of clarity during the bid evaluation process, may we respectfully confirm if Bidders who are participating as a single corporate entity can simply mark the documentary requirements intended for Joint Ventures, Special Purpose Company and/or Consortia as 'Not Applicable' or 'N/A'?		Confirmed.

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
72	GNPK	<p><b>Technical Eligibility Requirements</b></p> <p>1. As of Bid Submission Date, the Bidder and/or its Affiliates shall have a proven track record of at least five (5) years of experience in operating, maintaining, or administering power plant/s in the Philippines, with an aggregated installed capacity of at least of the following (collectively, the "Minimum Installed Capacity Requirements"):</p> <ul style="list-style-type: none"> <li>• 222.5 MW for Lot 1;</li> <li>• 60.25 MW for Lot 2; and</li> <li>• 282.75 MW for both lots.</li> </ul> <p>Further, the Bidder shall submit a matrix of the Bidder's generation portfolio with the following minimum information (use SCHEDULE 11):</p> <ol style="list-style-type: none"> <li>a. The name of the power plant/s it constructed or owned in the past ten (10) years;</li> <li>b. The name of the power plant/s it operated, maintained, or administered in the past five (5) years;</li> <li>c. Installed capacity of the power plant/s in the Philippines, which must meet the prescribed Minimum Installed Capacity Requirements;</li> <li>d. Type of power plant/s according to fuel or energy resource;</li> <li>e. Location of the power plant/s; and</li> <li>f. Year of the power plant/s was built and commissioned.</li> </ol> <p>Note: If the Bidder on its own already satisfies the required installed capacity and the required five (5)-year experience in operating, maintaining, and/or administering power plants in the Philippines, it need not submit items "a" to "f" under this Section with respect to its Affiliates.</p>	<p>Is GCMR sufficient for this requirement although it is already being asked under item 2 of the Technical Eligibility Requirements?</p>		<p>For Item 1, the GCMR alone is not sufficient. The Bidder must accomplish and submit Schedule 11, together with the relevant Certificate of Compliance (COC) or Provisional Authority to Operate (PAO), as applicable.</p>
73	SPI and MPI	<p><b>Section II-09 Envelope 1, Folder 1-2 Technical Eligibility Documents</b></p> <p>1. As of Bid Submission Date, the Bidder and/or its Affiliates shall have a proven track record of at least five (5) years of experience in operating, maintaining, or administering power plant/s in the Philippines, with an aggregated installed capacity of at least of the following (collectively, the "Minimum Installed Capacity Requirements"):</p> <ul style="list-style-type: none"> <li>• 222.5 MW for Lot 1;</li> <li>• 60.25 MW for Lot 2; and</li> <li>• 282.75 MW for both lots.</li> </ul> <p>Further, the Bidder shall submit a matrix of the Bidder's generation portfolio with the following minimum information (use SCHEDULE 11):</p>	<p>Please confirm that the bidder may submit any document to comply with this requirement, subject to redaction of confidential information not relevant to the purpose of this requirement.</p>	<p>For clarity</p>	<p>The Bidder must accomplish and submit Schedule 11, together with the relevant Certificate of Compliance (COC) or Provisional Authority to Operate (PAO), as applicable.</p>
74	TVI	<p><b>Envelope 1, Folder 1-2 Technical Eligibility Documents</b></p> <p>1. As of Bid Submission Date, the</p>	<p>Regarding the Technical Eligibility requirement for a 5-year proven track record, may we respectfully clarify if submitting our Generation</p>		<p>Please refer to the response to Q72 above.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		<p>Bidder and/or its Affiliates shall have a proven track record of at least five (5) years of experience in operating, maintaining, or administering power plant/s in the Philippines</p>	<p>Company Management Reports (GCMR) for the last five years, together with a duly executed Schedule 11, would be considered complete and sufficient proof of our experience in operating power plants?</p>		
75	TVI	<p>SECTION II-09: ELIGIBILITY REQUIREMENTS Envelope 1, Folder 1-2 Technical Eligibility Documents Item 1</p> <p>As of Bid Submission Date, the Bidder and/or its Affiliates shall have a proven track record of at least five (5) years of experience in operating, maintaining, or administering power plant/s in the Philippines, with an aggregated installed capacity of at least of the following (collectively, the "Minimum Installed Capacity Requirements"):</p> <ul style="list-style-type: none"> <li>● 222.5 MW for Lot 1;</li> <li>● 60.25 MW for Lot 2; and</li> <li>● 282.75 MW for both lots.</li> </ul>	<p>During the Pre-Bid Conference, the SBAC mentioned that Bidders may submit their 5-year GCMR as proof of their track record.</p> <p>We also note the provision stating that a Bidder fully satisfying the track record on its own "need not submit items 'a' to 'f'... with respect to its Affiliates."</p> <p>May we respectfully clarify: If a Bidder satisfies the track record on its own and submits the 5-year GCMR, is the Bidder still required to submit Schedule 11 to list its own generation portfolio? Or does the submission of the GCMR completely dispense with the need to submit Schedule 11?</p>	<p>We respectfully seek this clarification to ensure that our bid submission is strictly compliant and that no required forms are inadvertently omitted.</p>	<p>Please refer to the response to Q72 above.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		<p>Further, the Bidder shall submit a matrix of the Bidder's generation portfolio with the following minimum information (use SCHEDULE 11):</p> <ul style="list-style-type: none"> <li>a. The name of the power plant/s it constructed or owned in the past ten (10) years;</li> <li>b. The name of the power plant/s it operated, maintained, or administered in the past five (5) years;</li> <li>c. Installed capacity of the power plant/s in the Philippines, which must meet the prescribed Minimum Installed Capacity Requirements;</li> <li>d. Type of power plant/s according to fuel or energy resource;</li> <li>e. Location of the power plant/s; and</li> <li>f. Year of the power plant/s was built and commissioned.</li> </ul> <p>Note: If the Bidder on its own already satisfies the required installed capacity and the required five (5)-year experience in operating, maintaining, and/or</p>			

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		administering power plants in the Philippines, it need not submit items "a" to "f" under this Section with respect to its Affiliates.			
76	TLI	<p><b>Envelope 1, Folder 1-2 Technical Eligibility Documents</b></p> <p>1. As of Bid Submission Date, the Bidder and/or its Affiliates shall have a proven track record of at least five (5) years of experience in operating, maintaining, or administering power plant/s in the Philippines</p>	May we respectfully confirm if the Bidder can fully satisfy this "proven track record" requirement by submitting its Generation Company Management Reports (GCMR) covering the last five (5) years, alongside a duly executed Schedule 11 (Matrix of Generation Portfolio)?		Please refer to the response to Q72 above.
77	FDCMPC	<p><b>Bidding Procedures Part 2. Sec II-09. Envelope 1, Folder 1-2. Item 1</b></p> <p>1 xxx</p> <p>Further, the Bidder shall submit a matrix of the Bidder's generation portfolio with the following minimum information (use SCHEDULE 11):</p> <p>a. The name of the power plant/s it</p>	Are Bidders still required to submit Schedule 11?	Please clarify. The first statement "Further, the Bidder shall submit a matrix of the Bidder's generation portfolio with the following minimum information (use SCHEDULE 11)" and the <b>Note</b> seems confusing.	<p>Please refer to the response to Q72 above.</p> <p>The "Note" as cited in item 1 is material only if the Bidder shall use the qualification/s of its affiliate to pass the technical eligibility requirements. If the Bidder shall not use the qualification/s of its affiliate for the eligibility requirements, then the note should be ignored.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		<p>constructed or owned in the past ten (10) years;</p> <p>b. The name of the power plant/s it operated, maintained, or administered in the past five (5) years;</p> <p>c. Installed capacity of the power plant/s in the Philippines, which must meet the prescribed Minimum Installed Capacity Requirements;</p> <p>d. Type of power plant/s according to fuel or energy resource;</p> <p>e. Location of the power plant/s; and</p> <p>f. Year of the power plant/s was built and commissioned.</p> <p><b>Note:</b> If the Bidder on its own already satisfies the required installed capacity and the required five (5)-year experience in operating, maintaining, and/or administering power plants in the Philippines, it need not submit items “a” to “f” under this Section with respect to its Affiliates.</p>			

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<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
78	EDC	<p><b>SECTION II-09: ELIGIBILITY REQUIREMENTS, Envelope 1, Folder 1-2 Technical Eligibility Documents</b></p> <p>...</p> <p>1. c. Installed capacity of the power plant/s in the Philippines, which must meet the prescribed Minimum Installed Capacity Requirements;</p>	<p>1) May we confirm that following format of Schedule 11, we only need to provide the Total Installed Capacity of the Bidder's Power Plants? And Bidders do not need to provide Installed capacity per plant.</p> <p>2) May we confirm that we are not required to provide all the plants owned by the Bidder? As long as all the listed plants meet the Minimum Installed Capacity Requirements, we are compliant with this requirement.</p>	This is to clarify the requirements	<p>1. Correct.</p> <p>2. Correct</p>
79	CEDC	<p><b>Envelope 1, Folder 1-2 Technical Eligibility Documents</b></p> <p>1 "Note: If the Bidder on its own already satisfies the required installed capacity and the required five (5)-year experience in operating, maintaining, and/or administering power plants in the Philippines, it need not submit items "a" to "f" under this Section with respect to its Affiliates."</p>	For SBAC's confirmation if the Bidder will no longer be required to submit Schedule 11 if the Bidder satisfies this requirement.		Please refer to the response to Q72 and Q77 above.

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
80	CEDC	<p><b>Envelope 1, Folder 1-2 .1 Technical Eligibility Requirements</b></p> <p>1 xxx The Bidder shall submit the ERC-issued Certificate of Compliance ("COC") and/or Provisional Authority to Operate ("PAO") for the power plant or power plants relied upon to satisfy the Minimum Installed Capacity Requirements. Xxx</p>	<p>For SBAC's confirmation if the Bidder is allowed to submit a redacted COC/PAO</p>		<p>Proposal not accepted. The COC or PAO should not be redacted.</p>
81	MPGC	<p><b>SECTION II-09: ELIGIBILITY REQUIREMENTS</b></p> <p><b>Technical Eligibility Documents</b></p> <p>2. The Bidder shall submit, for its power plant, the Generation Company Management Reports ("GCMR") for the period 2021 to 2025 together with proof of filing thereof with the ERC. The Bidder may also submit the corresponding DOE Monthly Operational Reports ("MOR") for the same period in support of its compliance with the five (5)-year experience</p>	<p>Since the submission of GCMR is to substantiate the required experience and Plant Availability Factor (PAF), please confirm that bidders are allowed to submit redacted GCMRs, provided that all relevant information remains visible, including the calculated PAF, rated and dependable capacity, scheduled and unscheduled outages, and any other pertinent data.</p>	<p>For clarity.</p>	<p>Proposal not accepted. The GCMR should not be redacted.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		<p>requirement.</p> <p>If the Bidder relies on the qualifications of its Affiliate to satisfy the Technical Eligibility Requirements, it shall likewise submit the corresponding GCMRs filed with the ERC for the power plant or plants of such Affiliate for the same period, and may also submit the corresponding DOE MORs of such Affiliate in support thereof.</p>			
82	EDC	<p>SECTION II-09: ELIGIBILITY REQUIREMENTS, Envelope 1, Folder 1-2 Technical Eligibility Documents</p> <p>...</p> <p>2. The Bidder shall submit, for its power plant, the Generation Company Management Reports (“GCMR”) for the period 2021 to 2025 together with proof of filing thereof with the ERC. The Bidder may also submit the corresponding DOE Monthly Operational Reports (“MOR”) for the same period in support of its compliance with the</p>	<p>We request the following clarifications on the Technical Eligibility Documents:</p> <p>1. Redaction of Confidential Information: Whether Bidders are permitted to redact confidential commercial data, such as specific cost structures and revenue information, from the submitted files to protect proprietary business interests while maintaining the transparency of technical data.</p> <p>2. Scope of Operational Reporting:</p>	This is to clarify the requirements	<p>1. The GCMR should not be redacted.</p> <p>2. Confirmed.</p> <p>3. The Bidder shall submit, for its power plant, the Generation Company Management Reports (“GCMR”) for the period 2021 to 2025 together with proof of filing thereof with the ERC. The Bidder may also submit the corresponding DOE Monthly Operational Reports (“MOR”) for the same period in support of its compliance with the</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		five (5)-year experience requirement.	<p>Whether the requirement to provide the Generation Company Management Report (GCMR) or the Monthly Operations Report (MOR) applies exclusively to the plants specifically listed in Schedule 11.</p> <p>3. Mutual Exclusivity of Reports: Whether the GCMR and MOR are considered mutually exclusive alternatives, such that the submission of one report for the required plants fulfills the requirement and exempts the Bidder from the obligation to submit the other for those same facilities.</p>		<p>five (5)-year experience requirement.</p> <p>The MOR is not a mandatory requirement. It may be submitted only as supporting documentation to the GCMR, at the Bidder's option. Failure to submit the MOR shall not, by itself, constitute non-compliance, provided that the Bidder submits the required GCMR and proof of filing with the ERC.</p>
83	CEDC	<p><b>Envelope 1, Folder 1-2 .2 Technical Eligibility Requirements</b></p> <p>xxx The Bidder shall submit, for its power plant, the Generation Company Management Reports, ("GCMR") for the period 2021 to 2025 together with proof of filing thereof with the ERC. The Bidder</p>	For SBAC's confirmation if the Bidder is allowed to submit a redacted GCMR/MOR	Some Terms and Conditions indicated in the cover letter and Annex A of PAO are specific to the Generation Plant and may disclose information prejudicial to the plant's compliance if remain unredacted. Unredacted copy of the PAO will be presented to the SBAC during Bid Opening and Post-Qualification.	Proposal not accepted.

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<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
		<p>may also submit the corresponding DOE Monthly Operational Reports ("MOR") for the same period in support of its compliance with the five (5)-year experience requirement. Xxx</p>			
84	PEDC	<p><b>SECTION II-09: ELIGIBILITY REQUIREMENTS</b>  <b>Envelope 1, Folder 1-2 .1</b>  <b>Technical Eligibility Requirements</b></p> <p>xxx The Bidder shall submit the ERC-issued Certificate of Compliance ("COC") and/or Provisional Authority to Operate ("PAO") for the power plant or power plants relied upon to satisfy the Minimum Installed Capacity Requirements. Xxx</p>	For SBAC's consideration to allow bidders to submit a redacted PAO.	In the case of the PAO, certain portions of Annex "A" contain conditions specifically applicable to the PAO holder. As these pertain to non-technical matters and may disclose information that could be prejudicial to the plant's compliance, we deem it necessary to redact such portions. Nevertheless, the unredacted copy may be reviewed and verified by the SBAC during the post-qualification process.	Proposal not accepted.
85	PEDC	<p><b>SECTION II-09: ELIGIBILITY REQUIREMENTS</b>  <b>Envelope 1, Folder 1-2 .2</b>  <b>Technical Eligibility Requirements</b></p> <p>xxx The Bidder shall submit, for its power plant, the Generation</p>	For SBAC's consideration to allow bidders to submit a redacted GCMR	The GCMR contains certain highly confidential information, including but not limited to revenues from kWh sales and actual fuel costs. In this regard, we respectfully propose that such sensitive information be redacted, provided that the	Proposal not accepted.

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		<p>Company Management Reports, ("GCMR") for the period 2021 to 2025 together with proof of filing thereof with the ERC. The Bidder may also submit the corresponding DOE Monthly Operational Reports ("MOR") for the same period in support of its compliance with the five (5)-year experience requirement. xxx</p>		<p>unredacted version shall be made available to the SBAC during the Bid Opening and post-qualification stages, should the Bidder be declared as the winning Bidder.</p>	
86	MPGC	<p>SECTION II-09: ELIGIBILITY REQUIREMENTS</p> <p>Technical Eligibility Documents</p> <p>2. The Bidder shall submit, for its power plant, the Generation Company Management Reports ("GCMR") for the period 2021 to 2025 together with proof of filing thereof with the ERC. The Bidder may also submit the corresponding DOE Monthly Operational Reports ("MOR") for the same period in support of its compliance with the five (5)-year experience requirement.</p>	<p>We suggest that the Bidders may submit the redacted copy of GCMR during Bid Submission and the unredacted copy will be presented during post-qualification.</p>	<p>We would like to reiterate that since the submission of GCMR is to substantiate the required experience and Plant Availability Factor (PAF), please confirm that bidders are allowed to submit redacted GCMRs, provided that all relevant information remains visible, including the calculated PAF, rated and dependable capacity, scheduled and unscheduled outages, and any other pertinent data.</p>	<p>Proposal not accepted.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		<p>If the Bidder relies on the qualifications of its Affiliate to satisfy the Technical Eligibility Requirements, it shall likewise submit the corresponding GCMRs filed with the ERC for the power plant or plants of such Affiliate for the same period, and may also submit the corresponding DOE MORs.</p>			
87	CEDC	<p><b>SECTION II-09: ELIGIBILITY REQUIREMENTS</b>  <b>Envelope 1, Folder 1-2 .2 Technical Eligibility Requirements</b>            xxx The Bidder shall submit, for its power plant, the Generation Company Management Reports, ("GCMR") for the period 2021 to 2025 together with proof of filing thereof with the ERC. The Bidder may also submit the corresponding DOE Monthly Operational Reports ("MOR") for the same period in support of its compliance with the five (5)-year experience requirement. Xxx</p>	<p>For SBAC's consideration to allow bidders to redact a portion of the GCMR</p>	<p>There are information contained in the GCMR that are highly confidential, such as revenues from kWh sales, actual fuel cost, etc., which we would like to suggest to be redacted, provided that the unredacted version will be presented to the SBAC during Bid Opening and post-qualification, in case the Bidder is awarded as the winning Bidder.</p>	<p>Proposal not accepted.</p>

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88	GNPD	<p><b>SECTION II-09: ELIGIBILITY REQUIREMENTS</b>  <b>Envelope 1, Folder 1-2</b>  <b>Technical Eligibility Documents</b>  <b>Item 2</b></p> <p>The Bidder shall submit, for its power plant, the Generation Company Management Reports (“GCMR”) for the period 2021 to 2025 together with proof of filing thereof with the ERC. The Bidder may also submit the corresponding DOE Monthly Operational Reports (“MOR”) for the same period in support of its compliance with the five (5)-year experience requirement.</p>	<p>Regarding the proof of the 5-year track record, the rules require the submission of our GCMRs from 2021 to 2025, and note that we 'may' also submit our DOE MORs for that same 5-year period.</p> <p>We'd like to confirm that submitting the 5-year GCMR alone is completely sufficient to prove our qualification, and that the MORs are purely optional. Submitting 5 years of MORs means printing 60 separate monthly reports per power plant. If requirement is not optional, may we request limiting it to just the past 12 months?</p>	<p>The annual GCMRs already provide sufficient, official proof of the 5-year operating track record. Limiting any supplementary MORs to the last 12 months provides recent operational data without overwhelming the SBAC with unnecessary paperwork.</p>	<p>The MOR is not a mandatory requirement. It may be submitted only as supporting documentation to the GCMR, at the Bidder’s option. Failure to submit the MOR shall not, by itself, constitute non-compliance, provided that the Bidder submits the required GCMR and proof of filing with the ERC.</p>
89	SPI	<p><b>Section II-10: Technical Eligibility Requirements</b></p> <p><b>Item 2</b> xxx</p> <p>The Bidder’s Nominated Power Plant must have the required PAF in at least one (1) year within 2023 to 2025.</p>	<p>We suggest that the Bidder’s nominated plant must have the required PAF in at least one (1) year within CY2021 to CY2025 instead of CY2023 to CY2025.</p>	<p>For clarification and better understanding of all the bidders.</p> <p>To provide more comprehensive picture of the plant’s performance.</p>	<p>Proposal accepted.</p> <p>The requirement shall be revised as follows:</p> <p>“The Bidder’s Nominated Power Plant must have the required PAF in at least one (1) year within <b>2021</b> to 2025.</p>

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					<p>If the Nominated Power Plant did not meet the required PAF for any year within the period 2023 to 2025, the Bidder shall submit an explanation for such non-compliance with the applicable ERC reliability indices under ERC Resolution No. 10, Series of 2020, together with the remedial measures undertaken or to be undertaken to meet the required reliability standards.”</p>
90	TVI	<p>3. Requirement The Bidder’s Nominated Physical Power Plant/s must have sufficient uncontracted capacity available to supply the Member ECs to meet the Bidder’s Offered Contract Capacity for 2027 to 2041.</p> <p>The Bidder shall submit the relevant ERC Order, Resolution, or Decision showing the contracted capacities and corresponding contract terms for the Nominated Power Plant/s for each of its current regulated off-takers. The Bidder shall submit, for each of</p>	<p>Suggest to submit the ERC Order, Resolution, or Decision and/or redacted PSAs during the post-qualification process, considering the voluminous nature of these documents.</p> <p>Proposed revision: The applicable ERC Order/Resolution/Decision for regulated off-takers, and redacted PSAs for non-regulated off-takers shall be submitted by the Winning Bidders during the post-qualification process.</p>		<p>Proposal accepted.</p> <p>The pertinent portion of Item 3 of the Technical Proposal Requirements now reads:</p> <p>Certified True Copies of the applicable ERC Order/Resolution/Decision for regulated off-takers shall be submitted by the Winning Bidders during the post-qualification process.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		<p>its current non-regulated off-takers, the relevant PSA for the Nominated Power Plant/s. Any confidential information may be redacted, except for the identities of the contracting parties, the contracted capacities, and the corresponding contract terms, which shall remain unredacted.</p>			
91	TVI	<p>3. Requirement The Bidder's Nominated Physical Power Plant/s must have sufficient uncontracted capacity available to supply the Member ECs to meet the Bidder's Offered Contract Capacity for 2027 to 2041.</p> <p>The Bidder shall submit the relevant ERC Order, Resolution, or Decision showing the contracted capacities and corresponding contract terms for the Nominated Power Plant/s for each of its current regulated off-takers.</p> <p>The Bidder shall submit, for each of its current non-regulated off-takers, the relevant PSA for the Nominated Power Plant/s. Any confidential</p>	<p>Non-regulated PSAs are confidential and not available to the public.</p> <p>Disclosing the names of non-regulated off-takers are subject to the confidentiality provisions of the PSAs and will need approval of the non-regulated off-takers.</p> <p>Proposed revision:</p> <p>Bidders do not need to disclose the names of the non-regulated off-takers of its Nominated Power Plant/s and do not need to submit the power supply contract for non-regulated off-takers. However, Bidders shall execute Schedule 14</p>		<p>Proposal accepted.</p> <p>The pertinent portion of Item 3 of the Technical Proposal Requirements now reads:</p> <p>Bidders do not need to disclose the names of the non-regulated off-takers of its Nominated Power Plant/s and do not need to submit the power supply contract for non-regulated off-takers. However, Bidders shall execute SCHEDULE 15c and provide the total committed capacities under firm bilateral power supply contracts of its Nominated Power Plant/s with non-regulated off-takers covering the years 2027 to 2042 as a single line</p>

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		information may be redacted, except for the identities of the contracting parties, the contracted capacities, and the corresponding contract terms, which shall remain unredacted.	and provide the total committed capacities under firm bilateral contracts of its Nominated Power Plant/s with non-regulated off-takers covering the years 2027 to 2042 as a single line item.		item.  SCHEDULE 15c must be signed by the President, Vice-President for Operations, Vice-President for Marketing, or any other executive officer of the Bidder with actual knowledge of the firm capacities contracted by the Nominated Power Plant/s.
92	EDC	<p><b>"SECTION II-09: ELIGIBILITY REQUIREMENTS, Envelope 1, Folder 1-2 Technical Eligibility Documents</b></p> <p>...</p> <p>3.If the Bidder intends to rely on Renewable Energy power plants to satisfy the prescribed Minimum Installed Capacity Requirements, it shall submit the corresponding Renewable Energy Service Contract/s issued by the DOE for such power plants."</p>	<p>"Per the NEA SBAC, during the Pre-Bid Conference, the submission of the DOE Certificate of Registration (COR) sufficient for this requirement (and any other items requiring the Renewable Energy Service Contract/s (RESC) issued by the DOE), as long as the RESC is presented during Post-Qualification.</p> <p>We would like to also propose that all confidential information in RESC to be presented during the Post-Qualification be redacted and only relevant provisions to establish that the Bidder has a valid RESC with DOE be retained.</p>	This is to clarify the requirements	Proposal not accepted.

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93	TSI	<p><b>Envelope 1, Folder 1-2 Technical Eligibility Documents</b></p> <p>3. If the Bidder intends to rely on Renewable Energy power plants to satisfy the prescribed Minimum Installed Capacity Requirements, it shall submit the corresponding Renewable Energy Service Contract/s issued by the DOE for such power plants.</p> <p>Also, the Bidder must demonstrate compliance with the ownership requirements under the 1987 Philippine Constitution, Republic Act No. 9513, DOE Department Circular No. 2022-11-0034, DOJ Opinion No. 21, Series of 2022, and ERC Resolution No. 16, Series of 2023. For this purpose, the Bidder shall submit a legal opinion prepared by an independent, third-party lawyer or law firm (i.e., not the Bidder's in-house counsel or retained counsel) confirming compliance with the aforementioned ownership requirements. Such legal opinion</p>	<p>May we respectfully confirm that the requirement to submit both the Renewable Energy Service Contract and the accompanying third-party legal opinion on ownership compliance is strictly applicable only to Renewable Energy (RE) power plants? For Bidders participating with conventional power plants, may we confirm if they can simply indicate this entire requirement as "Not Applicable" or "N/A" in their submission checklists?</p>	<p>The cited laws and policies exclusively govern ownership and foreign equity for Renewable Energy (RE) projects. Since conventional power plants operate under a completely separate regulatory framework, submitting this legal opinion is unnecessary for them. Permitting conventional Bidders to simply mark this item as "N/A" will streamline the evaluation process and prevent administrative confusion.</p>	<p>Confirmed.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		shall suffice for bid submission purposes, subject to the NEA-SBAC's further verification and evaluation during post-qualification.			
94	EDC	<p><b>SECTION II-09: ELIGIBILITY REQUIREMENTS, Envelope 1, Folder 1-2 Technical Eligibility Documents</b></p> <p>...</p> <p>3.If the Bidder intends to rely on Renewable Energy power plants to satisfy the prescribed Minimum Installed Capacity Requirements, it shall submit the corresponding Renewable Energy Service Contract/s issued by the DOE for such power plants.</p>	The Renewable Energy Service Contract contains provisions obliging both the RE Developer and DOE to keep the contents/ info in the RESC. We submit that BAC consider the DOE Certificate of Registration sufficient to establish that Bidder has a valid RE Service Contract.	This is to clarify the requirements	<p>Accepted.</p> <p>The Bidder shall submit the DOE Certificate of Registration provided that the RESC shall be submitted during the post-qualification process.</p>
95	GMEC	<p><b>Envelope 1, Folder 1-2 Technical Eligibility Documents</b></p> <p>3. If the Bidder intends to rely on Renewable Energy power plants to satisfy the prescribed Minimum Installed Capacity Requirements, it shall submit the corresponding Renewable Energy Service</p>	Regarding the Technical Eligibility requirements in Folder 1-2, we noted the requirement for an RE Service Contract and a third-party legal opinion citing laws like the RE Act and DOJ Opinion No. 21. May we respectfully confirm that this entire section is exclusively for Renewable Energy Bidders? For	Because the specified regulations—such as RA 9513 and DOJ Opinion No. 21—strictly pertain to the equity and ownership frameworks of Renewable Energy projects, they are legally inapplicable to conventional power plants. To ensure clarity during the bid evaluation, conventional Bidders	Confirmed.

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<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
		<p>Contract/s issued by the DOE for such power plants.</p> <p>Also, the Bidder must demonstrate compliance with the ownership requirements under the 1987 Philippine Constitution, Republic Act No. 9513, DOE Department Circular No. 2022-11-0034, DOJ Opinion No. 21, Series of 2022, and ERC Resolution No. 16, Series of 2023. For this purpose, the Bidder shall submit a legal opinion prepared by an independent, third-party lawyer or law firm (i.e., not the Bidder's in-house counsel or retained counsel) confirming compliance with the aforementioned ownership requirements. Such legal opinion shall suffice for bid submission purposes, subject to the NEA-SBAC's further verification and evaluation during post-qualification.</p>	<p>those of us offering conventional baseload plants, can we simply mark this requirement as 'Not Applicable' since the cited ownership laws do not apply to conventional technologies?</p>	<p>request confirmation that they may bypass this RE-specific requirement by tagging it as "Not Applicable."</p>	

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
96	EDC	<p><b>SECTION II-09: ELIGIBILITY REQUIREMENTS, Envelope 1, Folder 1-2 Technical Eligibility Documents</b></p> <p>...</p> <p>3... Also, the Bidder must demonstrate compliance with the ownership requirements under the 1987 Philippine Constitution, Republic Act No. 9513, DOE Department Circular No. 2022-11-0034, DOJ Opinion No. 21, Series of 2022, and ERC Resolution No. 16, Series of 2023. For this purpose, the Bidder shall submit a legal opinion prepared by an independent, third-party lawyer or law firm (i.e., not the Bidder's in-house counsel or retained counsel) confirming compliance with the aforementioned ownership requirements. Such legal opinion shall suffice for bid submission purposes, subject to the NEA-SBAC's further verification and evaluation during post-qualification.</p>	We clarify whether Bidder and/or its third-party lawyer are free to use any format for the legal opinion.	This is to clarify the requirements	Confirmed.

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<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
97	EDC	<b>SECTION II-09: ELIGIBILITY REQUIREMENTS, Envelope 1, Folder 1-2 Technical Eligibility Documents</b> ... 5. If the Bidder is a joint venture/Consortium, the following requirements and qualifications shall apply:	We clarify whether the requirements under Item 5 still apply to a Bidder that is not a Joint Venture or Consortium; and if not, whether we may simply list these items in Schedule 22 [Certificate of Non-Applicability].	This is to clarify the requirements	Confirmed.
98	TLI	<b>SECTION II-09: ELIGIBILITY REQUIREMENTS</b>	In the absence of Dependable Capacity in the recently issued PAO, may we use the Rated Capacity since the Dependable Capacity and Rated Capacity is the same in the previously issued PAO?		The PAO to be submitted should be accompanied by Annex B of the same, which provides the Dependable Capacity of the power plant, among other data.  If the PAO issued by the ERC does not have Annex B (Technical Specification), Bidder must submit Application Form (COC Form No. 1) and General Plant Description (COC Form No. 4) as provided in ERC Resolution No. 17, series of 2023.

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
99	EDC	<p><b>SECTION II-09: ELIGIBILITY REQUIREMENTS, Envelope 1, Folder 1-2 Technical Eligibility Documents</b></p> <p>...</p> <p>4. If a Bidder does not meet the required experience, the Minimum Installed Capacity Requirements, or both, under the Technical Eligibility Requirements, it shall submit a Technical Capability Plan (“TCP”) containing at least the following:</p>	<p>May we confirm that if the Bidder meets both required experience and the Minimum Installed Capacity Requirements under the Technical Eligibility Requirements, Bidder need not submit items listed in item 4.</p> <p>And Bidder may just include this item in a document listing non-applicable requirements.</p>	This is to clarify the requirements	Confirmed
100	MPI	<p><b>Section II-09 ELIGIBILITY REQUIREMENTS Envelope 1, Folder 1-2 Technical Eligibility Documents</b></p>	<p>Please confirm that if Bidders meet the required experience and the Minimum Installed Capacity Requirements (e.g. 60.25MW for Lot 2), the submission of Items (a) to (d) is no longer needed.</p> <p>Bidder may submit the certificate of non-applicability.</p>		Confirmed

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<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
		<p>4. If a Bidder does not meet the required experience, the Minimum Installed Capacity Requirements, or both, under the Technical Eligibility Requirements, it shall submit a Technical Capability Plan ("TCP") containing at least the following:</p> <p>a. Curriculum vitae of key personnel of the Bidder showing they have sufficient experience in the electric power industry, particularly in the generation sector, together with a table of organization, showing the job descriptions, technical qualifications, and relevant experience of its departments, divisions, personnel, and consultants, as applicable. The Bidder shall likewise demonstrate that its proposed organization includes, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>• The Plant Manager must have at least five (5) years of experience in handling a plant of similar technology and must hold a valid license issued by the Professional Regulation Commission or a certification from an equivalent professional body.;</li> <li>• Must have Professional Electrical Engineer Consultant;</li> <li>• Must have Professional Mechanical Engineer Consultant;</li> <li>• The Legal Consultant to be engaged by the Bidder shall possess a minimum of five (5) years of professional experience in the preparation, filing, and regulatory processing of PSA applications with the ERC, including familiarity with ERC rules, documentary requirements, and procedural timelines; and</li> <li>• The Finance Officer must have at least three (3) years of relevant experience.</li> </ul> <p>b. The COC or PAO of all existing generating power plants, together with the complete terms and conditions and technical specifications issued by the ERC;</p> <p>c. The GCMR of all existing generating power plants; and</p> <p>d. Other relevant information showing proof of the technical capabilities of the Bidder that would be verifiable proof of technical proficiency helpful to the NEA-SBAC.</p>			
101	MPGC	<p><b>SECTION II-09</b></p> <p><b>Technical Eligibility Documents</b></p> <p>Item 4. a</p> <p>4. If a Bidder does not meet the required experience, the Minimum Installed Capacity Requirements, or both, under the Technical Eligibility Requirements, it shall submit a Technical Capability Plan</p>	Please confirm that if the Bidder does not meet the required 5-yr experience but will submit the required documents under Items A to F of Schedule 11, the Bidder is no longer required to submit the documents listed under Item 4 of technical eligibility requirement.	For clarification and better understanding of all the bidders.	Under these circumstances, the Bidder must still submit the Technical Capability Plan.

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<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
		<p>(“TCP”) containing at least the following:</p> <p>a. Curriculum vitae of key personnel of the Bidder showing they have sufficient experience in the electric power industry, particularly in the generation sector, together with a table of organization, showing the job descriptions, technical qualifications, and relevant experience of its departments, divisions, personnel, and consultants, as applicable. The Bidder shall likewise demonstrate that its proposed organization includes, at a minimum, the following:</p> <p>xxx</p> <p>b. xxx</p> <p>c. xxx</p> <p>d. xxx</p>			

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
102	TVI	<p><b>Envelope 1, Folder 1-2 Technical Eligibility Documents</b></p> <p>4. If a Bidder does not meet the required experience, the Minimum Installed Capacity Requirements, or both, under the Technical Eligibility Requirements, it shall submit a Technical Capability Plan (“TCP”) containing at least the following:</p>	<p>May we respectfully confirm if Bidders who already meet both the required 5-year track record and the Minimum Installed Capacity Requirements are completely exempt from submitting a Technical Capability Plan (TCP), and may simply indicate "Not Applicable" or "N/A" for this specific item?</p>	<p>For established Bidders who fully satisfy the experience and capacity criteria (as evidenced by their GCMRs and Schedule 11), submitting a TCP is redundant. Explicitly allowing them to mark this requirement as "N/A" will ensure a smoother completeness check during the bid opening and prevent any confusion over "missing" documents.</p>	Confirmed.
103	TVI	<p><b>SECTION II-09: ELIGIBILITY REQUIREMENTS</b> Envelope 1, Folder 1-2 Technical Eligibility Documents Item 4</p> <p>If a Bidder does not meet the required experience, the Minimum Installed Capacity Requirements, or both, under the Technical Eligibility Requirements, it shall submit a Technical Capability Plan (“TCP”) containing at least the following:</p>	<p>During the Pre-Bid Conference, it was discussed that the Technical Capability Plan (TCP) is not required if the Bidder already complies with the 5-year experience and minimum capacity requirements.</p> <p>May we formally confirm that if a Bidder fully complies with Items 1 and 2 of the Technical Eligibility Documents, it is entirely exempt from submitting Item 4 (TCP)?</p> <p>Furthermore, to ensure a complete checklist, may we confirm if it is acceptable for the Bidder to simply</p>	<p>The current wording strictly requires a TCP only "if a Bidder does not meet the required experience, the Minimum Installed Capacity Requirements, or both." We seek this written confirmation to ensure that our bid is not inadvertently marked as "failed" or "incomplete" during the opening of Envelope 1 for lacking a TCP, and to confirm that declaring its non-applicability in Schedule 22 is the correct administrative procedure.</p>	Confirmed.

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			state this exemption/non-applicability in Schedule 22, rather than submitting a blank TCP form?		
104	EDC	<p><b>SECTION II-09: ELIGIBILITY REQUIREMENTS, Envelope 1, Folder 1-3 Financial Eligibility Documents</b></p> <p>...</p> <p>2. The Bidder shall submit the calculation of its Debt Service Coverage Ratio using its 2025 Audited Financial Statements.</p>	<p>Is the below formula correct?</p> <p>Net Operating Income / Total Debt Service</p>	<p>Question is to clarify correct formula</p>	<p>Please see the revised SCHEDULE 10 of the Bidding Procedures, which all Bidders must submit as part of the Financial Eligibility Documents.</p>
105	GMEC	<p>SECTION II-09: ELIGIBILITY REQUIREMENTS Envelope 1, Folder 1-3 Financial Eligibility Documents Item 2</p> <p>The Bidder shall submit the calculation of its Debt Service Coverage Ratio using its 2025 Audited Financial Statements.</p>	<p>For the purposes of uniformity and fairness, may we respectfully request the SBAC to issue the official formula to be used by all Bidders in computing the Debt Service Coverage Ratio (DSCR)?</p> <p>Likewise, if possible, may we request the SBAC to provide a standard form, proforma, or Schedule specifically for this DSCR calculation requirement?</p>	<p>If Bidders are left to use their own internal formulas, the Technical Working Group (TWG) will be evaluating mismatched data. Issuing an official, uniform formula and a prescribed Schedule ensures an "apples-to-apples" comparison, streamlining the SBAC's evaluation process and guaranteeing absolute fairness among all Bidders.</p>	<p>Please refer to the response to Q105 above.</p>

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106	GMEC	<p>SECTION II-09: ELIGIBILITY REQUIREMENTS</p> <p>Financial Eligibility Documents Envelope 1, Folder 1-3 Financial Eligibility Documents item 3</p> <p>The Bidder, including its Affiliates, must have an Unrestricted Net Worth equivalent to Seven Million Pesos (PhP7,000,000.00) multiplied by the Bidder's maximum Offered Contract Capacity, in MW, based on the Bidder's 2025 Audited Financial Statements or 2025 Consolidated Financial Statements with its Affiliates.</p> <p>"Unrestricted Net Worth" means the sum of subscribed and paid-up equity, including additional paid-in capital, and unrestricted retained earnings, preferred shares, perpetual shares less treasury shares of common, preferred, and perpetual shares. For this purpose, the Bidder shall accomplish and submit</p>	<p>May we respectfully clarify the procedure for evaluating the Unrestricted Net Worth of a Bidder (or its Affiliate/Parent Company) whose 2025 Audited Financial Statements (AFS) are officially presented in US Dollars (USD)?</p> <p>Specifically, to comply with the PhP-denominated requirement, may the Bidder use the exchange rate already set in the Bidding Procedures (1 USD = 57.5051 PHP) to convert its USD Unrestricted Net Worth figures into Philippine Pesos for the purposes of accomplishing Schedule 12 and/or Schedule 12.1?</p>	<p>The rule states that the Unrestricted Net Worth must be at least 7 Million Pesos per MW of offered capacity. However, some Generation Companies and/or their Affiliates legally maintain and file their Audited Financial Statements in US Dollars.</p>	<p>Partially accepted. For Bidders whose 2025 Audited Financial Statements are denominated in US Dollars, USD-denominated amounts shall be converted to Philippine Pesos using the BSP-published average USD/PHP exchange rate for December 2025, equivalent to <b>USD 1.00 = PHP 58.8488</b>.</p>

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		<p>SCHEDULE 12 hereof.</p> <p>If necessary, the Bidder may submit a sworn statement (use SCHEDULE 12.1) executed by the President or authorized representative of its Affiliate or Parent Company categorically stating under oath that the Unrestricted Net Worth of the Bidder's Affiliate or Parent Company complies with the foregoing requirements.</p> <p>Xxx</p>			
107	GMEC	<p>SECTION II-09: ELIGIBILITY REQUIREMENTS</p> <p>Envelope 1, Folder 1-3</p> <p>Financial Eligibility Documents</p> <p>Item 4</p> <p>Details of equity and financing plan indicating the capital structure and supporting documents</p>	<p>May we respectfully clarify if this requirement is exclusively for new (greenfield) power plants?</p> <p>Established, existing power plants that have already been operating for more than 5 years and therefore do not require new project financing or construction funding, be strictly exempt from submitting an equity and financing plan.</p> <p>May we confirm if such Bidders</p>	<p>The primary purpose of an equity and financing plan is to prove that a Bidder has the financial capability to construct, fund, and commission a newly proposed power plant.</p>	Confirmed.

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			can simply declare this requirement as "Not Applicable" in Schedule 22?		
108	GNPK	<b>Section II-09 Financial Eligibility Documents</b>  4. Details of equity and financing plan indicating the capital structure and supporting documents.	Please confirm if we can submit Capital Structure and Source of Funds to comply with this requirement.		Confirmed. However, please also refer to the response to Q107.
109	TSI	<b>SECTION II-09: ELIGIBILITY REQUIREMENTS</b> Envelope 1, Folder 1-3 Financial Eligibility Documents Item 4  Details of equity and financing plan indicating the capital structure and supporting documents.	May we respectfully clarify if, for the purpose of satisfying this requirement, the Bidder may submit a duly notarized Treasurer's Affidavit attesting to the current subscribed and paid-up shares of the Bidder?		Confirmed. However, please also refer to the response to Q107.
110	FDCMPC	<b>Bidding Procedures Part 2. Sec II-10. Item 2. Bullet 2</b>  <b>Technical Proposal</b>	Plant Availability Factor & ERC Resolution 10 of 2020.	The ERC recognized the need to update Resolution No. 10 pending the promulgation of the amendment. Under the amendment, only unplanned outages are considered in evaluating a plant's reliability, thereby necessitating a revision of the required Plant	Proposal not accepted.

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				<p>Availability Factor.</p> <p>Likewise, the Bidder will be delivering Replacement Power to the ECs. Thus, this requirement may no longer be necessary.</p>	
111	FDCMPC	<p><b>Bidding Procedures Part 2. Sec II-10. Item 2. Bullet 2. Para. 4</b></p> <p><b>Technical Proposal</b></p>	<p>The Bidder shall execute and submit SCHEDULE 15c stating the firm committed capacities, in MW, of its Nominated Power Plant/s under <b>firm bilateral</b> contracts with regulated off-takers (i.e., private DUs or ECs) and non-regulated off-takers, if any, for the years 2027 to 2041 as well as the Bidder's proposed Outage Allowance (Planned and Unplanned), which shall be binding on the Bidder during the PSA implementation, for the Nominated Power Plant/s.</p>	<p>Please confirm that <i>non-firm</i> Bilateral Contracts, which will be pre-terminated with the commencement of power delivery to the ECs resulting from this CSP, are excluded.</p>	<p>Non-firm power supply contracts shall not be included in Schedule 15c.</p>
112	FDCMPC	<p><b>SECTION II-10: TECHNICAL PROPOSAL AND TECHNICAL PROPOSAL EVALUATION</b></p> <p><b>Bidding Procedures Part 2. Sec II-10. Item 2. Bullet 3</b></p>	<p>Some ERC Orders, Resolution, and Decision may not reflect the actual contract terms. What are the alternatives to this requirement?</p> <p>Can Bidders submit a redacted portion of the above document</p>		<p>1. For regulated off-takers with ERC-approved PSAs, the Bidder shall submit the relevant ERC Order, Resolution, or Decision showing the contracted capacity and corresponding contract term. No alternative document shall be</p>

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		<p>The Bidder shall submit the relevant ERC Order, Resolution, or Decision showing the contracted capacities and corresponding contract terms for the Nominated Power Plant/s for each of its current regulated off-takers.</p>	<p>showing the portion relevant to this requirement?</p> <p>What about contracts that are still undergoing pre-filing before the ERC, these do not have ERC Orders yet.</p>		<p>accepted for this purpose.</p> <p>2. For PSAs that have been signed but are not yet filed with the ERC, or that have been filed or pre-filed but have not yet been granted ERC Provisional Authority, Interim Relief, or Final Authority as of the Bid Submission Date, the corresponding capacities shall still be included in Schedule 15c and declared in Technical Bid Form 2.</p> <p>The actual PSA need not be submitted as part of the bidding documents. The Bidder shall instead submit the actual PSA during the post-qualification process. The Bidder may redact confidential or commercially sensitive information from the PSA; provided, that the names of the parties, the contract term, and the contracted capacity shall remain unredacted.</p>
113	EDC	<b>SECTION II-10: TECHNICAL PROPOSAL AND TECHNICAL PROPOSAL EVALUATION</b>	1) We suggest taking out outages due to FM	We propose revisions in this requirement	1. For purposes of evaluating compliance with the PAF requirement, the NEA-SBAC shall

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		<p>...</p> <p>2. Requirements</p> <ul style="list-style-type: none"> <li>The Bidder's Nominated Power Plant (if already in operation for at least one (1) year) shall have an annual Plant Availability Factor ("PAF"), as per ERC Resolution No. 10, Series of 2020 Allowable Planned and Unplanned Outage Days, greater than or equal to the following, based on the technology of the Nominated Power Plant:</li> <li>The Bidder's Nominated Power Plant must have the required PAF in at least one (1) year within 2023 to 2025.</li> </ul>	<p>2) We suggest to revise the requirement as follows:</p> <ul style="list-style-type: none"> <li>At least one of the Bidder's Nominated Power Plant/s must have the required PAF in at least one (1) year within 2021 to 2025.</li> </ul> <p>Note: Some power plant maintenance activities of the plant/s are conducted every 5 year. We suggest covering at least 5 years of plant performance to consider this.</p>		<p>rely on the GCMR of the Nominated Power Plant submitted by the genco to the ERC.</p> <p>2. Please refer to the response to Q89 above.</p>
114	SPI and MPI	<p><b>Section II-10 Technical Proposal and Technical Proposal Evaluation</b></p> <p>3. Requirement</p> <p><small>3. Requirements</small></p> <ul style="list-style-type: none"> <li>The Bidder's Nominated Physical Power Plant/s must be capable of generating its capacity for twenty-four hours a day and seven days a week (24/7).</li> <li>The Bidder's Nominated Physical Power Plant/s must have sufficient uncontracted capacity available to supply the Member EC's to meet the Bidder's Offered Contract Capacity for 2027 to 2041.</li> </ul> <p><u>Submission:</u></p>	<p>We suggest that, instead of submitting copies of the regulated and non-regulated off-taker contracts and other related documents, bidders may submit a notarized Certification under oath attesting to their available capacity.</p>		<p>Please refer to the response to Q90 and Q91 above.</p>

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		<p>The Bidder shall execute and submit SCHEDULE 15c stating the firm committed capacities, in MW, of its Nominated Power Plant/s under firm bilateral contracts with regulated off-takers (i.e., private DUs or ECs) and non-regulated off-takers, if any, for the years 2027 to 2041 as well as the Bidder's proposed Outage Allowance (Planned and Unplanned), which shall be binding on the Bidder during the PSA implementation, for the Nominated Power Plant/s.</p> <ul style="list-style-type: none"> <li>• The Bidder shall submit the relevant ERC Order, Resolution, or Decision showing the contracted capacities and corresponding contract terms for the Nominated Power Plant/s for each of its current regulated off-takers.</li> <li>• The Bidder shall submit, for each of its current non-regulated off-takers, the relevant PSA for the Nominated Power Plant/s. Any confidential information may be redacted, except for the identities of the contracting parties, the contracted capacities, and the corresponding contract terms, which shall remain unredacted.</li> </ul>			
115	PEDC	<p><b>Section II-10, Section 3: Technical Proposal and Technical Proposal Evaluation</b></p> <p>"xxx The Bidder shall execute and submit SCHEDULE 15c stating the firm committed capacities, in MW, of its Nominated Power Plant/s under firm bilateral contracts with regulated off-takers (i.e., private DUs or ECs) and non-regulated off-takers, if any, for the years 2027 to 2041 as well as the Bidder's proposed Outage Allowance (Planned and Unplanned), which shall be binding on the Bidder during the PSA implementation, for</p>	<p><b>Section II-10, Section 3: Technical Proposal and Technical Proposal Evaluation</b></p> <p>"xxx The Bidder shall execute and submit SCHEDULE 15c stating the firm committed capacities, in MW, of its Nominated Power Plant/s under firm bilateral contracts with regulated off-takers (i.e., private DUs or ECs) and non-regulated off-takers, if any, for the years 2027 to 2041 as well as the Bidder's proposed Outage Allowance (Planned and Unplanned), which shall be binding on the Bidder during the PSA implementation, for the Nominated Power Plant/s.</p>	<p>PSAs with non-regulated off-takers contain provision for confidentiality. For SBAC's consideration to include the identities of the contracting parties in the redacted information.</p>	<p>Please refer to the response to Q90 and Q91 above.</p>

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		<p>the Nominated Power Plant/s.</p> <ul style="list-style-type: none"> <li>The Bidder shall submit the relevant ERC Order, Resolution, or Decision showing the contracted capacities and corresponding contract terms for the Nominated Power Plant/s for each of its current regulated off-takers.</li> <li>The Bidder shall submit, for each of its current non-regulated off-takers, the relevant PSA for the Nominated Power Plant/s. Any confidential information may be redacted, except for the identities of the contracting parties, the contracted capacities, and the corresponding contract terms, which shall remain unredacted. xxx"</li> </ul>	<ul style="list-style-type: none"> <li>The Bidder shall submit the relevant ERC Order, Resolution, or Decision showing the contracted capacities and corresponding contract terms for the Nominated Power Plant/s for each of its current regulated off-takers.</li> <li>The Bidder shall submit, for each of its current non-regulated off-takers, the relevant PSA for the Nominated Power Plant/s. Any confidential information may be redacted, except for the identities of the contracting parties, the contracted capacities, and the corresponding contract terms, which shall remain unredacted. xxx</li> </ul>		
116	CEDC	<p><b>Section II-10, Section 3: Technical Proposal and Technical Proposal Evaluation</b></p> <p>"xxx The Bidder shall execute and submit SCHEDULE 15c stating the firm committed capacities, in MW,</p>	<p><b>Proposal and Technical Proposal Evaluation</b></p> <p>"xxx The Bidder shall execute and submit SCHEDULE 15c stating the firm committed capacities, in MW,</p>	<p>PSAs with non-regulated off-takers contain provision for confidentiality. Submission, even redacted, may cause potential breach of contract. For SBAC's consideration to omit the requirement on non-regulated</p>	<p>Please refer to the response to Q90 and Q91 above.</p>

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		<p>of its Nominated Power Plant/s under firm bilateral contracts with regulated off-takers (i.e., private DUs or ECs) and non-regulated off-takers, if any, for the years 2027 to 2041 as well as the Bidder's proposed Outage Allowance (Planned and Unplanned), which shall be binding on the Bidder during the PSA implementation, for the Nominated Power Plant/s.</p> <ul style="list-style-type: none"> <li>● The Bidder shall submit the relevant ERC Order, Resolution, or Decision showing the contracted capacities and corresponding contract terms for the Nominated Power Plant/s for each of its current regulated off-takers.</li> <li>● The Bidder shall submit, for each of its current non-regulated off-takers, the relevant PSA for the Nominated Power Plant/s. Any confidential information may be redacted, except for the identities of the contracting parties, the contracted capacities, and the corresponding contract terms,</li> </ul>	<p>of its Nominated Power Plant/s under firm bilateral contracts with regulated off-takers (i.e., private DUs or ECs) and non-regulated off-takers, if any, for the years 2027 to 2041 as well as the Bidder's proposed Outage Allowance (Planned and Unplanned), which shall be binding on the Bidder during the PSA implementation, for the Nominated Power Plant/s.</p> <ul style="list-style-type: none"> <li>● The Bidder shall submit the relevant ERC Order, Resolution, or Decision showing the contracted capacities and corresponding contract terms for the Nominated Power Plant/s for each of its current regulated off-takers.</li> <li>● <del>The Bidder shall submit, for each of its current non-regulated off-takers, the relevant PSA for the Nominated Power Plant/s. Any confidential information may be redacted, except for the identities of the contracting parties, the contracted capacities, and the corresponding contract terms,</del></li> </ul>	<p>PSAs.</p>	

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		which shall remain unredacted. xxx"	<del>which shall remain unredacted. xxx"</del>		
117	GNPD	<p>Section II-10: Technical Proposal and Technical Proposal Evaluation, Item 3 (Sufficient uncontracted capacity for 2027 to 2041)</p> <p>IN RELATION TO:</p> <p>Section II-09: Envelope 1, Folder 1-2, Item 1 (Minimum Installed Capacity Requirements)</p>	<p>May we respectfully clarify how the SBAC will evaluate the Bidder's "sufficient uncontracted capacity" given the variable nature of the yearly contract demand?</p> <p>Specifically, is the Bidder required to have the absolute peak uncontracted capacity (i.e., 445 MW for Lot 1 and 120.5 MW for Lot 2) available annually and uniformly from Year 1 (2027) up to Year 15 (2041), even though this peak demand will only be reached by Year 15?</p> <p>Or will the uncontracted capacity be evaluated strictly on an annualized, variable basis (i.e., the Bidder only needs to prove uncontracted capacity equivalent to the specific, scheduled demand for that exact year)?</p>	<p>We seek this clarification to properly align our capacity planning with the SBAC's evaluation parameters.</p> <p>Since the ECs' demand profile is variable and only peaks in 2041, requiring Bidders to reserve the absolute peak capacity (e.g., 445 MW for Lot 1) starting from Year 1 would force Generation Companies to withhold massive amounts of capacity from the market.</p>	<p>The Bidder's Nominated Power Plant/s must have the capacity equivalent of its Offered Contract Capacity per annum.</p> <p>As provided in the Technical Proposal Evaluation (See SECTION II-10, Item 3), the Total Available Capacity for Contracting shall be the basis to determine if Bidder's Nominated Power Plant has capacities available for contracting for the Member ECs from 2027 to 2041.</p> <p>The Bidder must receive a "PASS" rating for ALL years in Technical Bid Form 2. If the Bidder receives a "FAIL" rating for any year from 2027 to 2041 in the Technical Bid Form 2, its bid proposal shall be rejected.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
118	GNPD	<p>SECTION II-10: TECHNICAL PROPOSAL AND TECHNICAL PROPOSAL EVALUATION Item 3</p> <p>xxx</p> <ul style="list-style-type: none"> <li>● The Bidder shall submit the relevant ERC Order, Resolution, or Decision showing the contracted capacities and corresponding contract terms for the Nominated Power Plant/s for each of its current regulated off-takers.</li> <li>● The Bidder shall submit, for each of its current non-regulated off-takers, the relevant PSA for the Nominated Power Plant/s. Any confidential information may be redacted, except for the identities of the contracting parties, the contracted capacities, and the corresponding contract terms, which shall remain unredacted</li> </ul>	<p>May we respectfully propose that the submission of the voluminous ERC Orders, Resolutions, Decisions, and redacted PSAs be deferred to the Post-Qualification stage?</p> <p>In lieu of this during the initial Bid Submission, may we ask if the SBAC will accept the duly accomplished Schedule 15C, which already summarizes the necessary details of the off-takers, capacities, and contract terms?</p>	<p>Allowing Bidders to simply submit Schedule 15C initially provides the TWG with the exact summary data needed to calculate the Bidder's uncontracted capacity.</p>	<p>Please refer to the response to Q90 and Q91 above.</p>

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<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
119	GNPD	<p>SECTION II-10: TECHNICAL PROPOSAL AND TECHNICAL PROPOSAL EVALUATION Item 3</p> <p>xxx</p> <ul style="list-style-type: none"> <li>● The Bidder shall submit the relevant ERC Order, Resolution, or Decision showing the contracted capacities and corresponding contract terms for the Nominated Power Plant/s for each of its current regulated off-takers.</li> <li>● The Bidder shall submit, for each of its current non-regulated off-takers, the relevant PSA for the Nominated Power Plant/s. Any confidential information may be redacted, except for the identities of the contracting parties, the contracted capacities, and the corresponding contract terms, which shall remain unredacted.</li> </ul>	Suggest to aggregate the non-regulated off-takers in to one (1) item.	We suggest allowing the Bidders to redact the details on the non-regulated off-takers since these PSAs are bound by confidentiality agreement between parties. The non-regulated off-takers are unlikely to allow disclosing any details of the PSA.	Please refer to the response to Q90 and Q91 above.

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
120	EDC	<p>"SECTION II-10: TECHNICAL PROPOSAL AND TECHNICAL PROPOSAL EVALUATION</p> <p>...</p> <p>3. Requirements</p> <p>* The Bidder shall submit the relevant ERC Order, Resolution, or Decision showing the contracted capacities and corresponding contract terms for the Nominated Power Plant/s for each of its current regulated off-takers.</p> <p>* The Bidder shall submit, for each of its current non-regulated off-takers, the relevant PSA for the Nominated Power Plant/s. Any confidential information may be redacted, except for the identities of the contracting parties, the contracted capacities, and the corresponding contract terms, which shall remain unredacted."</p>	<p>"Per the NEA SBAC, this will be for further discussion and evaluation of the body, with a possible consideration to just have these documents removed from the list of requirement for the Bid Submission and instead be presented during the Post-Qualification stage.</p> <p>We would also like to propose further that given the high volume of files and pages and the confidentiality of the documents, particularly the PSAs (or supply contracts) for non-regulated off takers:</p> <p>(1) Bidders may just show sample contracts of non-regulated off takers (i.e. a sample of five sample contracts, instead of all contracts) for NEA SBAC's checking and</p> <p>(2) Bidders may show redacted copies of these sample contracts of non-regulated off takers "</p>	This is to clarify the requirements	Please refer to the response to Q90 and Q91 above.

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
121	EDC	<p>"SECTION II-10: TECHNICAL PROPOSAL AND TECHNICAL PROPOSAL EVALUATION</p> <p>...</p> <p>3. Requirements</p> <p>...</p> <p>To determine the availability of capacities from the Bidder's Nominated Power Plant/s for contracting with the Member ECs, the Bidder shall accomplish Technical Bid Form 2 (use SCHEDULE 15a for Lot 1 and SCHEDULE 15b for Lot 2) following the instructions contained in the Instructions to fill out Technical Bid Form 2 (See ANNEX G).</p> <p>The Bidder shall execute and submit SCHEDULE 15c stating the firm committed capacities, in MW, of its Nominated Power Plant/s under firm bilateral contracts with regulated off-takers (i.e., private DUs or ECs) and non-regulated off-takers, if any, for the years 2027 to 2041 as well as the Bidder's proposed Outage Allowance</p>	<p>"In accomplishing SCHEDULE 15a, 15b and 15c, given the confidentiality of the names of the customers, we propose that the Bidders will be allowed to:</p> <p>1) Use the generic names, Regulated Customer 1, Regulated Customer 2... until Regulated Customer [N] under the column for the names Regulated Off-takers;</p> <p>2) Use the generic names, Non-regulated Customer 1, Non-regulated Customer 2... until Non-regulated Customer [N] under the column for the names Non-regulated Off-takers;</p> <p>Which we can then verify during post-qualification"</p>	<p>This is to clarify the requirements</p>	<p>Proposal not accepted. For regulated off-takers, Bidders shall disclose the actual names of the regulated off-takers in SCHEDULES 15a, 15b, 15c, as applicable.</p> <p>Generic labels such as "Regulated Customer 1," "Regulated Customer 2," and similar designations shall not be accepted.</p>

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<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
		(Planned and Unplanned), which shall be binding on the Bidder during the PSA implementation, for the Nominated Power Plant/s."			
122	EDC	<p>SECTION II-10: TECHNICAL PROPOSAL AND TECHNICAL PROPOSAL EVALUATION</p> <p>...</p> <p>3. Requirements</p> <p>* The Bidder shall submit the relevant ERC Order, Resolution, or Decision showing the contracted capacities and corresponding contract terms for the Nominated Power Plant/s for each of its current regulated off-takers.</p> <p>* The Bidder shall submit, for each of its current non-regulated off-takers, the relevant PSA for the Nominated Power Plant/s. Any confidential information may be redacted, except for the identities of the contracting parties, the contracted capacities, and the corresponding contract terms, which shall remain unredacted.</p>	<p>We suggest to limit to regulated off-takers only and remove the requirement of the PSA copy for the unregulated market.</p> <p>Please remove of the relevant PSA the requirement for retail or non-regulated off-takers, since these are private and confidential.</p>	<p>Bidders will already provide the information of firm committed capacities and Bidder will also Certify under oath that information provided are truthful and accurate.</p>	<p>Please refer to the response to Q90 and Q91 above.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
123	EDC	<p>SECTION II-10: TECHNICAL PROPOSAL AND TECHNICAL PROPOSAL EVALUATION</p> <p>...</p> <p>3. Requirements</p> <p>* The Bidder shall likewise encode the Plant Type, Total Installed Capacity, and Total Dependable Capacity of the Nominated Power Plant/s, consistent with the submitted COC or PAO, and shall disclose all existing firm bilateral contracts with regulated and non-regulated off-takers covering the Nominated Power Plant/s, including the contracted capacities, in MW, and the contract term.</p>	<p>Please see proposed suggestion:</p> <p>The Bidder shall likewise state the Plant Type, Total Installed Capacity, and Total Dependable Capacity of the Nominated Power Plant/s, consistent with the submitted COC or PAO, and shall disclose all existing firm <b>bilateral power supply contracts</b> with regulated off-takers covering the Nominated Power Plant(s), including the contracted capacity, in MW, and the contract term.</p>	<p>This is to focus information to relevant power supply contracts only</p>	<p>Proposal accepted.</p>
124	MPI, MPGC	<p><b>SECTION II-10: TECHNICAL PROPOSAL AND TECHNICAL PROPOSAL EVALUATION</b></p> <p>4. The Bidder shall completely fill out the following details which shall be binding on the Bidder during PSA implementation:</p>	<p>Please confirm that the “Planned Outage, days” and the “Unplanned Outage, days” to be indicated under the Minimum Functional Specifications are based on the Bidder’s offer.</p>	<p>For clarification and better understanding of all the bidders.</p>	<p>Confirmed.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response																										
		<p align="center">MINIMUM FUNCTIONAL SPECIFICATIONS</p> <p align="center">Technical Limits of the Facility</p> <table border="1" data-bbox="682 326 970 557"> <thead> <tr> <th>Particulars</th> <th>Name of Nominated Power Plant</th> </tr> </thead> <tbody> <tr><td>Location</td><td></td></tr> <tr><td>Type of Technology</td><td></td></tr> <tr><td>Mode of Operation (Baseload, Intermediate, Peaking, etc.)</td><td></td></tr> <tr><td>Commissioning Date</td><td></td></tr> <tr><td>Date of Completion</td><td></td></tr> <tr><td>Economic Life, years</td><td></td></tr> <tr><td>Installed Capacity, MW</td><td></td></tr> <tr><td>Dependable Capacity, MW</td><td></td></tr> <tr><td>Auxiliary Load, MW</td><td></td></tr> <tr><td>Planned Outage, days</td><td></td></tr> <tr><td>Unplanned Outage, days</td><td></td></tr> <tr><td>Voltage Limits</td><td></td></tr> </tbody> </table>	Particulars	Name of Nominated Power Plant	Location		Type of Technology		Mode of Operation (Baseload, Intermediate, Peaking, etc.)		Commissioning Date		Date of Completion		Economic Life, years		Installed Capacity, MW		Dependable Capacity, MW		Auxiliary Load, MW		Planned Outage, days		Unplanned Outage, days		Voltage Limits				
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Voltage Limits																															
125	FDCMPC	<p><b>Bidding Procedures Part 2. Sec II-10. Item 4</b></p> <p><b>Technical Proposal</b></p> <p>Minimum Functional Specifications (Table)</p>	Please clarify. What data should be inputted for Planned Outage Days and Unplanned Outage Days. Will that be based on ERC Resolution no.10 or the actual Planned Outage based on the GOMP and the Historical Unplanned Outage?		Bidders shall encode in the Minimum Functional Specifications (“MFS”) table their proposed planned and unplanned Outage Allowances, consistent with the Outage Allowances submitted as part of their Technical Proposal and Financial Proposal.																										
126	EDC	<p><b>SECTION II-10: TECHNICAL PROPOSAL AND TECHNICAL PROPOSAL EVALUATION, Item No. 7</b></p> <p>"7. The Bidder shall submit proof of registration of the Nominated Power Plant/s as a direct member of the Wholesale Electricity Spot Market."</p>	<p>"May we confirm that the IEMOP Certification of Registration be compliant as proof of registration to WESM?"</p> <p>"</p>	This is to clarify the requirements	Confirmed																										

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127	EDC	<p><b>SECTION II-10: TECHNICAL PROPOSAL AND TECHNICAL PROPOSAL EVALUATION, Item No. 8</b></p> <p>8. The Bidder shall submit a comprehensive Fuel Procurement Plan...</p>	<p>May we confirm that this does not apply to Bidders that do not procure fuel from any third party? For example, many renewable energy power plants.</p>	<p>This is to clarify the requirements</p>	<p>Confirmed</p>
128	FDCMPC	<p><b>Bidding Procedures Part 2. Sec II-10. Item 8</b></p> <p>The Bidder shall submit a comprehensive Fuel Procurement Plan that provides a clear narrative description of its strategies and arrangements to ensure the long-term availability, reliability, and security of fuel supply for the proposed generating facility. The Plan shall likewise include a mitigation strategy to manage risks arising from geopolitical events that may affect fuel supply and fuel price volatility. The Fuel Procurement Plan must demonstrate that the Bidder will maintain a minimum sixty <b>(60)-day fuel reserve or inventory</b></p>	<p>Upon checking, the DOE Department Circular No. 2019-12-0018 pertains to Ancillary Services. May we clarify which provision of DC2019-12-0018 applies to this requirement?</p> <p>Instead, we suggest DOE DC-2010-03-0003: “Coal power plants shall ensure the required 30-day coal running inventory which includes shipments in transit.”</p> <p>ERC Reso. 16 has also been amended by Reso. 07, S. 2026.</p>		<p>1. The reference to DOE Department Circular No. 2019-12-0018 shall be deleted.</p> <p>2. Proposal accepted. The Fuel Procurement Plan requirement shall be revised to require a minimum thirty (30)-day fuel reserve or inventory. In addition, the Fuel Procurement Plan shall include: (i) a replenishment protocol to maintain the required thirty (30)-day reserve; and (ii) an emergency or contingency fuel procurement strategy to address potential fuel supply disruptions.</p>

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		sufficient to continuously generate electricity at its Offered Contract Capacity for delivery to the Member ECs. The submitted Plan shall comply with and be consistent with the requirements of the DOE Department Circular No. 2019-12-0018, the ERC Resolution No. 16, Series of 2023, and other applicable rules and regulations of the DOE and ERC.			
129	GNPK	<p><b>Section II-10 Technical Proposal and Technical Evaluation</b></p> <p>8. The Bidder shall submit a comprehensive Fuel Procurement Plan that provides a clear narrative description of its strategies and arrangements to ensure the long-term availability, reliability, and security of fuel supply for the proposed generating facility. The Plan shall likewise include a mitigation strategy to manage risks arising from geopolitical events that may affect fuel supply and fuel price volatility. The Fuel</p>	We would like to clarify if GNPK may be allowed to submit a certification attesting to the pertinent provisions of the Fuel Supply Contract in lieu of the Fuel Procurement Plan.		Proposal not accepted.

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		Procurement Plan must demonstrate that the Bidder will maintain a minimum sixty (60)-day fuel reserve or inventory sufficient to continuously generate electricity at its Offered Contract Capacity for delivery to the Member ECs. The submitted Plan shall comply with and be consistent with the requirements of the DOE Department Circular No. 2019-12-0018, the ERC Resolution No. 16, Series of 2023, and other applicable rules and regulations of the DOE and ERC.			
130	SPI and MPI	<p><b>Section II-10 Technical Proposal and Technical Proposal Evaluation</b></p> <p>8. The Bidder shall submit a comprehensive Fuel Procurement Plan -xx-</p>	<p>Suggest to reword as follows:</p> <p>The Fuel Procurement Plan must demonstrate that the Bidder will maintain a minimum <del>sixty (60)-day</del> <b>thirty (30)-day</b> fuel reserve</p>	<p>The DOE Department Circular No. DC2010-03-0003 is only requiring for coal power plants a 30-day coal running inventory which includes shipments in transit.</p>	<p>Please refer to the response to Q128 above.</p>
131	CEDC	<p><b>Section II-10, Section 8: Technical Proposal and Technical Proposal Evaluation</b></p> <p>xxx</p> <p>8. The Bidder shall submit a</p>	<p><b>Section II-10, Section 8: Technical Proposal and Technical Proposal Evaluation</b></p> <p>xxx</p> <p>8. The Bidder shall submit a</p>	<p><b>In accordance with Section 2.3 of DOE DC 2010-03-0003, "2.3 Coal power plants shall ensure the required 30-day coal running inventory which includes shipments</b></p>	<p>Please refer to the response to Q128 above.</p>

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		comprehensive Fuel Procurement Plan that provides a clear narrative description of its strategies and arrangements to ensure the long-term availability, reliability, and security of fuel supply for the proposed generating facility. The Plan shall likewise include a mitigation strategy to manage risks arising from geopolitical events that may affect fuel supply and fuel price volatility. The Fuel Procurement Plan must demonstrate that the Bidder will maintain a minimum <b>sixty (60)-day</b> fuel reserve or inventory sufficient to continuously generate electricity at its Offered Contract Capacity for delivery to the Member ECs. xxx	comprehensive Fuel Procurement Plan that provides a clear narrative description of its strategies and arrangements to ensure the long-term availability, reliability, and security of fuel supply for the proposed generating facility. The Plan shall likewise include a mitigation strategy to manage risks arising from geopolitical events that may affect fuel supply and fuel price volatility. The Fuel Procurement Plan must demonstrate that the Bidder will maintain a minimum <b>thirty (30)-day</b> fuel reserve or inventory sufficient to continuously generate electricity at its Offered Contract Capacity for delivery to the Member ECs. Xxx	in transit. An inventory report shall be submitted to the DOE-EPIMB, on a monthly basis, based on typical load dispatch and fuel consumption schedule;"	
132	CEDC	<b>Section II-10, Section 9 (g): Technical Proposal and Technical Proposal Evaluation</b> xxx 8. The Bidder shall submit a comprehensive Fuel Procurement Plan that provides a clear narrative description of its	The Fuel Procurement Plan must demonstrate that the Bidder will maintain a minimum <b>thirty (30)-day</b> fuel reserve or inventory sufficient to continuously generate electricity at its Offered Contract Capacity for delivery to the Member ECs.		Please refer to the response to Q128 above.

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<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
		<p>strategies and arrangements to ensure the long-term availability, reliability, and security of fuel supply for the proposed generating facility. The Plan shall likewise include a mitigation strategy to manage risks arising from geopolitical events that may affect fuel supply and fuel price volatility. The Fuel Procurement Plan must demonstrate that the Bidder will maintain a minimum sixty (60)-day fuel reserve or inventory sufficient to continuously generate electricity at its Offered Contract Capacity for delivery to the Member ECs. Xxx</p>			
133	TVI	<p>8. The Bidder shall submit a comprehensive Fuel Procurement Plan</p> <p>The Bidder shall submit a comprehensive Fuel Procurement Plan that provides a clear narrative description of its strategies and arrangements to ensure the</p>	<p>Suggest to align the minimum fuel inventory requirement with the Department of Energy (DOE) Department Circular No. 2010-03-0003, which prescribes the required inventory levels per fuel type.</p>		<p>Please refer to the response to Q128 above.</p>

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<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
		<p>long-term availability, reliability, and security of fuel supply for the proposed generating facility. The Plan shall likewise include a mitigation strategy to manage risks arising from geopolitical events that may affect fuel supply and fuel price volatility. The Fuel Procurement Plan must demonstrate that the Bidder will maintain a minimum sixty (60)-day fuel reserve or inventory sufficient to continuously generate electricity at its Offered Contract Capacity (OCC) for delivery to the Member ECs in accordance with the fuel inventory requirement of Department of Energy (DOE) Department Circular No. 2010-03-0003. The submitted Plan shall comply with and be consistent with the requirements of the Department of Energy (DOE) Department Circular No. 2019-12-0018, the Energy Regulatory Commission (ERC) Resolution No. 16, Series of 2023, and other applicable rules and regulations of the DOE and ERC.</p>			

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
134	SPI, MPI, MPGC	<p><b>Section II-10 Technical Proposal and Technical Proposal Evaluation</b></p> <p>9. The Bidder shall submit certified true copies of the following:</p> <p>xxx</p> <p>b. Certificate of Endorsement from the DOE or its equivalent regarding Philippine Development Plan or proof of application with the DOE.</p> <p>xxx</p> <p>e. The Transmission Service Agreement or, if the Nominated Power Plant is embedded, the Distribution Wheeling Service Agreement.</p> <p>f. Submit the relevant ERC Decision or Order approving the point-to-point application of the Nominated Power Plant/s, if applicable.</p> <p>g. Related Agreements (if applicable) such as:</p> <ul style="list-style-type: none"> <li>• Transmission Wheeling Contract;</li> <li>• IPPA Agreement;</li> </ul>	<p>We suggest deleting requirement No. 9 items b, e-g, as they are not material to the evaluation process.</p> <p>At any rate, these documents are typically required only during the pre-filing stage with the ERC.</p>	<p>For clarification and better understanding of all the bidders.</p>	<p>Item 9(g) of SECTION II-10 shall be deleted.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		<ul style="list-style-type: none"> <li>• EPC Contract;</li> <li>• O&amp;M Contract;</li> <li>• Project Feasibility Study;</li> <li>• Wholesale Aggregator Agreement; and</li> <li>• Rental Agreements for rental generating units.</li> </ul> xxx			
135	EDC	SECTION II-10: TECHNICAL PROPOSAL AND TECHNICAL PROPOSAL EVALUATION ... 9. The Bidder shall submit certified true copies of the following: g. Related Agreements (if applicable) such as: <ul style="list-style-type: none"> <li>• Transmission Wheeling Contract;</li> <li>• IPPA Agreement;</li> <li>• EPC Contract;</li> <li>• O&amp;M Contract;</li> <li>• Project Feasibility Study;</li> <li>• Wholesale Aggregator Agreement; and</li> <li>• Rental Agreements for rental generating units.</li> </ul>	1) May we confirm that the following documents are not required for Bidders with an already operating plant: <ul style="list-style-type: none"> <li>• EPC Contract;</li> <li>• O&amp;M Contract;</li> <li>• Project Feasibility Study;</li> </ul> May we also require that the following documents are only applicable if the Bidders are the ff: <ul style="list-style-type: none"> <li>• IPPA Agreement - only for or Independent Power Producer Administrator (IPPA)</li> <li>• Wholesale Aggregator Agreement - Only for Wholesale Aggregator</li> <li>• Rental Agreements for rental generating units - Only for Bidder who wil Nominate a plant with rental Agreements from another</li> </ul>	Question is to clarify correct formula	Please refer to the response to Q134 above.

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE BIDDING PROCEDURES**

No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
			entity		
136	CEDC	<p><b>Section II-10, Section 9 (g): Technical Proposal and Technical Proposal Evaluation</b>            "xxx g. Related Agreements (if applicable) such as:</p> <ul style="list-style-type: none"> <li>• Transmission Wheeling Contract;</li> <li>• IPPA Agreement;</li> <li>• EPC Contract;</li> <li>• O&amp;M Contract;</li> <li>• Project Feasibility Study;</li> <li>• Wholesale Aggregator Agreement; and</li> <li>• Rental Agreements for rental generating units. xxx"</li> </ul>	Should any of the related agreement(s) be applicable, SBAC to specify which shall remain unredacted.		Please refer to the response to Q134 above.
137	EDC	<p><b>SECTION II-10: TECHNICAL PROPOSAL AND TECHNICAL PROPOSAL EVALUATION, Item No. 9 c</b></p> <p><b>"9. The Bidder shall submit certified true copies of the following:</b></p> <p>...</p> <p>c. For Nominated Power Plant/s utilizing Renewable Energy technology, the Bidder shall submit</p>	We propose that submission of Certificate of Registration or Certificate of Confirmation of Commerciality issued by the DOE to the developer, should be sufficient, since these are issued to renewable energy developers who hold valid RE Service Contracts		Proposal accepted. The Certificate of Registration shall be submitted for purposes bid submission; provided, that the relevant Renewable Energy Service Contract shall be submitted during the post-qualification process.

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE BIDDING PROCEDURES**

No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		the relevant Renewable Energy Service Contract and/or Operating Contract issued by the DOE, together with the applicable Certificate of Registration or Certificate of Confirmation of Commerciality issued by the DOE to the developer."			
138	GNPK	<b>Section II-11 Financial Proposal</b>	Please confirm whether the Bidder will be required to submit supporting documents for its submission (i.e. Non-Fuel Commodity Cost).		It depends on whether the Bidder proposes to recover the Non-Fuel Commodity Cost as an actual pass-through cost or as a fixed cost.
139	TLI	<b>SECTION II-11: FINANCIAL PROPOSAL - Fixed Operation and Maintenance Fee ("FOMF")</b>	Suggest that the foreign component will be indexed to US CPI and FX since foreign component is in foreign currency.  To align with VOM.	This aligns with VOM and allows the bidders to capture the foreign components in the FOM fees.	Proposal not accepted.
140	TLI	<b>SECTION II-11: FINANCIAL PROPOSAL BASE RATE COMPONENTS – FOMR</b>	We suggest that the FOMR have foreign components that allows indexation with FX	This aligns with VOM and allows the bidders to capture the foreign components in the FOM fees.	Proposal not accepted.

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE BIDDING PROCEDURES**

No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
141	TLI	<p><b>SECTION II-11: FINANCIAL PROPOSAL</b></p> <p>PHCPI0 Philippine Consumer Price Index (PHCPI) for All Income Households by Commodity Group (2018=100), January 2026, equivalent 131.0000*</p> <p>USCPI0 Foreign CPI for All Urban Consumers: U.S. city average, by expenditure category, January 2026, equivalent 325.2520, from the U.S. Bureau of Labor Statistics</p> <p>NFI 1o or NFI2o Value of Bidder's Nominated Fuel Index/Indices for the month of January 2026</p>	Requesting to have the base CPI to Dec 2025 to align with other periods that will be used in the evaluation		Proposal not accepted.
142	GNPK	<p><b>Section II-11 Financial Proposal</b></p> <p>5. Variable Operation and Maintenance Fee ("VOMF") The VOMF shall be calculated as the product of the Variable Operation and Maintenance Rate ("VOMR") in PhP/kWh, and the actual energy delivered for the Billing Period.</p>	Please confirm whether the Bidder can only nominate one component (i.e. local only).		The Bidder has freedom to determine whether its VOMR will be composed of a local component, a foreign component, or both.

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE BIDDING PROCEDURES**

<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
		<p>The VOMR may have local and foreign components. The local component of the VOMR may be adjusted to the PH CPI, while the foreign component of the VOMR may be adjusted to the US CPI and the applicable foreign exchange rate.</p> <p>The VOMF shall be strictly based on actual energy delivered for the Billing Period.</p>			
143	TSI	<p>SECTION II-11: FINANCIAL PROPOSAL - Fuel Cost ("FC")</p> <p>For the FCR: The Bidder shall provide a guaranteed FCR at different capacity factors (at 1% increments) from 65% to 100% CUF. The guaranteed FCR offered by the Bidder for this Transaction shall be binding during PSA implementation.</p>	<p>Suggest that the FCR table is at 1% increments from 65% to 100% CUF for each contract year.</p>	<p>To account for the degradation of the plant, kindly allow bidders to provide FCR for each contract year.</p>	<p>Proposal not accepted.</p>

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE BIDDING PROCEDURES**

No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
144	CEDC	<p><b>Section II-11: Financial Proposal, Section 6. Fuel Cost</b></p> <p>For the FCR: x x x</p> <p>During PSA implementation: a. The FCR to be applied for the relevant Billing Period shall be the lower of (i) the guaranteed FCR; or the actual plant FCR.</p>	<p>During PSA implementation: a. The FCR to be applied for the relevant Billing Period shall be the <del>lower</del> of (i) the guaranteed FCR; or <del>the actual plant FCR.</del></p>	<p>For SBAC's consideration to exclude the provision on lower of actual and guaranteed FCR during the PSA implementation. This is considering that the Bidders has already committed on guaranteed values of FCR which will be used for the identification of the lowest calculated responsive bid. Hence, this CSP is already accounting for the offered guaranteed FCR as a component of the least cost among Bidders.</p> <p>For further consideration of the BAC, should the "lower of" provision be retained, may the bidding procedure be revised to allow the Bidders to nominate different guaranteed FCR per contract year.</p>	Proposal not accepted.
145	FDCMPC	<p><b>Bidding Procedures Part 2. Sec II-11</b></p> <p><b>Item 6 Premium/Discount</b></p>	<p>Premiums and discounts are infrequent and not part of standard practice. In this regard, we suggest that these adjustments be excluded from the evaluation formula, to simplify computation and ensure greater consistency of bids.</p>		Proposal not accepted.

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE BIDDING PROCEDURES**

No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
146	FDCMPC	<p><b>Bidding Procedures Part 2. Sec II-11. Item 6</b></p> <p>Fuel Cost (“FC”): The FC shall be calculated as the product of: (i) the Fuel Price (“FP”); (ii) the Fuel Consumption Rate (“FCR”); and (iii) the actual energy delivered for the Billing Period.</p>	<p>The formula, with respect to Table B, seems to be lacking and incorrect. The resulting unit is USD-kg/MT.</p> <p>We suggest to include in the formula/statement the conversion factor of 1000kg/MT and the ForEx: Php/USD. For clarity purposes</p>		<p>Please refer to the Evaluated Fuel Cost provided in Item 10 (Energy Fee Evaluation) of Section II-12.</p>
147	SPI and MPI	<p><b>Section II-11: Financial Proposal 6. Fuel Cost (“FC”)</b></p> <p>Page 40 formula:</p> $\text{Fuel Commodity Cost} = \%SHARE_1 \left\{ FC1 \times \left[ \%K_1 \times \left( \frac{NFI_{13m\ avg}}{NFI_{1_0}} \right) + (1 - \%K_1) \right] - \text{Discount}_1 \text{ or } + \text{Premium}_1 \right\} + (1 - \%SHARE_1) \left\{ FC2 \times \left[ \%K_2 \times \left( \frac{NFI_{23m\ avg}}{NFI_{2_0}} \right) + (1 - \%K_2) \right] - \text{Discount}_2 \text{ or } + \text{Premium}_2 \right\}$ <p>Page 49 formula:</p> $\text{Fuel Commodity Cost} = \%SHARE_1 \left\{ FC1 \times \left[ \%K_1 \times \left( \frac{NFI_{13m\ avg}}{NFI_{1_0}} \right) + (1 - \%K_1) \right] \times (1 - \text{Discount}_1 \text{ or } + \text{Premium}_1) \right\} +$	<p>There is an inconsistency in the application of discount and premium provisions in the bidding documents. Under page 40 of the Bidding Procedure, the discount or premium is defined as a fixed value expressed in the unit price applicable to the nominated plant. However, under page 49, the discount or premium is expressed as a percentage of the nominated base price and fuel index.</p> <p>Under Schedule 18 Financial Bid Form, it follows the formula provided in page 40.</p> <p>We respectfully suggest that the</p>	<p>For clarification and better understanding of all the bidders.</p>	<p>The inconsistency has since been corrected.</p> <p>All Bidders must follow the prescribed Fuel Commodity Cost formula provided in the Bidding Procedures.</p>

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
			<p>Fuel Commodity Cost formula be made more flexible and capture both formula to allow bidders to propose their applicable pricing structure for discounts or premiums, whether expressed as: (i) a fixed value based on the applicable unit price, or (ii) a percentage of the fuel price.</p>		
148	TLI	<p><b>SECTION II-11: FINANCIAL PROPOSAL - Fuel Cost ("FC")</b></p> <p>Item 6</p> <p>FCR During PSA implementation</p> <p>b. If the Member EC fails to utilize the Bidder's Offered Contract Capacity at the Monthly Minimum CUF, the Bidder may apply the higher of its actual consumption rate or the consumption rate corresponding to the Minimum CUF for that Billing Period.</p>	<p>Suggest to change language as follows:</p> <p>b. If the Member EC fails to utilize the Bidder's Offered Contract Capacity at the Monthly Minimum CUF, the Bidder shall apply the higher of its actual consumption rate or the consumption rate corresponding to the Minimum CUF for that Billing Period.</p>	To avoid confusion upon PSA implementation	Proposal accepted.
149	FDCMPC	<p><b>Bidding Procedures Part 2. Sec II-11. Item 6. Bullet 4</b></p>	<p>We suggest including excise tax since it is part of the cost incurred</p>		<p>The Bidder need not list down the applicable taxes of its Non-Fuel</p>

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		<p>Recover at actual pass-through cost, in which case the Bidder must execute a Sworn Certification (use SCHEDULE 17) certifying each cost item of its Non-Fuel Commodity Cost, <b>except for taxes</b>, that it intends to recover from the Member ECs.</p>	<p>in the procurement of fuel</p>		<p>Commodity Cost and it may claim said taxes as pass-through costs.</p>
150	FDCMPC	<p><b>Bidding Procedures Part 2. Sec II-11. Item 6. Bullet 8 &amp; 9</b></p> <p>During PSA implementation, the FP to be billed by the Winning Supplier shall be the lower between:</p> <ul style="list-style-type: none"> <li>• The sum of the (i) resulting value using the Fuel Commodity Cost Formula and (ii) the Non-Fuel Commodity Cost; or</li> <li>• The actual fuel price as billed by the fuel supplier/s (e.g., supported by actual invoices) for the relevant Billing Period. However, if the Bidder opts for a fixed Non-Fuel Commodity Cost, Bidder shall not be required to substantiate its Non-</li> </ul>	<p>Since this provision provides for a comparison of the Indexed FC and the Actual FC, and billed the lower value, we would like to propose an actual fuel cost (FC) with complete supporting documents (e.g. invoices, inventory, etc.) instead of indexation.</p>		<p>Proposal not accepted.</p>

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		Fuel Commodity Cost when it serves its Supplier Invoice to the Member ECs.			
151	EDC	<p>SECTION II-11: FINANCIAL PROPOSAL</p> <p>The Line Rental Cap shall be applied on a per 5-minute interval basis throughout the entire Term of the PSA. The Member ECs shall pay the Actual Line Rental Charges for each Billing Period or the Line Rental Cap, whichever is lower. The Excess Line Rental Charges shall be for the account of the Winning Suppliers."</p>	We suggest computing for the effective Line Rental on a monthly basis.		<p>Proposal accepted.</p> <p>The Line Rental Cap shall apply on a monthly Billing Period basis.</p> <p>For each Billing Period, the Member EC shall pay only the lower of: (a) the Actual Line Rental Charges incurred for the energy delivered during such Billing Period; or (b) the Capped Line Rental Charges.</p> <p>The Capped Line Rental Charges shall be computed by multiplying the applicable Line Rental Cap by the total energy delivered to the Member EC during the relevant Billing Period.</p> <p>Any Line Rental Charges in excess of the Capped Line Rental Charges shall be for the sole account of the Winning Bidder and shall not be passed on to the Member EC.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
152	EDC	LR CAP	We propose to increase the LR cap to P/kWh 1.50, based on our experience with Visayas ECs in the past. There have been incidents of high LR cases in the past. This also considers several customers from different islands.		Proposal not accepted.
153	GNPK	<p><b>Section II-11: #8 Line Rental</b></p> <p>For each Lot, the NEA-SBAC shall fix a Line Rental Cap, expressed in PhP/kWh. The Line Rental Cap shall be:</p> <p><b>Lot 1 – Luzon ECs - PhP 0.2734/kWh</b></p> <p><b>Lot 2 – Visayas ECs - PhP 0.2784/kWh</b></p> <p>The foregoing caps are derived by identifying the highest and lowest line rental rates passed on by the Member ECs within each Lot to their consumers from January to December 2025 and applying a tolerance level of 15%.</p>	<p>While the provision provides a clear framework for the imposition of a Line Rental Cap, the requirement to apply the Line Rental Cap on a per 5-minute interval basis may not accurately reflect the actual capped line rental charges and results in an imbalanced risk allocation in the computation of excess line rental charges.</p> <p>To ensure fairness and transparency, we suggest that the Capped Line Rental Charges be calculated based on the total quantity of electricity delivered by the Seller and purchased by the Buyer for the relevant Billing Period, multiplied by the applicable Line Rental Cap.</p>		Please refer to the response to Q151

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		<p>No Bidder shall propose or apply a different Line Rental Cap for any Member EC within the same Lot. The applicable Line Rental Cap for each Member EC shall remain binding for the entire PSA Term.</p> <p>The Line Rental Cap shall be applied on a per 5-minute interval basis throughout the entire Term of the PSA. The Member ECs shall pay the Actual Line Rental Charges for each Billing Period or the Line Rental Cap, whichever is <b>lower</b>. The Excess Line Rental Charges shall be for the account of the Winning Suppliers.</p> <p>To compute the Excess Line Rental Charges per Billing Period, the following formula shall be applied:</p> <p><i>Excess Line Rental Charges = Actual Line Rental Charges – Capped Line Rental Charges</i></p>			
154	GNPK	<p><b>Section II-11</b> <b>Financial Proposal</b> 8. Line Rental</p>	We note that for registration purposes, the GenCo shall register the LR as chargeable first to the		The Line Rental Cap shall apply regardless of whether the Net Settlement Surplus or Net

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
			<p>Buyer with subsequent reconciliation process to determine the corresponding LR amount to be reimbursed or paid by the Seller to the Buyer based on the LR Cap. Kindly confirm if the Buyer shall apply any NSS attributable to the LR paid by the Seller.</p> <p>Further, will there be a mechanism regarding the sharing of the net settlement surplus of parties? Is this something that the group considered in imposing a LR Cap?</p>		Settlement Deficit are attributed to the Buyer or the Seller.
155	EDC	Treatment on NSS	Can the NSS corresponding to the LR of the Supplier be considered?		Proposal not accepted.
156	FDCMPC	<p><b>Bidding Procedures Part 2. Sec II-11. Item 8</b></p> <p>Line Rental Cap</p>	<p>We would like to have an overview of how the line was rental capped was computed/derived. Is our understanding correct that the line rental cap was derived from the average LR of all participating ECs that was billed to the customers which may include negative values?</p> <p>However, in the PSA implementation the negative line</p>		<p>The Line Rental Caps are derived by identifying the highest and lowest line rental rates passed on by the Member ECs within each Lot to their consumers from January to December 2025 and applying a tolerance level of 15%.</p> <p>The proposal to have an annual adjustment of the Line Rental Cap is not accepted.</p>

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<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
			<p>rental was not considered in the computation and only the absolute values are considered. If the cap includes negative values, we suggest that the same must be done in the computation of the actual LR charges.</p> <p>Line Rental (LR) is a volatile variable. To mitigate risk to both Procuring and /Bidders we suggest an annual assessment of the Line Rental cap in the implementation of the PSA. Perhaps an annual adjustment of the line rental using the 15% tolerance.</p> <p>We also suggest that there should be a specified LR cap for each ECs with respect to the PSA with Winning Bidder.</p> <p>To ensure fairness to all Bidders, we suggest that the NEA-SBAC TWG simulate a line rental cap considering generators from Luzon, Visayas, and Mindanao since the CSP is opened to all bidders across the three regions.</p>		<p>The proposal to have a separate Line Rental Cap per EC is not accepted.</p>

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<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
157	GMEC	<p><b>SECTION II-11: FINANCIAL PROPOSAL</b></p> <p>8. Line Rental</p>	<p>Line Rental from each ECs differ, and the current line rental cap does not account for these individual differences, as line rental from various ECs ranges from negative amounts to more than 1 peso. To address this variation, it is suggested to implement the LR scheme wherein winning bidder share 50% of its Line Rental Cost instead of applying the line rental cap. This is the most equitable, as it equally shares the line rental cost between with the winning bidder and the member ECs, ensuring that neither party bears a disproportionate financial burden while maintaining fairness and transparency in cost allocation.</p> <p>The draft PSA under the revised ERC CSP guidelines states that the 'Buyer shall bear all costs of such transmission service, from the Delivery Point up to the Receiving Point, including the cost of any electric losses incurred in such transmission.'</p>		Proposal not accepted

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response				
158	MPI	<p><b>Section II-11: Financial Proposal</b></p> <p>8. Line Rental: For each Lot, the NEA-SBAC shall fix a Line Rental Cap, expressed in PhP/kWh. The Line Rental Cap shall be:</p> <table border="1" data-bbox="604 381 1008 454"> <tr> <td data-bbox="658 381 806 406">Lot 1 – Luzon ECs</td> <td data-bbox="806 381 954 406">Lot 2 – Visayas ECs</td> </tr> <tr> <td data-bbox="604 422 806 446">PhP 0.2734/kWh</td> <td data-bbox="806 422 1008 446">PhP 0.2784/kWh</td> </tr> </table>	Lot 1 – Luzon ECs	Lot 2 – Visayas ECs	PhP 0.2734/kWh	PhP 0.2784/kWh	<p>We respectfully submit that the LR cap for Lot 2 at Ph0.2784/kWh should be revisited to align with the prevailing LR cap for the Visayas grid. The initial LR cap is too low and would limit Bidders' ability to remain competitive on generation cost. We suggest an LR cap of Ph0.60/kWh.</p>		<p>Proposal not accepted.</p>
Lot 1 – Luzon ECs	Lot 2 – Visayas ECs								
PhP 0.2734/kWh	PhP 0.2784/kWh								
159	MPGC	<p><b>SECTION II-11: FINANCIAL PROPOSAL</b></p> <p>8. Line Rental xxx</p> <p>For the avoidance of doubt, any negative Line Rental Charges for any 5-minute interval in a Billing Period shall be excluded from the calculation of the Excess Line Rental Charges and shall not be credited, offset, or otherwise taken into account in the Line Rental Charges settlement.</p> <p>Xxx</p>	<p>May we suggest that the reconciliation of the Line Rental Cap including the negative Line Rental Charges be on a monthly basis rather than per 5-minute interval.</p>	<p>For clarity.</p>	<p>Please refer to the response to Q151 above.</p>				

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
160	TLI	<b>Section 2.11: Line Rental</b>	Proposing to have the line rental cap be non-uniform and different for each EC.	The line rental is different for each EC and is dependent on the both EC and Genco. As such, requesting that the line rental cap be different for each EC instead of a single cap value.	Proposal not accepted.
161	TLI	<b>Section 2.11: Line Rental</b>	Requesting to have line rental sharing between EC and Genco at 50/50	Each electric cooperative and generation company have difference line rental cost between them. To capture the differences and to account for the possible costs incurred, we are requesting that the line rental share is 50/50.	Proposal not accepted.
162	TSI	<b>SECTION II-11: FINANCIAL PROPOSAL</b>  8. Line Rental	Requesting to have line rental sharing between EC and Genco at 50/50	Each electric cooperative and generation company have difference line rental cost between them. The line rental share of 50/50 would be the most equitable manner in covering the cost both by the contracting parties, considering its nature.	Proposal not accepted
163	GNPK	<b>Section II-12 FINANCIAL PROPOSAL EVALUATION</b>	Please confirm that the PPD submitted by the bidder will be considered in the evaluation. If so, how will the BAC evaluate should there'll be different offers for the PPD timeline?		The prompt payment discount shall not be included in the Financial Proposal evaluation.

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
164	EDC	<p><b>SECTION II-12: FINANCIAL PROPOSAL EVALUATION</b></p> <p>1. The Bidder's Financial Proposal shall be submitted by accomplishing the Financial Bid Form in SCHEDULE 18. The Bidder shall refer to ANNEX I for the Instructions on Completing the Financial Bid Form.</p> <p>Schedule 18 - Financial Bid Form</p> <p>The current LCOE evaluation utilizes the ratio of the Bidder's 2025 average Nominated Fuel Indices against a Base Fuel Index (to be set for January 2026). While Bidders are required to submit a sworn certification validating their provided 2025 fuel indices, minor variations in how different bidders source or average these indices could lead to significant discrepancies in the evaluated LCOE.</p>	<p>1) To ensure fairness and transparency, will the NEA-SBAC independently verify the historical fuel indices submitted by the Bidders?</p> <p>2) We respectfully suggest that, instead of relying on individual Bidder certifications, the NEA-SBAC publish a standardized table of official 2025 monthly averages for all recognized market indices (e.g., Newcastle Coal, JKM, Henry Hub) in a subsequent Bid Bulletin. Requiring all Bidders to use these centralized figures will eliminate any risk of data manipulation (or data errors) and streamline the TWG's evaluation process.</p> <p>3) We note a potential mathematical asymmetry in the LCOE calculation. If the 2025 average fuel index is lower than the Base Fuel Index set for January 2026, the resulting ratio is less than 1.0. This artificially lowers the evaluated LCOE for Bidders with fuel exposure.</p>	<p>This is to propose revisions to consider possible risks and a more levelized playing field in price evaluation using the Financial Bid Form</p>	<p>1. Yes, the NEA-SBAC shall verify the values provided by the Bidders in SCHEDULE 19.</p> <p>2. To prove the actual prices of the Bidder's specified index/indices, SCHEDULE 19 should be supported by either (a) a screenshot or snapshot of the actual published price from the index provider OR (b) a certification from the publisher of the nominated index/indices certifying the actual price. The Bidder shall likewise attest to the share of each Nominated Fuel Index.</p> <p>These values shall be verified during the post-qualification process. Any Bidder found to have manipulated or misstated any value shall be disqualified.</p> <p>3. The NEA-SBAC notes the observation. The evaluation of the fuel cost component of Bidders with fuel cost was revisited and updated. Please refer to the revised SECTION II-12 of the Bidding</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
			<p>For the NEA-SBAC's consideration, we propose that the NF1/NF0 ratio—calculated by dividing the current fuel index by historical fuel costs—be evaluated using a recent price (e.g., January 2026) over the average historical fuel index prices (e.g., the 2025 average). For actual implementation as specified in the bid documents., NF1 shall be the average of the Bidder's Nominated Fuel Index or Indices for the three months preceding the Billing Period. NF0 shall represent the Bidder's Nominated Fuel Index or Indices for the base month (e.g., January 2026) as determined by the NEA-SBAC.</p> <p>A potential suggestion is to make the escalation rates for both CPI and fuel the same or make the fuel escalation higher than CPI to reflect fuel price volatility.</p>		Procedures.

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
165	EDC	<p>"SECTION II-12: FINANCIAL PROPOSAL EVALUATION 1. The Bidder's Financial Proposal shall be submitted by accomplishing the Financial Bid Form in SCHEDULE 18. The Bidder shall refer to ANNEX I for the Instructions on Completing the Financial Bid Form.</p> <p>Schedule 18 - Financial Bid Form"</p>	<p>"The worksheet for Schedule 18 - Financial Bid Form has yellow cells that are uneditable:</p> <p>1) In the fuel portion: Non-Fuel Commodity Cost, (USD/MT), Average 12 Months Fuel Cost (USD/MT); and 2) FCR Column in the CUF Table (Cells I65 to I 00)</p> <p>Please change yellow cells to be editable for manual entry."</p>	<p>This is to clarify the requirements</p>	<p>Noted.</p>
166	EDC	<p>"SECTION II-12: FINANCIAL PROPOSAL EVALUATION 1. The Bidder's Financial Proposal shall be submitted by accomplishing the Financial Bid Form in SCHEDULE 18. The Bidder shall refer to ANNEX I for the Instructions on Completing the Financial Bid Form.</p> <p>Schedule 18 - Financial Bid Form"</p>	<p>Fuel Stability Discount</p> <p>In view of the end consumers' benefit, the current evaluation criteria assign fixed escalation factors to fuel costs. However, during the actual implementation of the PSA, winning Bidders with a fuel cost component will charge using actual market indices, passing on 100% of any price volatility to the consumers. Conversely, winning Bidders without fuel cost indices (such as those using indigenous Renewable Energy) will operate without this price volatility,</p>	<p>This is a proposed revision to value stable prices offer for the protection and benefit of consumers</p>	<p>The proposal to consider either a "Volatility Risk Premium" or "Fuel Stability Discount" is not accepted.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
			<p>offering highly predictable operational and fuel costs. The current evaluation methodology takes away from the end consumers the predictability and stability in their rates by treating these fundamentally different risk profiles as equal.</p> <p>Historically, global fuel markets have exhibited extreme volatility. Based on World Bank data for Australian Coal from 2020 to 2025, prices surged from an average of USD 60.79/MT in 2020 to a peak of USD 344.89/MT in 2022, before settling at USD 108.39/MT in 2025. The standard deviation (SD) of coal prices over this period reached USD 97.88/MT. This SD measures how much the commodity price typically ""swings"" away from its average, representing a real and high risk of rate shocks to consumers during the PSA implementation.</p> <p>Because fixed-price Renewable Energy bids completely shield</p>		

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
			<p>Member ECs from these market shocks, we respectfully propose that the BAC value this consumer protection to ensure a true "least-cost" evaluation. We recommend that the committee consider the impact of this standard deviation (USD 97.88/MT) and impute it into the financial evaluation by applying it either as an appropriate "Fuel Stability Discount" deducted from the computed LCOE of Bidders with zero fuel volatility, or alternatively, as a "Volatility Risk Premium" added to the computed LCOE of Bidders with fuel pass-through mechanisms."</p>		
167	EDC	<p>SECTION II-11: FINANCIAL PROPOSAL; and</p> <p>"SECTION II-12: FINANCIAL PROPOSAL EVALUATION</p> <p>1. The Bidder's Financial Proposal shall be submitted by accomplishing the Financial Bid Form in SCHEDULE 18. The Bidder shall refer to ANNEX I for the Instructions on Completing the</p>	<p>During the pre-bid, we noted that NEA SBAC mentioned that it will determine the Base Month. For SBAC consideration, we propose that we use, as BASE MONTH, the most recent indices available at the time the NEA SBAC issues the Revised Transaction Documents (or even the Final Transaction Documents later). This includes the values to be used for NFI 1o or NFI</p>	<p>This is to reflect more accurately the actual rates at the commencement of supply.</p>	<p>Noted.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		Financial Bid Form.  Schedule 18 - Financial Bid Form"	2o, as applicable, in the Financial Bid Form and eventually in the PSA.  Using the most recent indices as the base month will benefit end consumers by ensuring the bid price more accurately reflects the actual rates at the commencement of supply."		
168	EDC	VAT is pass through. Hence not part of evaluation even if during implementation, VAT will be borne by buyer.	Suggest NEA to include VAT in the evaluation criteria as this will be shouldered by end consumer.	We propose additional considerations in this provision	Proposal not accepted.
169	TLI	<b>Bidding Procedures Section II-12 (5): Marginal Bid Offer &amp; Bid Security Forfeiture</b>	We request clarification on whether a Bidder can reject an adjusted Marginal Bid Offer without suffering a partial forfeiture of its Bid Security.	The Bidding Procedures state that a Bidder refusing to accept a reduction of its Offered Contract Capacity "shall have a portion of its Bid Security forfeited". While RESO 7, S2026, Article VIII, Section 34(d) prohibits the refusal to accept an award "without justifiable cause", a unilateral reduction of capacity severely alters a generation company's economies of scale and project economics, which should reasonably constitute a justifiable cause to decline the partial award without penalty.	No.

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
170	PEDC	<p><b>Section II-12, Section. 5. (Financial Proposal Evaluation)</b> x x x</p> <p>A Bidder with the Marginal Bid Offer which refuses to accept the reduction of its Offered Contract Capacity up to the extent of the required Aggregated Contract Capacity for the applicable Lot at its proposed tariff shall have a portion of its Bid Security forfeited in favor of the Member ECs for such Lot. x x x</p> <p>It shall be presumed that the Bidder submitting the Marginal Bid Offer accepts the reduction in Contract Capacity corresponding to the remaining Aggregated Contract Capacity required to complete the Lot at its proposed tariff. The Marginal Bid Offeror shall be given five (5) calendar days from Bid Opening Date to formally notify the NEA-SBAC if it does not accept the reduced Contract Capacity at its proposed tariff.</p>	<p><b>Section II-12, Section. 5. (Financial Proposal Evaluation)</b> x x x</p> <p><del>A Bidder with the Marginal Bid Offer which refuses to accept the reduction of its Offered Contract Capacity up to the extent of the required Aggregated Contract Capacity for the applicable Lot at its proposed tariff shall have a portion of its Bid Security forfeited in favor of the Member ECs for such Lot. x x x</del></p> <p><del>It shall be presumed that the Bidder submitting the Marginal Bid Offer accepts the reduction in Contract Capacity corresponding to the remaining Aggregated Contract Capacity required to complete the Lot at its proposed tariff. The Marginal Bid Offeror shall be given five (5) calendar days from Bid Opening Date to formally notify the NEA-SBAC if it does not accept the reduced Contract Capacity at its proposed tariff.</del></p>	<p>For SBAC's consideration to remove provisions pertaining to penalty on Bidders with Marginal Bid Offer. This is considering that being the Marginal Bid Offer is outside the control of the Bidder, and that the bidder shall not be penalized for declining an offer that is not aligned with its financial and operational considerations.</p>	<p>Proposal not accepted.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
171	CEDC	<p><b>SECTION II-12: Financial Proposal Evaluation, Section 5</b></p> <p>In the event that the Marginal Bid Offeror declines the reduced Contract Capacity, the Bid Security shall be forfeited in accordance with the provisions set forth below. The Bid shall remain responsive but shall be deemed "declined" with respect to the Marginal Bid Offer. The Bid Documents shall be returned to the Bidder, except for those documents required to be retained by the NEA-SBAC. In such case, the NEA-SBAC shall declare the next ranked Bidder as the LCB, provided that such Bidder accepts the role of Marginal Bid Offeror under the same terms and conditions.</p> <p>The amount of the Bid Security to be forfeited shall correspond to the portion of the Aggregated Contract Capacity required to complete the Lot that the Bidder refuses to supply at its proposed tariff under its Marginal Bid Offer. To illustrate, if the Bidder's Marginal Bid Offer represents thirty percent</p>	<p><del>In the event that the Marginal Bid Offeror declines the reduced Contract Capacity, the Bid Security shall be forfeited in accordance with the provisions set forth below. The Bid shall remain responsive but shall be deemed "declined" with respect to the Marginal Bid Offer. The Bid Documents shall be returned to the Bidder, except for those documents required to be retained by the NEA-SBAC. In such case, the NEA-SBAC shall declare the next ranked Bidder as the LCB, provided that such Bidder accepts the role of Marginal Bid Offeror under the same terms and conditions.</del></p> <p><del>The amount of the Bid Security to be forfeited shall correspond to the portion of the Aggregated Contract Capacity required to complete the Lot that the Bidder refuses to supply at its proposed tariff under its Marginal Bid Offer. To illustrate, if the Bidder's Marginal Bid Offer represents thirty percent (30%) of the Lot capacity but only ten percent (10%) is required to complete the Aggregated Contract</del></p>	<p>For SBAC's consideration to remove provisions pertaining to penalty on Bidders with Marginal Bid Offer. This is considering that being the Marginal Bid Offer is outside the control of the Bidder, and that the bidder shall not be penalized for declining an offer that is not aligned with its financial and operational considerations.</p>	<p>Proposal not accepted.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		<p>(30%) of the Lot capacity but only ten percent (10%) is required to complete the Aggregated Contract Capacity, and the Bidder refuses to reduce its Offered Contract Capacity to such required ten percent (10%) at its proposed tariff, then:</p> <p>a. the Bidder's Bid Security shall be drawn;</p> <p>b. the Member ECs shall retain 10% of the value of the Bid Security x x x</p>	<p><del>Capacity, and the Bidder refuses to reduce its Offered Contract Capacity to such required ten percent (10%) at its proposed tariff, then:</del></p> <p><del>a. the Bidder's Bid Security shall be drawn;</del></p> <p><del>b. the Member ECs shall retain 10% of the value of the Bid Security x x x</del></p>		
172	EDC	<p>"SECTION II-12: FINANCIAL PROPOSAL EVALUATION</p> <p><b>8. Indexation and Adjustment.</b></p> <p>...</p> <p>"For evaluation purposes, the Fuel Price of the Energy Fee component, if any, shall be adjusted per annum according to the following:</p> <p>RP CPI = 2.8501%</p> <p>US CPI = 3.0198%</p>	<p>"We would like to request the derivation on the fuel inflation (i.e. Coal, Nat Gas, Crude Oil). While we were able to compute for PH CPI and US CPI annual inflation rates in the table in item 8, but we are getting different values for fuel inflation rates.</p> <p>1) We request for information on the computation of how the values annual inflation values for the fuel prices we arrived, for transparency. We note the source below: ""Values</p>	<p>This is for transparency and to clarify basis for the set inflation values.</p>	<p>The evaluation of the fuel cost component of Bidders with fuel cost was revisited and updated. Please refer to the revised SECTION II-12 of the Bidding Procedures.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		Coal = 0.2544% Nat Gas = 2.4406% Crude Oil = -0.2713% """"	are based on a six-year historical period excluding 2021 and 2022 as outliers, using data from <a href="https://www.worldbank.org/en/research/commodity-markets">https://www.worldbank.org/en/research/commodity-markets</a> as of March 2026.""  2) Were the fuel inflation computed using the monthly average rate and then multiplied by 12 months, similar to the computation of the annual inflation rate for Philippine CPI?"		
173	EDC		We suggest that current fuel prices be taken into consideration for the inflation rates, given their impact on the blended rate to be passed on to end-consumers.	We propose additional considerations in this provision	The evaluation of the fuel cost component of Bidders with fuel cost was revisited and updated. Please refer to the revised SECTION II-12 of the Bidding Procedures.
174	TVI	SECTION II-11: FINANCIAL PROPOSAL - Fuel Cost ("FC")  Fuel Commodity Cost: NFI 13m avg or NFI 23m avg - Average value of Bidder's Nominated Fuel Index/Indices for the	Suggest not to limit the price basis to the 3 mo. average preceding the billing period. Requesting that the bidder may submit their own fuel formula. The pricing basis of the fuel up to bidders' discretion	Fixing the price basis to 3 mo. average only may result to index mismatches, since coal supplies are priced differently. Giving the bidders the liberty to decide on the pricing basis may give flexibility in securing long-term supplies	Proposal not accepted.

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		three (3) months preceding the Billing Period		The procurement of coal and its basis is different for each generation company and contract. Requesting that bidders be allowed to submit their own fuel formula to reflect this.	
175	EDC	<p><b>SECTION II-12: FINANCIAL PROPOSAL EVALUATION</b></p> <p>"For evaluation purposes, the Fuel Price of the Energy Fee component, if any, shall be adjusted per annum according to the following:</p> <p>RP CPI = 2.8501%            US CPI = 3.0198%            Coal = 0.2544%            Nat Gas = 2.4406%            Crude Oil = -0.2713%"</p>	<p>We suggest lowering the PS considering one month (or 720 hours) worth of contract:</p> <p><i>Performance Security=720 (hours) × CCn × 65% × Bidder's LCOE (PhP/kWh)</i></p>	We propose additional considerations in this provision	Proposal not accepted.
176	TLI	<p><b>SECTION II-12: FINANCIAL PROPOSAL EVALUATION</b></p> <p><b>8. Indexation and Adjustment</b></p>	<p>Please confirm that only those technologies listed with fuel inflation factors are the ones allowed to nominate index or indices.</p> <p>Can other technology nominate</p>		Confirmed. Only technologies expressly provided with fuel inflation factors under the Bidding Documents may nominate the applicable fuel index or indices. Other technologies may not nominate separate fuel indices for

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
			other indices, which will be subject to fuel inflation factors as well?		purposes of fuel cost escalation, unless expressly allowed under the Bidding Documents.
177	EDC	SECTION II-12: FINANCIAL PROPOSAL EVALUATION" Financial Proposal Evaluation	For valuation process, we recommend that a stability discount be applied to the LCOE of Bidders utilizing fuel sources that are not subject to price fluctuations. This approach ensures that Buyers benefit from stable and predictable generation rates.	We propose additional considerations in this provision	Please refer to the response to Q166 above.
178	TVI	Bidding Procedures, Section II-12 (2): Financial Proposal Evaluation	What is the exact procedure for providing the password for the MS Excel file of the Financial Bid Form during the bid opening?	The rules state the Bidder shall "provide the password to the NEA-SBAC Secretariat during the opening". To ensure a smooth opening process and maintain the integrity of the password, we request clarification on whether the password should be submitted in a separate sealed physical envelope inside the Main Envelope, or if the representative must physically dictate/type it during the proceedings.	The Bidder's representative shall provide the password to the NEA-SBAC Secretariat on a separate piece of paper during the opening of Folder 2-2 of the concerned Bidder.

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<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
179	GNPK	<b>Section II-13: Bid Security</b>	<p>1. Please confirm that bidder is allowed to use the SBLC template of its preferred issuing bank.</p> <p>2. Please specify the commencement date and end date of the bid security.</p>		<p>1. Yes, provided it complies with requirements under SECTION II-13 of the Bidding Procedures.</p> <p>2. Since the deadline for submission and opening of bids has been rescheduled to 02 July 2026, the Bid Security should be valid until <b>29 December 2026</b>.</p>
180	SPI and MPI	<p><b>Section II-13 Bid Security</b></p> <p>h. The Bid Security shall be issued in favor of all Member ECs in the Lot for which the Bidder submitted a Bid. In the event of forfeiture of the Bid Security, one (1) Member EC from the Lot shall draw thereon on behalf of the Member ECs in such Lot and shall proportionately distribute the proceeds to each of said Member ECs. Each Member EC shall use its share solely to procure replacement power for the period affected by the delay in the bidding process, and no such amount shall be recoverable from consumers.</p>	Please provide the necessary details for the Bid Security.	For clarification and better understanding of all the bidders.	Bidders should follow Section II-13 of the Bidding Procedures.

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
181	TSI	<p>SECTION II-13: BID SECURITY</p> <p>c. The Bid Security shall be in an amount expressed in Philippine Pesos in the form of:</p> <ul style="list-style-type: none"> <li>• Cash or cashier's/manager's check issued by a Universal or Commercial Bank or any other banks certified by the Bangko Sentral ng Pilipinas as authorized to issue such financial instrument;</li> <li>• Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; provided, however, that it shall be confirmed or authenticated by a local Universal or Commercial Bank if issued by a foreign bank (see ANNEX K for the list of Acceptable Banks);</li> </ul>	<p>May we respectfully clarify and confirm if a Standby Letter of Credit (SBLC) issued by a reputable universal or commercial bank in the Philippines is an acceptable form of Bid Security for this Joint CSP?</p>		<p>Yes, provided that the SBLC is irrevocable.</p>
182	TSI	<p>SECTION II-13: BID SECURITY</p> <p>g. The required Bid Security shall be valid for one hundred eighty (180) calendar days from the deadline for submission and opening of bids. The execution of the PSA shall be made within the</p>	<p>Considering that the scheduled deadline for the submission and opening of bids is June 25, 2026, may we respectfully request the Honorable NEA-SBAC to confirm that the required Bid Security must be valid until at least December 22, 2026?</p>	<p>This will ensure all Bidders and their respective banks have a uniform target date.</p>	<p>Since the deadline for submission and opening of bids has been rescheduled to 02 July 2026, the Bid Security should be valid until <b>29 December 2026</b>.</p>

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		Bid Validity Period and Bid Security Validity Period.			
183	GMEC	<p>SECTION II-13: BID SECURITY</p> <p>c. The Bid Security shall be in an amount expressed in Philippine Pesos in the form of:</p> <ul style="list-style-type: none"> <li>• Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; provided, however, that it shall be confirmed or authenticated by a local Universal or Commercial Bank if issued by a foreign bank (see ANNEX K for the list of Acceptable Banks);</li> </ul>	Regarding the acceptable forms of Bid Security, may we respectfully clarify if the Committee will accept a Standby Letter of Credit, or SBLC, issued by a universal or commercial bank?	SBLCs are standard, highly secure instruments in these types of major transactions, and we hope the SBAC can explicitly confirm its acceptability to give Bidders flexibility in our financial structuring.	Yes, provided that the SBLC is irrevocable.
184	CEDC	<b>Section II-13, par. c: Bid Security</b>	<p><b>Suggested revision in bold:</b></p> <p>"xxx Cash or cashier's/manager's check issued by a Universal or Commercial Bank or any other banks certified by the Bangko Sentral ng Pilipinas as authorized to issue such financial instrument; <b>OR</b></p> <ul style="list-style-type: none"> <li>• Bank draft/ guarantee or</li> </ul>	SBAC to clarify and confirm that the form of Bid Security as provided in this paragraph is in the alternative.	Proposal accepted.

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
			irrevocable letter of credit issued by a Universal or Commercial Bank; provided, however, that it shall be confirmed or authenticated by a local Universal or Commercial Bank if issued by a foreign bank (see ANNEX K for the list of Acceptable Banks); xxx"		
185	TVI	Section II-13: Bid Security, item h.	We note that the banks typically require an SBLC to be issued in favor of only one beneficiary entity. We note that (i) the bank may reject having multiple beneficiaries in one SBLC or (ii) it would be too costly for a Bidder to acquire multiple SBLCs for one lot. Suggest that the NEA-SBAC already nominate one "lead" EC that will be named as beneficiary		Proposal accepted. The Bid Security shall be issued in favor of BATELEC II for Bidders submitting bids for Lot 1, and in favor of NORECO II for Bidders submitting bids for Lot 2, as applicable  Please see the revised item 1(h) of SECTION II-13.
186	GNPD	SECTION II-13: BID SECURITY	May we respectfully request a downward adjustment of the required Bid Security amount, in accordance with the updated guidelines under ERC Resolution No. 7, Series of 2026		Proposal not accepted

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
187	TLI	SECTION II-13: BID SECURITY	Pursuant to ERC Resolution No. 7, Series of 2026, we formally request a reduction in the required Bid Security amount to align with the newly prescribed regulatory thresholds.		Proposal not accepted
188	GNPK	<p><b>Section II-18: Post-Qualification Process</b></p> <p>5. Failure of the Bidder with the LCB to comply with, substantiate, or satisfactorily address any legal, technical, or financial requirement during the Post-Qualification process shall result in its disqualification, and its proposal shall be declared non-responsive.</p>	We would like to clarify this will not be grounds for forfeiture of Bid Security.		Under this circumstance, the Bidder's Bid Security shall <b>not</b> be forfeited.
189	CEDC	<b>Section II-20: Award of Contract</b>	Request for SBAC to define "Joint Body" referred to in subsections 1 and 4.		The term "Joint Body" refers to the General Managers of the Member ECs, or their respective representatives duly authorized by their Boards of Directors, collectively acting on behalf of the Member ECs for the purpose of confirming the results of the Joint CSP conducted by the NEA-SBAC

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
190	EDC	<p>SECTION II-20: AWARD OF CONTRACT</p> <p>"3. After the issuance of the Notice/s of Award, the Member ECs' representative/s and the Winning Bidder/s shall engage in negotiations and may agree on changes to the draft PSA, which changes must clearly result in terms more favorable to Member ECs' consumers.</p> <p>For this purpose, each Winning Bidder shall negotiate collectively with all Member ECs within the applicable Lot."</p>	<p>We clarify whether 'negotiating collectively' will result in a standardized PSA template with uniform commercial terms for all Member ECs in the applicable Lot.</p> <p>We propose that the PSAs will have identical terms.</p>	<p>Proposal is to clarify and streamline the procedure given the number of customers involved</p>	<p>Confirmed.</p>
191	CEDC	<p><b>Section II-20 (Award of Contract) in rel. to Section I-02, subpar. 16 (Subject of the Bid):</b>  <b>xxx Section I-02, subpar. 16</b> - The Final Terms of Reference shall form part of the PSA entered into by the parties as a result of a CSP. In case of discrepancies between the Final Terms of Reference and Bidding Procedures vis-à-vis the PSA, the Final Terms of Reference and Bidding Procedures shall</p>	<p>How will the SBAC reconcile Section II-20--where the draft PSA may be negotiated by the winning bidder and Member ECs post bid with that of Section I-02 where in case of discrepancies between the Bid Procedures, ITB and PSA, the former shall govern.</p> <p>This should be clarified, otherwise, any negotiated terms of the PSA post qualification that may be</p>		<p>The Parties shall not negotiate or agree on terms that are inconsistent with the Terms of Reference and Bidding Procedures for this Transaction.</p>

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
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		govern. xxx"	different from what was indicated in the Final TOR and/or Bidding Procedure will not govern.		
192	GNPK	<p><b>Section II-22: Performance Security</b></p> <p>1. The Performance Security shall be posted by the Winning Suppliers within ten (10) Days from the execution of the PSA and shall be valid until the expiration of the Term.</p> <p>The Performance Security shall be returned within fifteen (15) Days following verification of the Winning Supplier's compliance with its obligations under the PSA, including but not limited to the refund of any Prompt Payment Discount for the last month prior to termination or expiration of the Term, if applicable.</p>	<p>While we understand that the imposition of the Performance Security and the corresponding amount is based on the ERC CSP Guidelines, we respectfully appeal that the Performance Security only be required for posting upon the filing of the application for power supply agreement (PSA) and not as early as 10 days upon execution of the PSA.</p> <p>We further suggest that that the Performance Security should be returned to the Supplier one (1) month after the first delivery of supply.</p> <p>We likewise request to lower the Performance Security to one month equivalent of contract cost.</p>	<p>Given its significant amount and the prescribed timing of posting, the Winning Bidder's fund may be trapped for an undetermined period until such time that the PSA application obtains an approval. Please note that this may hamper the Winning Bidder's financial operations.</p> <p>We wish note that the Performance Security is a financial guarantee put up by the Winning Bidder to ensure that the terms of the PSA will be honored. Considering that bidders are already required to submit Schedule 3- Certification on Acceptance of Final Transaction Documents which guarantees LVECA of the bidder's compliance to the PPSA, we therefore request your reconsideration on our recommendation on the timeline of the posting of the Performance Security.</p>	<p>Proposal not accepted.</p> <p>However, please refer to the response to the draft PSA concerning the Security Deposit.</p>

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				Should the NEA-SBAC be firm on the timeline as indicated in the Bidding Procedures, we further propose, for the purpose of having a mutual protection on both the Buyer and the Seller, that the NEA-SBAC extend the same consideration to the Seller and also provide a 3-month security deposit to the Seller. This in turn will protect both Parties in the event of failure to supply or pay.	
193	EDC	SECTION II-22: PERFORMANCE SECURITY"  The Performance Security shall be posted by the Winning Suppliers within ten (10) Days from the execution of the PSA and shall be valid until the expiration of the Term.	We suggest to revise as follows:  The Performance Security shall be posted by the Winning Suppliers within ten (10) Days from the execution of the PSA and shall be valid until the start of supply.  Note: Provisions of the PSA will apply upon commencement of supply which includes Events of Defaults, Penalties, among others.		Proposal not accepted.
194	EDC	Section II-22: Performance Security	We would like to clarify what are the conditions for the forfeiture of the Performance Security.	This is to clarify the requirements	Please refer to the draft PSA.

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195	CEDC	<b>Section II-22: Performance Security</b>	<p><b>Suggested revision in bold:</b>            "xxx Cash or cashier's/manager's check issued by a Universal or Commercial Bank or any other banks certified by the Bangko Sentral ng Pilipinas as authorized to issue such financial instrument; <b>OR</b></p> <ul style="list-style-type: none"> <li>• Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; provided, however, that it shall be confirmed or authenticated by a local Universal or Commercial Bank if issued by a foreign bank (see ANNEX K for the list of Acceptable Banks); xxx"</li> </ul>	SBAC to clarify and confirm that the form of Performance Security as provided in this paragraph is in the alternative.	Proposal accepted.
196	EDC	Schedule and Annexes, General	Can we propose edits/ minor edits on Schedules and/or Annexes? We can send our proposed revision for SBAC's approval.		Yes.
197	EDC	<p>"We note that we have few files that contain list of requirements for Bid Submission like the ff:</p> <p>Annex D - Legal, Technical, and Financial Eligibility Requirements</p>	May we confirm with if this already contains the complete list of documents that Bidder needs to submit to comply with Bid Submission? (For example, the Financial Proposal is not here)	This is to clarify the requirements	Please refer to the response to Q1 above.

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		<p>Checklist Annex E - Technical Proposal Checklist Annex J - Bid Security Checklist"</p>	<p>If not complete, may we request for a complete list (for NEA SBAC) for Bidders reference in preparing for Bid Submission?</p> <p>If there is a conflict between the checklist and the contents in the Bidding Procedure, shall the contents in the Bidding Procedure be followed?</p>																																																																																																						
198	FDCMPC	<p>Annex G - Instructions to fill out Technical Bid Form 2</p> <p>Schedule 15b – Technical Bid Form 2 Lot 2</p>	<p>Kindly review and check “Schedule 14b and 15b – Technical Bid Form for Lot 2” for technicalities in Excel.</p>	<table border="1"> <thead> <tr> <th colspan="5">LUZON-VISAYAS ELECTRIC COOPERATIVES AGGREGATION</th> </tr> <tr> <th>TERM</th> <th>2027</th> <th>2028</th> <th colspan="2">2029</th> </tr> </thead> <tbody> <tr> <td>Aggregated Capacity, MW</td> <td>113.5</td> <td>113.5</td> <td colspan="2">113.5</td> </tr> <tr> <td>% Bid Offer :</td> <td>20.00%</td> <td>20%</td> <td>20%</td> <td>20%</td> </tr> <tr> <td>Equivalent MW Bid Offer</td> <td>22.70</td> <td>22.70</td> <td colspan="2">22.70</td> </tr> <tr> <td>Total Available Capacity for Contracting :</td> <td>28.00</td> <td>28.00</td> <td colspan="2">28.00</td> </tr> <tr> <td>Capacity Evaluation :</td> <td>PASS</td> <td>PASS</td> <td colspan="2">PASS</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th colspan="5">NOMINATED POWER PLANT 1</th> </tr> </thead> <tbody> <tr> <td>Name of Plant :</td> <td colspan="4">FDC Misamis Power Corporation</td> </tr> <tr> <td>Plant Type :</td> <td colspan="4">Circulating Fluidized Bed</td> </tr> <tr> <td>Total Rated Capacity, MW :</td> <td>50</td> <td>50</td> <td>50</td> <td>50</td> </tr> <tr> <td>Total Dependable Capacity, MW</td> <td>40</td> <td>40</td> <td>40</td> <td>40</td> </tr> <tr> <td>Capacity Credit Factor, %</td> <td>100.00%</td> <td>100.00%</td> <td colspan="2">100.00%</td> </tr> <tr> <td>Net Dependable Credit Capacity, MW :</td> <td>40</td> <td>40</td> <td colspan="2">40</td> </tr> <tr> <td>Contracted Capacities :</td> <td colspan="4"></td> </tr> <tr> <td>Off-takers:</td> <td colspan="4"></td> </tr> <tr> <td>Regulated Off-takers</td> <td colspan="4"></td> </tr> <tr> <td>Customer 1</td> <td>3</td> <td>3</td> <td colspan="2">3</td> </tr> <tr> <td>Customer 2</td> <td>4</td> <td>4</td> <td colspan="2">4</td> </tr> <tr> <td>Customer 3</td> <td>5</td> <td>5</td> <td colspan="2">5</td> </tr> </tbody> </table> <p>The “Total Available Capacity for Contracting” field, highlighted in blue above, continues to display “#N/A” despite following the instructions provided in Annex G and properly inputting the required</p>	LUZON-VISAYAS ELECTRIC COOPERATIVES AGGREGATION					TERM	2027	2028	2029		Aggregated Capacity, MW	113.5	113.5	113.5		% Bid Offer :	20.00%	20%	20%	20%	Equivalent MW Bid Offer	22.70	22.70	22.70		Total Available Capacity for Contracting :	28.00	28.00	28.00		Capacity Evaluation :	PASS	PASS	PASS		NOMINATED POWER PLANT 1					Name of Plant :	FDC Misamis Power Corporation				Plant Type :	Circulating Fluidized Bed				Total Rated Capacity, MW :	50	50	50	50	Total Dependable Capacity, MW	40	40	40	40	Capacity Credit Factor, %	100.00%	100.00%	100.00%		Net Dependable Credit Capacity, MW :	40	40	40		Contracted Capacities :					Off-takers:					Regulated Off-takers					Customer 1	3	3	3		Customer 2	4	4	4		Customer 3	5	5	5		<p>Please see the revised Technical Bid Forms 1 and 2.</p>
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				clarification on whether the foregoing is indeed the intended manner of accomplishing “Schedule 14b and 15b – Technical Bid Form for Lot 2,” and whether there are additional required inputs, dependencies, or specific procedures necessary to generate the correct result in the said field, considering that such instructions were not indicated in Annex G.																												
199	FDCMPC	Annex I – Instructions in Completing the Standard Response  Schedule 18 – Standard Bid Form	<p>For clarification. Values to be encoded, under Fuel Cost (USD/MT), in Cells B35 and B36 are for Fuel Cost values in USD/MT.</p> <p>While Cell G35 and G36, under Base Price (USD/MT), are for Fuel Index (Indices) values in USD/MT.</p> <p>We might have a different understanding.</p> <p>Moreover, this statement in the SRF seems confusing: “The Bidder may choose to index a part or the entire of its Fixed Cost to its Nominated Fuel Index or Indices”, which Fixed</p>	<table border="1" data-bbox="1534 711 1994 805"> <thead> <tr> <th>Nominated Fuel Index</th> <th>Fuel Cost (USD/MT)</th> <th>Supply Share (%)</th> <th>Fuel Consumption Rate (t/wh)</th> <th><math>K_{ref}</math></th> <th>Non-Fuel Commodity Cost (USD/MT)</th> <th>Base Price (USD/MT)</th> <th>Average 12 Months Fuel Cost (USD/MT)</th> <th>Premium (Discount) (USD/MT)</th> </tr> </thead> <tbody> <tr> <td>INDEX A</td> <td>-</td> <td>50.00%</td> <td>0.0050</td> <td>100.00%</td> <td>5.0000</td> <td>-</td> <td>0.0000</td> <td></td> </tr> <tr> <td>INDEX B</td> <td>-</td> <td>50.00%</td> <td>0.0050</td> <td>100.00%</td> <td></td> <td>-</td> <td>0.0000</td> <td></td> </tr> </tbody> </table> <p>The SRF did not specify which values go to what Cells, it only mentions Fixed Cost, which is confusing since the Base Index and the Base Fuel Price are both Fixed.</p> <p>Excerpt from SRF: “The Bidder shall input its Fixed Cost with reference to the Bidder’s 1st and 2nd Nominated Fuel Index/Indices, respectively, following the units of measurement for FP in <b>TABLE A</b>. The Bidder may choose to index a part or the entire of its Fixed Cost to its Nominated Fuel Index or</p>	Nominated Fuel Index	Fuel Cost (USD/MT)	Supply Share (%)	Fuel Consumption Rate (t/wh)	$K_{ref}$	Non-Fuel Commodity Cost (USD/MT)	Base Price (USD/MT)	Average 12 Months Fuel Cost (USD/MT)	Premium (Discount) (USD/MT)	INDEX A	-	50.00%	0.0050	100.00%	5.0000	-	0.0000		INDEX B	-	50.00%	0.0050	100.00%		-	0.0000		<p>The Bidder shall offer a fixed cost (FC1 and FC2) to be indexed to the Bidder’s Nominated Fuel Index or Indices. The Bidder may choose to index a part or the entire of its FC1 and/or FC2 to its Bidder's Nominated Fuel Index or Indices (see %K1). The FC1 and FC2 offered by the Bidder shall be binding on it and shall remain fixed for the entire duration of the PSA.</p> <p>Please see the revised Instructions on Completing the Financial Bid Form.</p>
Nominated Fuel Index	Fuel Cost (USD/MT)	Supply Share (%)	Fuel Consumption Rate (t/wh)	$K_{ref}$	Non-Fuel Commodity Cost (USD/MT)	Base Price (USD/MT)	Average 12 Months Fuel Cost (USD/MT)	Premium (Discount) (USD/MT)																								
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**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
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			<p>Cost are you referring to? Fuel Cost or Base Price; both are Fixed.</p> <p>We suggest specifying the appropriate labeling to avoid confusion.</p>	<p>Indices.”</p>																																																						
200	FDCMPC	<p>Annex I – Instructions in Completing the Standard Response</p> <p>Schedule 18 – Standard Bid Form</p>	<p>Please clarify the purpose of this table?</p> <table border="1" data-bbox="1051 646 1489 1235"> <thead> <tr> <th colspan="3">Average 12 Months Fuel Cost (USD/MT)</th> </tr> <tr> <th>2025</th> <th>INDEX A</th> <th>INDEX B</th> </tr> </thead> <tbody> <tr><td>January</td><td>0.0000</td><td>0.0000</td></tr> <tr><td>February</td><td></td><td></td></tr> <tr><td>March</td><td></td><td></td></tr> <tr><td>April</td><td></td><td></td></tr> <tr><td>May</td><td></td><td></td></tr> <tr><td>June</td><td></td><td></td></tr> <tr><td>July</td><td></td><td></td></tr> <tr><td>August</td><td></td><td></td></tr> <tr><td>September</td><td></td><td></td></tr> <tr><td>October</td><td></td><td></td></tr> <tr><td>November</td><td></td><td></td></tr> <tr><td>December</td><td></td><td></td></tr> <tr><td>Average</td><td>0.0000</td><td>0.0000</td></tr> </tbody> </table>	Average 12 Months Fuel Cost (USD/MT)			2025	INDEX A	INDEX B	January	0.0000	0.0000	February			March			April			May			June			July			August			September			October			November			December			Average	0.0000	0.0000	<p>Just an observation.</p> <p>If for evaluation purposes, the formula for the LCOE already provides for the annual escalation below:</p> <table border="1" data-bbox="1540 799 1956 980"> <tbody> <tr><td><math>a_{Coal}</math></td><td>0.2544%</td></tr> <tr><td><math>a_{Nat Gas}</math></td><td>2.4406%</td></tr> <tr><td><math>a_{Crude Oil}</math></td><td>-0.2713%</td></tr> <tr><td><math>a_{Biomass}</math></td><td>2.8501%</td></tr> </tbody> </table>	$a_{Coal}$	0.2544%	$a_{Nat Gas}$	2.4406%	$a_{Crude Oil}$	-0.2713%	$a_{Biomass}$	2.8501%	<p>Please refer to the Fuel Commodity Cost Formula as provided in the Bidding Procedures.</p> <p>For purposes of evaluation, the value of NFI 1<sub>3m avg</sub> or NFI 2<sub>3m avg</sub> (if any) shall be the value of the Nominated Fuel Index/Indices for January 2025 to December 2025, which the Bidder shall encode on the Financial Bid Form.</p>
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201	FDCMPC	<p>Annex I – Instructions in Completing the Standard Response</p> <p>Schedule 18 – Standard Bid Form</p>	<p>We suggest having a separate session/discussion solely for Schedule 18 – Standard Bid Form</p>	<p>Schedule 18 – Standard Bid Form is one of the most crucial templates in the bidding procedures. In this</p>	<p>Noted.</p>																																																					

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
			(Financial Proposal Template) with respect to Annex I.	regard, we would highly appreciate it if the SBAC could provide clarification on each entry in the template to avoid confusion and, more importantly, prevent possible disqualification.	
202	PEDC	<p><b>SECTION II-11: FINANCIAL PROPOSAL, item 4</b></p> $H_o = \sum_{i=1}^y \left( 1 - \frac{\text{Seller Actual BCQ Declared}}{\text{Buyer Day Ahead Nomination}} \right)$ $H_{FM} = \sum_{i=1}^y \left( 1 - \frac{\text{Seller Actual BCQ Declared}}{\text{Buyer Month Ahead Nomination}} \right)$	$H_o = \sum_{i=1}^y \left( 1 - \frac{\text{Seller Actual BCQ Declared}}{\text{Buyer Day Ahead Nomination}_{\text{including FM revision}}} \right)$ $H_{FM} = \sum_{i=1}^y \left( 1 - \frac{\text{Buyer Day Ahead Nomination as revised due to FM}}{\text{Buyer Day Ahead Nomination}} \right)$ <p>Note: Applicable for instances of FM and outage events for a single Trading day.</p>	<p>Buyer's Month Ahead Nomination is not binding. Thus, for SBAC's consideration to revise the formula and consider the Buyer's DAN as the denominator, and revised DAN due to FM as the numerator. The revised Day Ahead Nomination due to FM will reflect the intervals affected by the FM with respect to its submitted DAN.</p> <p>Further, using only the Buyer Day Ahead Nomination versus the BCQ declared will capture as outage the hours where Buyer's reduced its nomination due to FM. Hence, we would also request to bring into SBAC's consideration to revise the formula for outage hours and consider the revised DAN due to FM as the denominator while the numerator remains to be the Seller Actual BCQ declared.</p>	<p>Proposal partially accepted.</p> <p>The formula to calculate the <math>H_o</math> and <math>H_{FM}</math> was revised.</p>

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				<p>To demonstrate, please refer to table below:</p> <table border="1"> <thead> <tr> <th rowspan="2">Hourly Interval</th> <th rowspan="2">Month Ahead</th> <th rowspan="2">Day Ahead</th> <th colspan="2">Binding</th> <th rowspan="2">BQ Declared</th> <th rowspan="2">FM formula based on TOR</th> <th rowspan="2">Proposed formula for FM hours</th> <th rowspan="2">Outage formula based on TOR</th> <th rowspan="2">Proposed formula for Outage hours</th> </tr> <tr> <th>Revised Day Ahead (FM)</th> <th>Final Binding</th> </tr> </thead> <tbody> <tr><td>9</td><td>7</td><td>5</td><td>1</td><td>1</td><td></td><td>0.86</td><td>0.80</td><td>0.80</td><td>-</td></tr> <tr><td>10</td><td>7</td><td>5</td><td>1</td><td>1</td><td></td><td>0.86</td><td>0.80</td><td>0.80</td><td>-</td></tr> <tr><td>11</td><td>7</td><td>5</td><td>1</td><td>1</td><td></td><td>0.86</td><td>0.80</td><td>0.80</td><td>-</td></tr> <tr><td>12</td><td>7</td><td>5</td><td>1</td><td>1</td><td></td><td>0.86</td><td>0.80</td><td>0.80</td><td>-</td></tr> <tr><td>13</td><td>7</td><td>7</td><td>7</td><td>7</td><td></td><td>-</td><td>-</td><td>-</td><td>-</td></tr> <tr><td>14</td><td>7</td><td>7</td><td>7</td><td>5</td><td></td><td>0.29</td><td>-</td><td>0.29</td><td>0.29</td></tr> <tr><td>15</td><td>7</td><td>7</td><td>7</td><td>5</td><td></td><td>0.29</td><td>-</td><td>0.29</td><td>0.29</td></tr> <tr><td>16</td><td>7</td><td>7</td><td>7</td><td>7</td><td></td><td>-</td><td>-</td><td>-</td><td>-</td></tr> <tr><td>17</td><td>7</td><td>7</td><td>7</td><td>7</td><td></td><td>-</td><td>-</td><td>-</td><td>-</td></tr> <tr><td>18</td><td>7</td><td>5</td><td>5</td><td>5</td><td></td><td>0.29</td><td>-</td><td>-</td><td>-</td></tr> <tr><td>19</td><td>7</td><td>5</td><td>5</td><td>5</td><td></td><td>0.29</td><td>-</td><td>-</td><td>-</td></tr> <tr><td>20</td><td>7</td><td>5</td><td>5</td><td>5</td><td></td><td>0.29</td><td>-</td><td>-</td><td>-</td></tr> <tr><td>21</td><td>7</td><td>5</td><td>5</td><td>5</td><td></td><td>0.29</td><td>-</td><td>-</td><td>-</td></tr> <tr> <td align="center" colspan="6">Total</td> <td>5.14</td> <td>3.20</td> <td>3.77</td> <td>0.57</td> </tr> </tbody> </table> <p>Using the FM formula provided in the TOR, outage hours and reduced nominations from MAN to DAN will be treated as FM. On the other hand, using the proposed formula, only the reduced nominations due to FM will be counted for FM hours.</p> <p>Further, using the Outage hours formula provided in the TOR, the outage and the FM will be considered in the calculated outage hours. Whereas, using the proposed formula, only the outage hours will be counted even if there are FM events for that same Trading Day.</p>	Hourly Interval	Month Ahead	Day Ahead	Binding		BQ Declared	FM formula based on TOR	Proposed formula for FM hours	Outage formula based on TOR	Proposed formula for Outage hours	Revised Day Ahead (FM)	Final Binding	9	7	5	1	1		0.86	0.80	0.80	-	10	7	5	1	1		0.86	0.80	0.80	-	11	7	5	1	1		0.86	0.80	0.80	-	12	7	5	1	1		0.86	0.80	0.80	-	13	7	7	7	7		-	-	-	-	14	7	7	7	5		0.29	-	0.29	0.29	15	7	7	7	5		0.29	-	0.29	0.29	16	7	7	7	7		-	-	-	-	17	7	7	7	7		-	-	-	-	18	7	5	5	5		0.29	-	-	-	19	7	5	5	5		0.29	-	-	-	20	7	5	5	5		0.29	-	-	-	21	7	5	5	5		0.29	-	-	-	Total						5.14	3.20	3.77	0.57	
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203	MPGC	<b>SCHEDULE 5 (OMNIBUS SWORN CERTIFICATION)</b>	Please confirm that the Bidders are free to replace the word "Board Resolution No." to "Secretary's Certificate"	For clarification and better understanding of all the bidders.	Confirmed
204	SPI and MPI	<b>Schedule 5</b>  2. I am the authorized representative of [Bidder's Name] No. _____ dated _____, submitted in accordance with the Bidding Procedures are (i) a printout of my government-issued identification card and (ii) a signature (both in longhand and shorthand signatures).	May we be allowed to amend this to say: "I am the authorized representative xxx as per Secretary's Certificate dated xxx"	For clarification and better understanding of all the bidders.	Confirmed
205	EDC	<b>"Schedule 5 Omnibus Sworn Certification"</b>  a. Free and clear of all liabilities (including taxes, custom duties, among others) with the Philippine government as of Bid Submission Date.	We would like to suggest to revise the language as follows:  a. Free and clear of all liabilities (including taxes, custom duties, among others) with the Philippine government, <b>other than those duly contested in good faith</b> , as of Bid Submission Date.	This is to clarify the requirements	Proposal accepted.
206	SPI and MPI	<b>Schedule 5 par 4 (h)</b>	May we be clarified as to why Bidder's affiliates are included, if they have no participation in this CSP.	For clarification and better understanding of all the bidders.	This will be corrected.
207	EDC	<b>Schedule 6a and 6b</b>  "UNDERTAKING TO INCORPORATE A SPECIAL	We would like to clarify if there is a need to submit these documents if the bidder will not be incorporating anything.	This is to clarify the requirements	If the Bidder does not intend to undertake such incorporation as contemplated in Schedules 6a and 6b, then said schedules need not be

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		PURPOSE COMPANY and UNDERTAKING TO INCORPORATE THE CONSORTIUM JOINT VENTURE"			submitted.  Bidders shall submit a sworn Certification of Non-Applicability (use SCHEDULE 22) for any eligibility requirement/s that do not apply to them, including an explanation as to why such requirement/s are not applicable.
208	SPI and MPI	Schedule 7	Please clarify if the Bidder can execute one (1) letter of authorization addressed to all the required government agencies or one (1) letter per agency.	For clarification and better understanding of all the bidders.	One (1) letter of authorization addressed to all required entities/offices shall suffice.
209	EDC	<p><b>Schedule 7 - Authorization Letter</b></p> <p>This is to authorize the National Electrification Administration Special Bids and Awards Committee ("NEA-SBAC") or its representatives to verify, examine, and secure copies of all records on file with your office pertaining to [Name of Bidder] (the "Company").</p>	<p>We propose to revise this portion as follows:</p> <p>.... secure copies of all records on file, limited to Joint CSP, with your office pertaining to [Name of Bidder] (the "Company"), except for Bidder's sensitive or confidential data or information</p>	This is to clarify the requirements	Proposal accepted.

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
210	EDC	<p><b>Schedule 8 - Certificate of Good Standing</b></p> <p>This is to certify that [Name of Bidder] has satisfactorily fulfilled its obligations throughout the duration of its power supply agreement(s) with [insert name of EC/DU].</p>	<p>Can we get Certification from an EC that is part of the NEA Consortium for this CSP?</p>	<p>This is to clarify the requirements</p>	<p>Yes</p>
211	MPI, MPGC	<p><b>SCHEDULE 8: Certificate of Good Standing</b></p>	<p>Please confirm that Bidders are allowed to reword this as follows:</p> <p>This is to further certify that [Name of Bidder] has no record of unsatisfactory performance with [insert name of EC/DU]. Further, during the commercial operations from ___ <b>until the date of execution of this certificate</b> [insert duration of commercial operations with EC/DU], [Name of Bidder ]:</p>	<p>For clarity.</p>	<p>Please see the revised Schedule 8.</p>
212	EDC	<p><b>Schedule 9 - Certification of Non-Affiliation with Members of the NEA-SBAC</b></p> <p>This Certification is likewise based</p>	<p>We propose to remove this portion.</p>	<p>This can be determined through research or communication exchanges, and not necessarily needing to conduct actual interviews.</p>	<p>Proposal accepted.</p>

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		on interviews conducted by [Bidder's Name] with its Board of Directors, management, and officers, all of whom confirmed that they are not aware of any such affiliation or relationship.			
213	EDC	<b>Schedule 10 - Verified Certification of List of BOD</b>	Can bidders put qualifications on Certifications with "as of" date?	This is to clarify the requirements	Please refer to the response to Q67 above.
214	SPI and MPI	<b>Schedule 10 - Verified Certification</b>	Suggest to delete the items 4 and 5.	<p>The requirement to submit details of the Bidder's board of directors is already accomplished with the submission of the GIS.</p> <p>The requirement to include information on the Bidder's ultimate parent company and all related affiliates is not material to the Bidder's qualifications. It may also be redundant as all relevant information in respect of the Bidder are already disclosed in the General Information Sheet.</p> <p>Requiring this submission creates unnecessary duplication and imposes an onerous additional administrative burden on bidders</p>	Please refer to the response to Q67 above.

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				without providing meaningful added value to the evaluation process.	
215	TVI	Section II-09 (Legal Eligibility Requirements), item 17 Verified Certification under Schedule 10	<p>Can we ask for the relevance in requiring the list of BOD of the ultimate parent company and the affiliates?</p> <p>Bidder or bidder's representative is in no position to certify composition of board of directors of entities other than itself. Bidder, its parent, and its affiliates are all distinct companies with separate records. Corsec of parent entity can only certify as to records of the parent while corsec of bidder can only certify composition of board of entity it handles</p>	In lieu of the verified certification, Bidder can submit a copy of its conglomerate map	Please refer to the response to Q67 above.
216	FDCMPC	<p><b>Bidding Procedures Part 2. Sec II-09. Envelope 1, Folder 1-2. Item 1, Schedule 11</b></p> <p>Schedule 11</p>	<p>BIDDER'S GENERATION PORTFOLIO MATRIX</p> <p>Total Installed capacity of the power plant/s in the Philippines, which must meet the prescribed Minimum Installed Capacity Requirements: ___ MW</p>	Please clarify whether under Schedule 11, the Bidder is required to include: (a) all generating plants owned and/or operated by the Bidder and its affiliates, even those plants and units that are not intended to be offered or nominated as part of the Bid.	Please refer to the response to Q78 above.

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217	MPI	<b>SCHEDULE 12 (CERTIFICATION ON UNRESTRICTED NET WORTH)</b>	Suggest to reword as follows:  "Board Resolution No." to "Secretary's Certificate"	For clarification and better understanding of all the bidders.	Bidders may use either.																																																																																											
218	EDC	<b>Schedule 13 NOMINATED POWER PLANT DETAILS</b>	We would like to clarify if bidders are allowed to submit a redacted GCMR showing only the necessary technical details such as kWh generated, no of hours operating, etc.	This is to clarify the requirements	Proposal not accepted.																																																																																											
219	TLI	<b>Schedule 14a</b>  <table border="1" data-bbox="567 867 997 1192"> <thead> <tr> <th rowspan="2">NOMINATED PLANT 1</th> <th colspan="3">HISTORICAL DATA</th> </tr> <tr> <th>2023</th> <th>2024</th> <th>2025</th> </tr> </thead> <tbody> <tr> <td>Name of Plant :</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Plant Type :</td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Unit 1</b></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Scheduled Outages, Days</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Unscheduled Outages, Days</td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Unit 2</b></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Scheduled Outages, Days</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Unscheduled Outages, Days</td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Unit 3</b></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Scheduled Outages, Days</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Unscheduled Outages, Days</td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Unit 4</b></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Scheduled Outages, Days</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Unscheduled Outages, Days</td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Unit 5</b></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Scheduled Outages, Days</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Unscheduled Outages, Days</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Average Plant Outages, Days :</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Plant Availability Factor :</td> <td>100.00%</td> <td>100.00%</td> <td>100.00%</td> </tr> <tr> <td>As Per ERC Resolution :</td> <td>#N/A</td> <td>#N/A</td> <td>#N/A</td> </tr> <tr> <td>PAF Evaluation per Year :</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> </tr> </tbody> </table>	NOMINATED PLANT 1	HISTORICAL DATA			2023	2024	2025	Name of Plant :				Plant Type :				<b>Unit 1</b>				Scheduled Outages, Days				Unscheduled Outages, Days				<b>Unit 2</b>				Scheduled Outages, Days				Unscheduled Outages, Days				<b>Unit 3</b>				Scheduled Outages, Days				Unscheduled Outages, Days				<b>Unit 4</b>				Scheduled Outages, Days				Unscheduled Outages, Days				<b>Unit 5</b>				Scheduled Outages, Days				Unscheduled Outages, Days				Average Plant Outages, Days :				Plant Availability Factor :	100.00%	100.00%	100.00%	As Per ERC Resolution :	#N/A	#N/A	#N/A	PAF Evaluation per Year :	N/A	N/A	N/A	The allowed scheduled and unscheduled outage for each plant type is not aligned with ERC Reso. No. 10 Series of 2020. According to the ITB, Outage allowances should not exceed the prescribed allowable outage based on the said ERC resolution.	Kindly update the allowable outage allowance in the financial bid form to reflect the allowable outage prescribed in ERC Reso No. 10, Series of 2020.	Noted.
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220	TVI	<b>Schedule 14a Technical Bid Form 1</b>	Period hours for 2024 should be 8,784 hours to compute for the Plant Availability Factor.		Noted.																																																																																											

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE BIDDING PROCEDURES**

<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
221	EDC	Schedule 15a and 15b	<p>Will the bidders be provided the excel file for Schedule 15a and 15b?</p> <p>Propose to do away with the Plant Availability Factor. Bidder can already show its capacity to provide and any outages outside the Outage Allowance can be supplier with Bidder.</p>	This is to clarify the requirements	<p>1. The Excel files for Schedules 15a and 15b were included in the Bidding Package furnished to all Prospective Bidders.</p> <p>2. Proposal not accepted.</p>
222	SPI and MPI	Schedule 15a	<p>May we suggest the NEA SBAC to add extra cells or allow the Bidders to add extra cells for the list of regulated off-takers. Kindly confirm that the Bidder is allowed to submit additional worksheets for the complete list of off-takers and for the computation of the total contracted capacities and available capacities and is sufficient for this purpose and compliant pursuant to the Bidding Procedures.</p>	For purposes of complete submission	Noted.

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE BIDDING PROCEDURES**

<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
223	EDC	<b>SCHEDULE 15a, 15b - Technical Bid Form 2 Available capacities from the Bidder's Nominated Power Plant</b>	"In the Off-takers column, for both Regulated Off-Takers and Non-Regulated Off-takers, we propose to withhold the names of the customers due to confidentiality of the data. We propose to use, for Regulated Off-takers: ""Regulated Off-taker 1"", ""Regulated Off-taker 2"", and so on. Similarly for Non-regulated Off-takers, we propose to use, ""Non-regulated Off-taker 1"", ""Non-regulated Off-taker 2"", and so on."	This is to clarify the requirements	Please refer to the response to Q121 above.
224	EDC	<b>Schedule 15c</b>  "6. On behalf of the Bidder, I undertake to submit the following:  a. For each of the Bidder's current regulated off-takers, the relevant ERC Order, Resolution, or Decision showing the contracted capacities and the corresponding contract terms for the Nominated Power Plant/s; and"	We clarify whether a specific template is required for this submission and which contract terms should be included.	This is to clarify the requirements	Please refer to the response to Q90 and Q91 above.

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE BIDDING PROCEDURES**

No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
225	EDC	<p><b>Schedule 15c</b></p> <p>"6. On behalf of the Bidder, I undertake to submit the following:</p> <p>b. For each of the Bidder's current non-regulated off-takers, the relevant PSA for the Nominated Power Plant/s. Any confidential information may be redacted, except for the identities of the contracting parties, the contracted capacities, and the corresponding contract terms, which must remain unredacted."</p>	<p>"We would like to suggest to limit the number of non-regulated customers to be submitted.</p> <p>We would also like to clarify what are the necessary contract terms to be submitted."</p>	This is to clarify the requirements	Please refer to the response to Q90 and Q91 above.
226	EDC	<p><b>Schedule 15c - Certification on Firm BCQs of Nominated Power Plants &amp; Proposed OA</b></p> <p>4. On behalf of the Bidder and to the best of my knowledge, I certify that the matrix/matrices below provides the committed capacities under firm bilateral contracts of its Nominated Power Plant/s covering the years 2027 to 2041 with regulated off-takers (i.e., private distribution utilities or electric cooperatives).</p>	We clarify whether the term 'regulated off-takers' applies exclusively to Electric Cooperatives and Private Distribution Utilities, thus excluding all other entities	This is to clarify the requirements	<p>Power supply contracts with regulated off-takers shall include PSAs with private distribution utilities and electric cooperatives, as well as firm Ancillary Services Procurement Agreement/s with NGCP for Regulating Reserve, Contingency Reserve, and Dispatchable Reserve.</p> <p>The Bidding Procedures have been updated accordingly.</p>

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE BIDDING PROCEDURES**

No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
227	SPI and MPI	<p>Schedule 15c - Certification on Firm Bilateral Contract Quantities of Nominated Power Plant/s and Proposed Outage Allowance</p> <p>1. 1.</p> <p>2. List of firm bilateral contracts</p>	<p>1. Suggest to revise Par. 2 as follows: "xxx as per Board Resolution No. ___ / Secretary's Certificate" _____</p> <p>2. We suggest that for the list of non-regulated entities, the Bidder should be permitted to withhold the identity of the counterparties, for compliance with confidentiality obligations of the Bidder.</p>	<p>1. To ensure that the BCQs of the Nominated Plant is listed, and _____</p> <p>2. To ensure that Bidder does not commit a breach of the confidentiality provisions of its power contracts with non-regulated entities.</p>	<p>1. Proposal accepted.</p> <p>2. Please refer to the response to Q90 and Q91 above.</p>
228	MPGC	<p>SCHEDULE 15c (CERTIFICATION ON FIRM BILATERAL CONTRACT QUANTITIES OF NOMINATED POWER PLANT/S AND PROPOSED OUTAGE ALLOWANCE)</p>	<p>Please confirm that the Bidders are free to replace the word "Board Resolution No." to "Secretary's Certificate"</p>	<p>For clarification and better understanding of all the bidders.</p>	<p>Confirmed</p>
229	EDC	<p>"Schedule 15c CERTIFICATION ON FIRM BILATERAL CONTRACT QUANTITIES OF NOMINATED POWER PLANT/S AND PROPOSED OUTAGE</p>	<p>We propose to change the, in the table under item 5, the column title in the second column from Regulated Off-taker Name to <b>Non-regulated Off-taker Name</b></p>	<p>This is to clarify the requirements</p>	<p>Noted.</p>

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE BIDDING PROCEDURES**

No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		ALLOWANCE ... 5. On behalf of the Bidder and to the best of my knowledge, I certify that the committed capacities under firm bilateral contracts of its Nominated Power Plant/s covering the years 2027 to 2041 with non-regulated off-takers (i.e., Retail Electricity Suppliers and other generators, if any) are as follows:"			
230	TLI	SCHEDULE 15c	Suggest to include ASPA PSAs		Proposal accepted.
231	EDC	<b>"SECTION II-10: TECHNICAL PROPOSAL AND TECHNICAL PROPOSAL EVALUATION, Item No. 5,</b>  Schedule 16" 5. The Bidder shall submit a Sworn Certification detailing the insurance policies taken for the Nominated Power Plant/s for 2027 to 2041 (use SCHEDULE 16).	"May we clarify the reason for this details on the insurance policies? What are the specific risks is the BAC contemplating in relation to the insurances? "	This is to clarify the requirements	Please refer to the updated SCHEDULE 16
232	EDC	<b>Schedule 16 - Certification on Insurance Policies</b>  4. I hereby certify that the	We clarify whether the insurance policies must only remain valid until 31 December 2026 or if there are specific conditions for their	This is to clarify the requirements	Please refer to the updated SCHEDULE 16

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE BIDDING PROCEDURES**

No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		Nominated Power Plant/s has/have insurance policies at least valid until 31 December 2026. The specific insurance policies taken for the Nominated Power Plant/s are as follows:	renewal, and which specific types of insurance are required for this submission		
233	EDC	<p><b>Schedule 16 - Certification on Insurance Policies</b></p> <p>4. I hereby certify that the Nominated Power Plant/s has/have insurance policies at least valid until 31 December 2026. The specific insurance policies taken for the Nominated Power Plant/s are as follows:</p>	May we know what does "at least valid until 31 December 2026" mean? Does this pertain to Insurance Policies that are still effective and not expired as of this date?	This is to clarify the requirements	Please refer to the updated SCHEDULE 16
234	SPI, MPI, MPGC	<b>Schedule 16</b>	Please confirm that the Bidders will only declare the valid and existing insurance policies at the bid submission date and is sufficient for this purpose and compliant pursuant to the Bidding Procedures.	For clarification and better understanding of all the bidders.	Please refer to the updated SCHEDULE 16
235	MPI	Schedule 16 Certification on Insurance Policies	Suggest to reword as follows:  "Board Resolution No." to "Secretary's Certificate"	For clarification and better understanding of all the bidders.	Confirmed

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE BIDDING PROCEDURES**

No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
236	MPGC	SCHEDULE 16 (CERTIFICATION ON INSURANCE POLICIES)	Please confirm that the Bidders are free to replace the word "Board Resolution No." to "Secretary's Certificate"	For clarification and better understanding of all the bidders.	Confirmed
237	MPI	SCHEDULE 17 (CERTIFICATION ON NON-FUEL COMMODITY COSTS)	Suggest to reword as follows: "Board Resolution No." to "Secretary's Certificate"	For clarification and better understanding of all the bidders.	Confirmed
238	MPGC	SCHEDULE 17 (CERTIFICATION ON NON-FUEL COMMODITY COSTS)	Please confirm that the Bidders are free to replace the word "Board Resolution No." to "Secretary's Certificate"	For clarification and better understanding of all the bidders.	Confirmed
239	EDC	<b>Schedule 17 Certification on Non-Fuel Commodity Cost</b>	If Bidder does not intend to have any such pass through cost, may this be considered as not applicable to the Bidder?	This is to clarify the requirements	Confirmed
240	SPI and MPI	<b>Schedule 18 Financial Bid Form</b>	The formula currently covers only dollar denominated non-fuel commodity costs. However, certain costs reflected in the actual invoice are denominated in Philippine Peso. We suggest that the Peso-denominated component also be considered, and that corresponding cells be provided in Schedule 14 –	For clarification and better understanding of all the bidders.	Proposal accepted.  Please refer to the revised Schedule 18

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE BIDDING PROCEDURES**

No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
			Financial Bid Form where these costs may be inputted.		
241	EDC	Schedule 18 "Schedule 14a and 15a - Technical Bid Forms for Lot 1, Schedule 14b and 15b - Technical Bid Forms for Lot 2, Schedule 18 - Financial Bid Form"	Can the NEA SBAC schedule a meeting to discuss the details of the Technical and Financial Bid Forms and show a walkthrough on how to use the forms BEFORE THE DATE OF submission of additional queries, i.e. before May 19?		Proposal not accepted.
242	EDC	<b>Schedule 19 Certification on Fuel Commodity Cost</b>	If Bidder does not intend to have any Fuel Cost component in its offer, may this be considered as not applicable to the Bidder?	This is to clarify the requirements	Confirmed.
243	MPI	SCHEDULE 19 (CERTIFICATION ON FUEL COMMODITY COSTS)	Suggest to reword as follows:  "Board Resolution No." to "Secretary's Certificate"	For clarification and better understanding of all the bidders.	Confirmed.
244	MPGC	SCHEDULE 19 (CERTIFICATION ON FUEL COMMODITY COSTS)	Please confirm that the Bidders are free to replace the word "Board Resolution No." to "Secretary's Certificate"	For clarification and better understanding of all the bidders.	Confirmed.
245	MPI	SCHEDULE 20 (SWORN CERTIFICATION ON FIXED NFCC PRICE)	Suggest to reword as follows:  "Board Resolution No." to "Secretary's Certificate"	For clarification and better understanding of all the bidders.	Confirmed.

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE BIDDING PROCEDURES**

No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
246	MPGC	SCHEDULE 20 (SWORN CERTIFICATION ON FIXED NFCC PRICE)	Please confirm that the Bidders are free to replace the word "Board Resolution No." to "Secretary's Certificate"	For clarification and better understanding of all the bidders.	Confirmed.
247	EDC	<b>Schedule 20 Certification of Fixed NFCC Price</b>	If Bidder does not intend to have any Fuel Cost component in its offer, may this be considered as not applicable?	This is to clarify the requirements	Confirmed.
248	MPI	SCHEDULE 21 (PAYMENT OF ADDITIONAL NON-REFUNDABLE PARTICIPATION FEES)	Suggest to reword as follows:  "Board Resolution No." to "Secretary's Certificate"	For clarification and better understanding of all the bidders.	Confirmed.
249	MPGC	SCHEDULE 21 (PAYMENT OF ADDITIONAL NON-REFUNDABLE PARTICIPATION FEES)	Please confirm that the Bidders are free to replace the word "Board Resolution No." to "Secretary's Certificate"	For clarification and better understanding of all the bidders.	Confirmed.
250	SPI and MPI	Schedule 22 – Certification of Non-Applicability	Suggest to reword as follows:  Board Resolution No.____ / Secretary's Certificate	For clarification and better understanding of all the bidders.	Confirmed.
251	MPGC	SCHEDULE 22 (CERTIFICATION OF NON-APPLICABILITY)	Please confirm that the Bidders are free to replace the word "Board Resolution No." to "Secretary's Certificate"	For clarification and better understanding of all the bidders.	Confirmed.

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE BIDDING PROCEDURES**

<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
252	EDC	<p>SECTION II-11: FINANCIAL PROPOSAL</p> <p>Schedule 17 - Certification on Non-Fuel Commodity Cost</p> <p>Schedule 19 - Certification on Fuel Commodity Cost</p> <p>Schedule 20 - Certification of Fixed NFCC Price</p> <p>Schedule 22 - Certification of Non-Applicability</p>	<p>"If the Bidder will not offer a Fuel Cost for the portion in its Bid Price Components in the Bid Submission, which as NEA SBAC confirmed during the Pre-Bid Conference Schedules 17, 19 and 20 will not be required to submit for the Bidder.</p> <p>Since Schedule 22 (Certification of Non-Applicability) is only for Eligibility Requirements, we would like to confirm that we need not list Schedules 17, 19 and 20 in Schedule 22. And not submitting Schedules 17, 19 and 20 will already be self-explanatory with a blank (or zero) fuel price input in the Schedule 18 - Financial Bid Form"</p>	This is to clarify the requirements	Confirmed
253	FDCMPC	<p><b>Bidding Procedures Part 2. Sec II-08. Item 13</b> (Para. 5)</p> <p>Further, Bidders must submit to the NEA-SBAC one (1) complete photocopy set of the contents of the Main Envelope/s and its sub-envelopes and folders. For the purpose of determining the</p>	Bidders must submit to the NEA-SBAC one (1) complete photocopy set of the contents of the Main Envelope/s and its sub-envelopes and folders.	When and how these photocopies be submitted? Shall this be enclosed in the sealed envelopes together with the original copies?	The photocopy set shall be submitted together with the Main Envelope/s. It need not be enclosed in the same sealed folders as the original documents, provided that the photocopy set is clearly identified and submitted as a complete separate set for reference purposes.

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE BIDDING PROCEDURES**

<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
		Bidder's compliance with the requirements of this Transaction, only the original and physical Main Envelope/s and its respective sub-envelopes and folders shall be considered. The photocopy set is for reference purposes only. After the Bid Opening Date, the photocopy set shall be returned to the Bidders.			
254	GNPK	<p><b>Section II-09 Legal Eligibility Documents</b></p> <p>1. Board Resolution or Secretary's Certificate evidencing the grant of authority to the Bidder's Authorized Representative to execute and submit the Expression of Interest, Confidentiality Undertaking and Consent Form for Data Privacy, and receive the Transaction Documents. The Board Resolution or Secretary's Certificate must expressly contain the foregoing authorizations.</p>	Please confirm if we can use the Secretary's Certificate we previously submitted along with the Expression of Interest?		The Bidder may use the same corporate authorities it submitted provided the same grants of authority to the Bidder's Authorized Representative to execute and submit the Expression of Interest, Confidentiality Undertaking and Consent Form for Data Privacy, and receive the Transaction Documents,

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE BIDDING PROCEDURES**

No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
255	EDC	SECTION II-09: ELIGIBILITY REQUIREMENTS, Envelope 1, Folder 1-1 Legal Eligibility Documents, ... 2. Board Resolution or Secretary's Certificate evidencing the grant of authority to the Bidder's Authorized Representative to: a. receive all Bid Bulletins... c. act for and on behalf of the Bidder during the opening and evaluation of Bids, post-qualification, and on all matters to be taken in the Transaction.	Our existing Sec Cert though complete and substantially compliant is not as explicit as the prescribed language in the Bidding Procedures, may Bidder provide a new Sec Cert to comply and just attach the existing earlier Sec Cert?	The new Sec Cert is for the purpose of Compliance to assure compliance for Bid Submission	The Bidder may submit a new Board Resolution or Secretary's Certificate that expressly grants the required authority to its Authorized Representative. The earlier Secretary's Certificate may be attached as supporting reference, provided that the new corporate document sufficiently complies with the requirements of the Bidding Procedures.
256	FDCMPC	<b>Bidding Procedures Part 2. Sec II-09. Envelope 1, Folder 1-2. Item 2</b>  1 The Bidder shall submit, for its power plant, the Generation Company Management Reports ("GCMR") for the period 2021 to 2025 together with proof of filing thereof with the ERC. The Bidder may also submit the corresponding DOE Monthly Operational Reports ("MOR") for the same period in	If the Bidder relies on the qualifications of its Affiliate to satisfy the Technical Eligibility Requirements, it shall likewise submit the corresponding GCMRs filed with the ERC for the power plant or plants of such Affiliate for the same period, and may also submit the corresponding DOE MORs of such Affiliate in support thereof.	Please clarify whether bidder(s), despite participating as a Physical Plant CSP or nominating a specific plant, may use the eligibility credentials or requirements of their affiliates for purposes of qualification. (especially on the installed capacity)  Please also clarify, that the Affiliate that satisfies the Technical Requirement will also be binding and its capacity will be	1. The Bidder may use the qualifications of its Affiliate to comply with the Technical Eligibility Requirements for this Transaction. In such case, the Bidder must present proof to establish that the cited entity is indeed its Affiliate by submitting an Affidavit of Affiliation.  2. Reliance on an Affiliate's qualifications is for technical eligibility purposes only.

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE BIDDING PROCEDURES**

No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	SBAC Response
		<p>support of its compliance with the five (5)-year experience requirement.</p> <p>2 If the Bidder relies on the qualifications of its Affiliate to satisfy the Technical Eligibility Requirements, it shall likewise submit the corresponding GCMRs filed with the ERC for the power plant or plants of such Affiliate for the same period, and may also submit the corresponding DOE MORs of such Affiliate in support thereof.</p>		part of the PSA.	
257	FDCMPC	<b>Bidding Procedures Part 2. Sec II-10. Item 2. Bullet 3</b>	The Bidder's Nominated Power Plant must have the required PAF in at least one (1) year within 2023 to 2025.	For consistency with other requirements that require five (5) years of data (e.g., track record, GMCR, etc.), we suggest that the PAF likewise be evaluated based on five-year data covering 2021–2025.	Please refer to the response to Q89.
258	MPGC	<b>SECTION II-10: TECHNICAL PROPOSAL AND TECHNICAL PROPOSAL EVALUATION</b>  2. Requirement	If the nominated power plant has been in operation for more than 1 year but less than 3 years, please confirm that the bidder is allowed to submit only the available	For clarification and better understanding of all the bidders.	Correct.

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE BIDDING PROCEDURES**

<b>No.</b>	<b>Name of Interested Bidder</b>	<b>Provision</b>	<b>Comment or Suggested Amendment</b>	<b>Explanation for the Comment or Suggested Amendment</b>	<b>SBAC Response</b>
		<ul style="list-style-type: none"> <li>● As of Bid Submission Date, the Bidder's Nominated Physical Power Plant/s must be technically capable of producing the Bidder's maximum Offered Contract Capacity for this Transaction.</li> </ul> <p>xxx</p>	GCMRs, provided that the nominated plant met the required PAF for at least 1 year within the period 2023 to 2025.		

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
TO THE POWER SUPPLY AGREEMENT**

No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	Initial Response / Comment
1	FDCMPC	<b>General</b>	<p>We would like to confirm if the draft PSA is based on the template found in ERC Reso No. 16, S. 2023 or ERC Reso No. 7, S. 2026?</p> <p>If not, may we request clarification on which portions have been amended?</p>		The draft PSA is based on ERC Resolution No. 7, S. 2026.
2	GNPK	<b>General</b>	We would like to inquire whether, during the PSA negotiation and review, the winning bidder is allowed to comment on and suggest revisions to the draft PSA, subject to both parties' acceptance?		<p>In general, yes. However, any comments or proposed revisions to the draft PSA should be submitted for review and approval by the NEA-SBAC.</p> <p>The Winning Bidder and the Member ECs per Lot may agree on changes to the draft PSA, which changes must clearly result to terms more favorable to the consumers.</p>
3	MPI and MPGC	<b>General Comment</b>	Please confirm that the draft PSA is still subject to negotiation with the Winning Bidder.	For clarification and better understanding of all the bidders.	Please refer to the response to Q2.
4	GNPK	<b>Section 2. Sale and Purchase of Energy / Capacity</b>	Could the SBAC kindly clarify whether there will be any allowable adjustment mechanism for the Contracted Capacity during the		Any increase in the Contract Capacity as provided in the Transaction Documents shall be disallowed.

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		Subject to and in accordance with the terms of this Agreement, Seller shall make available and sell to Buyer, and Buyer shall purchase from the Seller for the consideration described in <b>SECTION 10</b> , the Contract Capacity from and after the Delivery Date until the expiry of the Term, unless sooner terminated in accordance with this Agreement and upon approval by the ERC.	term of the PSA in consideration of changes in the Member EC's actual demand profile, system losses, or customer migration?		However, adjustments to the Contract Capacity are found in Sections 8.1 to 8.3 of the draft PSA. All other adjustments shall not be allowed.
5	GNPK	<p><b>3.1 Contract Term</b></p> <p>This Agreement shall take effect immediately from the Effective Date, and from such date shall remain in force and effect for [Member EC's contract Term as per the Transaction Documents] from Delivery Date unless sooner terminated in accordance with this Agreement and upon approval by the ERC.</p>	May the SBAC clarify whether the Contract Capacity is considered firm, dispatchable, or subject to nomination schedules?		<p>The Contract Capacity must always be firm (as opposed to non-firm) and dispatchable (as opposed to intermittent).</p> <p>During PSA implementation, the parties shall follow Schedule 4 (BCQ Nomination Protocol) and the 65% monthly minimum CUF requirement.</p>
6	GNPK	<p><b>3.2 Effective Date</b></p>	1. Please clarify whether the PSA shall become effective upon signing by the Parties or only upon		1. The Effective Date occurs only upon satisfaction of the conditions under Section 3.2. However, the

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		<p>Except for the obligation to deliver the Contract Capacity, the Parties' rights and obligations under this Agreement shall commence on the Effective Date, which shall be the date upon which all of the following conditions are satisfied:</p> <p style="padding-left: 40px;">a. <b>Corporate Approvals.</b> xxx b. <b>Government Authorizations.</b> xxx</p> <p>Within five (5) Business Days after the satisfaction of the conditions referred to in <b>SECTION 3.2</b>, each Party shall send a written notice to the other Party confirming satisfaction of such conditions and indicating the Effective Date.</p>	<p>ERC approval, and kindly confirm the intended treatment of provisional authority, if applicable.</p> <p>2. We respectfully request clarification on the allocation of risks and liabilities arising from delays in ERC approval, including the treatment of interim supply obligations and recovery of associated costs.</p>		<p>obligation to supply the Contract Capacity does not commence on the Effective Date, but only on the Delivery Date.</p> <p>2. ERC approval is a condition precedent to the commencement of power supply. Accordingly, there shall be no interim supply pending ERC approval, and no cost recovery until the parties/applicants receive the ERC's approval to implement the PSA.</p>
7	SPI, MPI	<p><b>3.2 Effective Date</b></p> <p>Except for the obligation to deliver the Contract Capacity, the Parties' rights and obligations under this Agreement shall commence on the Effective Date, which shall be the date upon which all of the following conditions are satisfied:</p>	<p>Suggest to amend the provision to the following:</p> <p><b>The Agreement shall be binding on the parties upon signing ('Execution Date'), provided that the following requirements are already present:</b></p>	<p>3.2 Effective Date</p> <p>The corporate approvals authorizing a) the execution of the agreement and b) the signatories to represent the party, and the government approvals allowing the Seller to supply the contract capacity, should already be</p>	<p>Proposal accepted.</p>

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		<p>a. <b>Corporate Approvals.</b> xxx  b. <b>Government Authorizations.</b> xxx</p> <p>Within five (5) Business Days after the satisfaction of the conditions referred to in <b>SECTION 3.2</b>, each Party shall send a written notice to the other Party confirming satisfaction of such conditions and indicating the Effective Date.</p>	<p>a. Corporate Approvals xxx  Government Authorizations xxx</p>	<p>completed when the agreement is signed. If the authorizations are not complete, the agreement is <i>ultra vires</i>.</p>	
8	MPI and SPI	<p><b>SECTION 3. TERM</b></p> <p><u>3.3 Delivery Date</u></p> <p>The Seller shall commence delivery of the Contract Capacity provided in <b>SCHEDULE 2</b> to Buyer on Delivery Date. The Delivery Date shall be the later of either:</p> <p>a. [Member EC's target delivery date as per the Transaction Documents]; or  b. The next immediate 26th day of the month following</p>	<p><b>Suggest to revise as follows:</b></p> <p>3.3 Delivery Date</p> <p>The Seller shall commence delivery of the Contract Capacity provided in SCHEDULE 2 to Buyer, and Buyer shall commence purchase from the Seller of the Contract Capacity, on Delivery Date. The Delivery Date shall be a date, after Effective Date, reckoned from the later of <del>either</del>:</p>		Proposal not accepted.

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		<p>the ERC's issuance of a Provisional Authority or Interim Relief to implement the Agreement, as applicable, or Final Authority to implement the Agreement, if neither Provisional Authority nor Interim Relief was issued.</p>	<p>a. [Member EC's target delivery date as per the Transaction Documents]; or  b. The next immediate 26th day of the month following receipt by Buyer from the ERC's issuance of a Provisional Authority (PA) or Interim Relief (IR) <del>to implement the Agreement</del>, as applicable, or Final Authority <del>to implement the Agreement</del>, if neither Provisional Authority PA nor an IR <del>Interim Relief</del> was issued.</p> <p>In any event that the ERC approval shall not have been obtained by the Parties within six (6) months from the filing of the ERC Application, the Parties shall meet and discuss, within seven (7) Days thereafter, regarding the supply of power to the Buyer, including, but not limited to, the filing with the ERC of a motion for early resolution of the ERC Application.</p>		
9	EDC	<p><b>SECTION 3. TERM</b></p> <p><u>3.3 Delivery Date</u></p>	<p>"We propose the following amendment taking into consideration the possibility of an</p>	<p>This is to introduce revisions in the PSA to guide both Parties.</p>	<p>Proposal not accepted.</p>

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		<p>The Seller shall commence delivery of the Contract Capacity provided in <b>SCHEDULE 2</b> to Buyer on Delivery Date. The Delivery Date shall be the later of either:</p> <p>a. [Member EC's target delivery date as per the Transaction Documents]; or</p> <p>b. The next immediate 26th day of the month following the ERC's issuance of a Provisional Authority or Interim Relief to implement the Agreement, as applicable, or Final Authority to implement the Agreement, if neither Provisional Authority nor Interim Relief was issued.</p>	<p>ERC appeal prior to the Delivery Date:</p> <p>3.3 Delivery Date</p> <p>The Seller shall commence delivery of Contract Capacity to Buyer on Delivery Date. The Delivery Date shall be a date, after Effective Date, which is the latest of:</p> <p>(a) [Member EC's target delivery date as per the Transaction Documents] or</p> <p>(b) The next immediate 26th day of the month following the ERC's issuance of a Provisional Authority or Interim Relief to implement the Agreement, as applicable, or Final Authority to implement the Agreement, if neither Provisional Authority nor Interim Relief was issued or</p> <p><u>(c) resolution of all pending incidents including appeals and the confirmation of Parties that all Conditions Precedent for Supply have been complied with."</u></p>		

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10	GNPK	<b>Section 4. ERC Approval and Regulatory Compliance</b>	<p>1. Kindly confirm that ERC approval of the PSA shall constitute a condition of precedent to the effectivity and implementation of the Agreement.</p> <p>2. Kindly clarify the parties' obligations in the event the ERC requires modifications to commercial or technical provisions of the PSA prior to approval.</p> <p>3. Please clarify the remedies available to both parties in case of significant delays in ERC approval beyond the expected regulatory timeline.</p>		<p>1. The ERC approval is a condition precedent prior to the commencement of power supply.</p> <p>2. The Member ECs and the Winning Bidder shall comply with the directives of the ERC, without prejudice to the appropriate remedies available under the prevailing ERC rules.</p> <p>3. There are remedies under ERC Resolution 7, series of 2026 that prevent significant delays in ERC approval.</p>
11	MPI and SPI	<b>SECTION 4. ERC APPROVAL AND REGULATORY COMPLIANCE</b>	<p><b>Suggest to add:</b></p> <p>4.2 xxx</p> <p>4.3. In the event that ERC issues any decision on the ERC Application which effectively modifies or amends any of the terms of the Agreement including provisions on amounts payable under the Agreement, and which</p>	<p>We suggest to insert a new provision which will be Section 4.3.</p> <p>This provision allows the adversely affected Party to move for the reconsideration of the ERC Decision.</p>	Proposal not accepted.

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			<p>requires an amendment thereof, the affected Party shall file a Motion for Reconsideration of such decision within fifteen (15) Days from receipt thereof, and before the decision attains finality.</p> <p><del>4.3</del> 4.4 Failure, inability, or refusal of the Seller, without justifiable cause, to join in the timely filing of the ERC Application, shall render it liable to pay a penalty equivalent to one-tenth (1/10) of one percent (1%) of the Total Contract Cost for every day of delay, reckoned from the lapse of the prescribed period until actual compliance, provided that the aggregate amount of such penalties shall in no case exceed five percent (5%) of the Total Contract Cost. Further, in addition to the said penalty, the Performance Security of the Seller shall be forfeited in full in favor of the Buyer.</p> <p>4.4 4.5 xxx</p>		

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12	SPI, MPI	<p><b>Section 4. ERC Approval and Regulatory Compliance</b></p> <p>4.3 Failure, inability, or refusal of the Seller, without justifiable cause, to join in the timely filing of the ERC Application, shall render it liable to pay a penalty equivalent to one-tenth (1/10) of one percent (1%) of the Total Contract Cost for every day of delay, reckoned from the lapse of the prescribed period until actual compliance, provided that the aggregate amount of such penalties shall in no case exceed five percent (5%) of the Total Contract Cost. Further, in addition to the said penalty, the Performance Security of the Seller shall be forfeited in full in favor of the Buyer.</p>	<p>We suggest to add the phrase:</p> <p>Failure, inability or refusal of the Seller to join in the timely filing of the ERC Application xxx every day of delay, <b>provided, that the delay (if any) is not caused by nor attributable to the BUYER xxx</b></p>	<p>4.3 Failure, inability or refusal of the Seller to join in the timely filing of the ERC Application xxx every day of delay xxx</p> <p>The Seller should be penalized only if the delay in the filing is attributable to it.</p>	Proposal accepted.
13	CEDC	<p><b>Section 4. ERC Approval and Regulatory Compliance</b></p> <p>4.3 Failure, inability, or refusal of the Seller, without justifiable cause, to join in the timely filing of the ERC Application, shall render it</p>	<p>4.3 Failure, inability, or refusal of either party, without justifiable cause, to join in the timely filing of the ERC Application, shall render it</p>	<p>We note that the joint application of the PSA should be filed with the ERC within the period prescribed in the 2023 CSP Guidelines (as amended). As such, non-compliance with the timelines may expose the PSA Application to</p>	<p>1.Omission of “<i>Further, in addition to the said penalty, the Performance Security of the Seller shall be forfeited in full in favor of the Buyer</i>” is not accepted</p>

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		liable to pay a penalty equivalent to one-tenth (1/10) of one percent (1%) of the Total Contract Cost for every day of delay, reckoned from the lapse of the prescribed period until actual compliance, provided that the aggregate amount of such penalties shall in no case exceed five percent (5%) of the Total Contract Cost. Further, in addition to the said penalty, the Performance Security of the Seller shall be forfeited in full in favor of the Buyer.	liable to pay a penalty equivalent to one-tenth (1/10) of one percent (1%) of the Total Contract Cost for every day of delay, reckoned from the lapse of the prescribed period until actual compliance, provided that the aggregate amount of such penalties shall in no case exceed five percent (5%) of the Total Contract Cost. <del>Further, in addition to the said penalty, the Performance Security of the Seller shall be forfeited in full in favor of the Buyer.</del>	denial by the ERC. In addition, we would like to recommend the addition of a provision that contemplates a situation wherein it is the BUYER who fails/refuses to join in the timely filing of the ERC Application.	2. The following shall be added to Section 4.3:  "If the failure to timely file the ERC Application is due to Buyer's failure, inability, refusal, or delay, without justifiable cause, to provide or comply with the ERC requirements, Buyer shall be liable for and shall indemnify Seller against any fines, penalties, or demerits imposed by the ERC."
14	EDC	<b>"SECTION 4. ERC APPROVAL AND REGULATORY COMPLIANCE</b>  Sec. 4.3 Failure, inability, or refusal of the Seller, without justifiable cause, to join in the timely filing of the ERC Application, shall render it liable to pay a penalty equivalent to one-tenth (1/10) of one percent (1%) of the Total Contract Cost for every day of delay, reckoned from the lapse of the prescribed period until	"Proposed revision to consider only reasons within Seller's control:  Sec. 4.3 Failure, inability, or refusal of the Seller, without justifiable cause, and <u>solely due to reasons within the Seller's control</u> , to join in the timely filing of the ERC Application, shall render it liable to pay a penalty equivalent to one-tenth (1/10) of one percent (1%) of the Total Contract Cost for every day of delay, reckoned from the lapse of the prescribed period	This is to clarify reason prior to imposition of penalty.	Proposal not accepted.

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		actual compliance, provided that the aggregate amount of such penalties shall in no case exceed five percent (5%) of the Total Contract Cost. Further, in addition to the said penalty, the Performance Security of the Seller shall be forfeited in full in favor of the Buyer."	until actual compliance, provided that the aggregate amount of such penalties shall in no case exceed five percent (5%) of the Total Contract Cost, which shall be drawn from the . <u>Further, in addition to the said penalty</u> , the Performance Security of the Seller <del>shall be forfeited</del> in full in favor of the Buyer."		
15	MPI	<p><b>SECTION 4. ERC APPROVAL AND REGULATORY COMPLIANCE</b></p> <p>Sec. 4.3 Failure, inability, or refusal of the Seller, without justifiable cause, to join in the timely filing of the ERC Application, shall render it liable to pay a penalty equivalent to one-tenth (1/10) of one percent (1%) of the Total Contract Cost for every day of delay, reckoned from the lapse of the prescribed period until actual compliance, provided that the aggregate amount of such penalties shall in no case exceed five percent (5%) of the Total</p>	<p>Suggest to reword as follows:</p> <p>4.3 Failure, inability, or refusal of the Seller, without justifiable cause, to join in the timely filing of the ERC Application, shall render it liable to pay a penalty equivalent to one-tenth (1/10) of one percent (1%) of the Total Contract Cost for every day of delay, reckoned from the lapse of the prescribed period until actual compliance, provided that the aggregate amount of such penalties shall in no case exceed five percent (5%) of the Total Contract Cost; and provided, further, that the delay (if any) is not caused by nor attributed by the</p>	<p>The highlighted portions were inserted to expressly provide that the "Pre-filing" date is the reckoning date for determining any alleged delay.</p> <p>We urge the deletion of the last clause, to preserve the integrity of the character and function of the Performance Security – which is not a penalty took but a security for faithful performance by the Seller.</p>	Please refer to the response to Q13.

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		Contract Cost. Further, in addition to the said penalty, the Performance Security of the Seller shall be forfeited in full in favor of the Buyer."	<p>Buyer. For the avoidance of doubt, the successful "pre-filing" of the ERC Application shall be considered as the commencement of the ERC's PSA Application process.</p> <p><del>Further, in addition to the said penalty, the Performance Security of the Seller be forfeited in full in favor of the Buyer.</del></p>		
16	SPI	<p><b>SECTION 4. ERC APPROVAL AND REGULATORY COMPLIANCE</b></p> <p>Sec. 4.3 Failure, inability, or refusal of the Seller, without justifiable cause, to join in the timely filing of the ERC Application, shall render it liable to pay a penalty equivalent to one-tenth (1/10) of one percent (1%) of the Total Contract Cost for every day of delay, reckoned from the lapse of the prescribed period until actual compliance, provided that the aggregate amount of such penalties shall in no case exceed</p>	<p>Proposed revision:</p> <p>4.3 Failure, inability, or refusal of the Seller, without justifiable cause, to join in the timely filing of the ERC Application, shall render it liable to pay a penalty equivalent to one-tenth (1/10) of one percent (1%) of the Total Contract Cost for every day of delay, reckoned from the lapse of the prescribed period until actual compliance; provided, that the aggregate amount of such penalties shall in no case exceed five percent (5%) of the Total Contract Cost; <b>and provided, further, that the delay (if any) is</b></p>	<p>The highlighted portions were inserted to expressly provide that the "Pre-filing" Date is the reckoning date for determining any alleged delay.</p> <p>We urge the deletion of the last clause, to preserve the integrity of the character and function of the Performance Security—which is not a penalty took but a security for faithful performance by the Seller.</p>	Please refer to the response to Q13.

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		five percent (5%) of the Total Contract Cost. Further, in addition to the said penalty, the Performance Security of the Seller shall be forfeited in full in favor of the Buyer."	<p><b>not caused by nor attributable to the BUYER.</b></p> <p><b>For the avoidance of doubt, the successful "pre-filing" of the ERC Application shall be considered as the commencement of the ERC Application filing process.</b></p> <p><del>In addition to the said penalty, the Performance Security of the Seller may be forfeited in full in favor of the Buyer.</del></p>		
17	EDC	<p>"SECTION 4. ERC APPROVAL AND REGULATORY COMPLIANCE</p> <p>Sec. 4.3 Failure, inability, or refusal of the Seller, without justifiable cause, to join in the timely filing of the ERC Application, shall render it liable to pay a penalty equivalent to one-tenth (1/10) of one percent (1%) of the Total Contract Cost for every day of delay, reckoned from the lapse of the prescribed period until actual compliance, provided that</p>	<p>"Proposed addition to mutualize penalty to Buyer for fairness:</p> <p>Sec. 4.4 Failure, inability, or refusal of the Buyer, without justifiable cause, and solely due to reasons within the Buyer's control, to join in the timely filing of the ERC Application, shall render it liable to pay a penalty equivalent to one-tenth (1/10) of one percent (1%) of the Total Contract Cost for every day of delay, reckoned from the lapse of the prescribed period until actual compliance, provided</p>	This is to mutualize the provision	Please refer to the response to Q13.

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		the aggregate amount of such penalties shall in no case exceed five percent (5%) of the Total Contract Cost. Further, in addition to the said penalty, the Performance Security of the Seller shall be forfeited in full in favor of the Buyer."""	that the aggregate amount of such penalties shall in no case exceed five percent (5%) of the Total Contract Cost. Further, in addition to the said penalty, the Security Deposit of the Buyer shall be forfeited in full in favor of the Seller.  Note: Security Deposit of the Buyer is also proposed in relation to the mutualized provision"		
18	EDC	SECTION 4. ERC APPROVAL AND REGULATORY COMPLIANCE	We propose to insert appeal procedure and supply consideration for both Parties in cases where ERC shall disapprove or modify provisions relating to Contract Price:  Section 4.4 If, in connection with the ERC application, the ERC should order or decide that any provision relating to the Contract Price under this Agreement be disapproved or be approved subject to modifications ("Conditional Approval"):	This is to introduce revisions in the PSA to guide both Parties.	Proposal not accepted.  The appropriate remedies under ERC Resolution No. 7, Series of 2026 remain available to the Member EC, the Winning Bidder, or both, as applicable. Accordingly, there is no need to insert a separate appeal procedure in the PSA.

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			<p>a) In case of both Parties' acceptance of the Conditional Approval:</p> <p>The Parties shall agree to negotiate in good faith with a view to amending the Agreement in order to comply with the terms of such order or decision of the ERC. Until the Parties have agreed on the necessary amendments and such amendments have been approved by the ERC, the Parties agree that if such rate approved by the ERC is lower than the base Contract Price but higher than the Contract Price reduced by PPD , the percentage discount will be adjusted accordingly such that the resulting Contract Price as discounted shall not be lower than the Contract Price originally applied for. Should ERC disallow adjustment on the PPD, provisions under b (i) below shall apply.</p> <p>b) In case of a Party's non-acceptance of Conditional Approval:</p>		

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			<p>(i) Such non-accepting Party may file a motion for reconsideration, provided the adjustments sought in a motion for reconsideration must not be higher or lower than the Contract Price agreed in this Agreement; and</p> <p>(ii) Pending the resolution thereof by the ERC, Seller shall not be obligated to supply and/or cause the supply of the Contract Capacity to Buyer and Buyer shall not be obligated to accept delivery of the Contract Capacity if the reduction from the Contract Price under the Conditional Approval is more than [PPD Amount] Php/kWh. The Parties shall commence the delivery of the Contract Capacity upon their mutual agreement to proceed following receipt of the ERC's resolution on the motion for reconsideration and shall continue to implement this Agreement in accordance with the terms herein. If the ERC in resolving the motion for reconsideration approves a rate</p>		

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			<p>lower than the base Contract Price but higher than the Contract Price reduced by PPD, the percentage discount will be adjusted accordingly to ensure that the resulting Contract Price as discounted shall not be lower than the Contract Price originally applied for.</p> <p>"</p>		
19	EDC	<p><b>Section 4.4 ERC Approval and Regulatory Compliance / Page 7</b></p> <p>4.4 If a competent authority, through a final and executory order or decision, directs a rate reduction or adjustment, the Seller shall refund to the Buyer the excess amounts previously paid under this Agreement, in the manner and within the period specified in such order or decision. Should the Seller fail to make the required refund within the prescribed period, the Buyer shall have the right, subject to SECTION 5.3 of this Agreement, draw from the Seller's Performance Security an amount equivalent to the ordered refund,</p>	<p>Requesting to reconsider this provision. This is not industry practice and this precludes any right that a Seller may have under the law.</p>		<p>Proposal not accepted.</p>

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		without prejudice to any other rights or remedies available under this Agreement or applicable law.			
20	GNPK	<b>Section 5. Performance Security</b>	<p>While we understand that the imposition of the Performance Security and the corresponding amount is based on the ERC CSP Guidelines, we respectfully appeal that the Performance Security only be required for posting upon the filing of the application for power supply agreement (PSA) and not as early as 10 days upon execution of the PSA.</p> <p>We further suggest that that the Performance Security should be returned to the Supplier one (1) month after the first delivery of supply.</p> <p>We likewise request to lower the Performance Security to one month equivalent of contract cost.</p>	<p>Given its significant amount and the prescribed timing of posting, the Winning Bidder's fund may be trapped for an undetermined period until such time that the PSA application obtains an approval. Please note that this may hamper the Winning Bidder's financial operations.</p> <p>We wish note that the Performance Security is a financial guarantee put up by the Winning Bidder to ensure that the terms of the PSA will be honored. Considering that bidders are already required to submit Schedule 3- Certification on Acceptance of Final Transaction Documents which guarantees LVECA of the bidder's compliance to the PPSA, we therefore request your reconsideration on our recommendation on the timeline of the posting of the Performance Security.</p>	<p>Proposal not accepted.</p> <p>As to the Buyer's Security Deposit, please refer to the response to Q21 below.</p>

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				Should the NEA-SBAC be firm on the timeline as indicated in the Bidding Procedures, we further propose, for the purpose of having a mutual protection on both the Buyer and the Seller, that the NEA-SBAC extend the same consideration to the Seller and also provide a 3-month security deposit to the Seller. This in turn will protect both Parties in the event of failure to supply or pay.	
21	EDC	<p><b>SECTION 5. PERFORMANCE SECURITY / Page 7</b></p> <p><b>Sec. 5.1 Performance Security</b></p> <p>xxx</p> <p>The Performance Security shall be posted by the Seller within ten (10) Days from the execution of this Agreement and shall be valid until the expiration of the Term.</p> <p>The Performance Security shall be returned to Seller within fifteen</p>	We note that the Buyer's assurance is already addressed by the PSA's liability and penalty provisions. Should a Performance Security be required, we propose that such obligations be mutualized through a Buyer's Security Deposit, taking into consideration that the primary responsibility for payment rests with the Buyer.		<p>A new provision shall be added:</p> <p>The Buyer shall not be required to post a Security Deposit upon the execution of this Agreement.</p> <p>In the event that Buyer fails to fully pay a Seller Invoice after the Cure Period, Seller may require Buyer to post a Security Deposit. Buyer shall act on this request within thirty (30) calendar days from receipt of Seller's request to post a Security Deposit.</p>

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		<p>(15) Days following verification of Seller's compliance with its obligations under this Agreement, including but not limited to the refund of any Prompt Payment Discount for the last month prior to termination or expiration of the Term, if applicable. Buyer's verification shall in no instance exceed a period of thirty (30) Days from the termination of the Agreement.</p>			<p>The amount of the Security Deposit shall be equivalent to the lowest monthly Seller Invoice over the past twelve (12) Billing Periods.</p> <p>At Buyer's option, the Security Deposit may be in the form of cash, cash bond, manager's or cashier's check, bank certified check, irrevocable stand-by letter of credit, surety bond, bank guarantee "callable on demand" issued by a financial institution, or a credit facility issued by the National Electrification Administration.</p> <p>Seller shall be entitled to draw from the Security Deposit to offset any unpaid Seller Invoices, including any penalties if any.</p> <p>Within thirty (30) days after Seller has notified Buyer in writing that it has drawn on the Security Deposit, Buyer shall provide such additional security or securities as may be sufficient in order to restore the Security Deposit to its full amount.</p>

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					If Buyer remains current on its payment obligations with Seller for three (3) consecutive Billing Periods following the posting of the Security Deposit, Seller shall return the Security Deposit to Buyer within ten (10) calendar days of receiving Buyer's request for its return.
22	MPI and SPI	<p><b>5.1 Performance Security</b></p> <p>xxx</p> <p>The Performance Security shall be posted by the Seller within ten (10) Days from the execution of this Agreement and shall be valid until the expiration of the Term.</p> <p>The Performance Security shall be returned to Seller within fifteen (15) Days following verification of Seller's compliance with its obligations under this Agreement, including but not limited to the refund of any Prompt Payment Discount for the last month prior to termination or expiration of the</p>	<p>We suggest to remove the clause, "including but not limited to the refund of any Prompt Payment Discount for the last month prior to termination or expiration of the Term, if applicable."</p>	<p>5.1 Performance Security</p> <p>The purpose of the Performance Security should be preserved, and no unilateral netting or set-off should be done with the PS.</p>	Proposal not accepted.

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		Term, if applicable. Buyer's verification shall in no instance exceed a period of thirty (30) Days from the termination of the Agreement.			
23	MPI and SPI	5.1 Performance Security	<p>Suggest to revise 5.1 as follows:</p> <p>The Performance Security shall be posted by the Seller xxx expiration of the Term.</p> <p>The Performance Security shall be returned to Seller within fifteen (15) Days following verification of Seller's compliance with its obligations under this Agreement; <del>including but not limited to the refund of any Prompt Payment Discount for the last month prior to termination or expiration of the Term, if applicable.</del> provided, however, that Buyer may retain or apply only such portion of the Performance Security corresponding to specific obligations that are due and payable, or subject of a pending claim asserted in writing by Buyer</p>	<p>As drafted, the provision permits <b><u>unilateral retention or application of the Performance Security by the ECs.</u></b></p> <p>The PS is a significant long-term credit support obligation maintained throughout the Term of the PSA. Absent clear limits on retention or application, Seller would be exposed to <i>indefinite contingent liability and unilateral withholding</i> --notwithstanding the expiration of the Agreement and the existence of agreed dispute resolution procedures. This is too commercially imbalanced against the Seller.</p>	Proposal not accepted.

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			<p>prior to the expiration or termination of this Agreement. Disputed claims shall be resolved in accordance with SECTION 18 of this Agreement. Buyer's verification shall in no instance exceed a period of thirty (30) Days from the termination of the Agreement.</p> <p>Thereafter, in the absence of any claim in writing of the Buyer on the Performance Security, the Performance Security shall be returned in accordance with the period herein provided.</p>		
24	MPI and SPI	<p><b>SECTION 5. PERFORMANCE SECURITY</b></p> <p>5.1 The Performance Security shall be issued in favor of Buyer and must be in Philippine Peso in the form of:</p> <p>a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank or any other banks certified by the Bangko</p>	<p><b>Suggest to add:</b></p> <p>5.2 xxx</p> <p>c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	For consideration on additional forms of the Performance Security.	Proposal accepted.

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		<p>Sentral ng Pilipinas as authorized to issue such financial instrument;</p> <p>b. Bank draft/ guarantee or irrevocable/standby letter of credit issued by a Universal or Commercial Bank; provided, however, that it shall be confirmed or authenticated by a local Universal or Commercial Bank if issued by a foreign bank</p>			
25	MPI and SPI		Suggest to add a Provision for Security Deposit.	<p>For additional consideration, to give the Seller recourse in the event of non-payment on the part of the Buyer.</p> <p>Security Deposit is intended to secure the performance by Buyer of its payment and other material obligations under the PSA, particularly considering the long-term nature of the Agreement and the substantial operational and financial commitments required from Seller to maintain committed Contract Capacity throughout the Term.</p>	Please refer to the response to Q21.

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26	GNPK	<b>Section 8. Reduction of Contract Capacity</b>	We kindly request that the reduction in contract capacity be distributed proportionately among all power suppliers, commensurate with the decrease in the Buyer's demand due to the implementation of RCOA, GEOP, RPS, Net Metering programs, and other similar government programs.		Please see the revised Schedule 5 of the PSA.
27	CEDC	<b>Section 8. Reduction of Contract Capacity</b>	Would it be possible that the seller and buyer have the option to recall the carve out capacity (if available) at times when the buyer has a load growth? If yes, may i suggest that parties should have a protocol in deciding what capacity and who among the winning bidder will be recalled.		Proposal not accepted.
28	CEDC	<b>Section 8. Reduction of Contract Capacity</b>	In determining the capacity to be carve out, would it be possible that the capacity exposed to WESM will be included in the formula in determining the exact capacity to be carve out for each winning bidder?		Proposal not accepted.

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29	EDC	<b>Section 8. Reduction of Contract Capacity</b>	<p>Request to add the following conditions related to reduction capacity</p> <p>a) The reduction of the Contract Capacity shall be made only upon actual switch of any customer of Buyer that qualifies as a Contestable Customer to a Retail Electricity Supplier (RES) as a result of the implementation of the RCOA ("Buyer's Switched Customer").</p> <p>b) If Buyer's Switched Customer procures electricity from a supplier which by itself or through any of its affiliates is not currently supplying electricity to Buyer, in which case Buyer shall be entitled to a reduction in the Contract Capacity equivalent to the average monthly load demand (in kW) of such Buyer's Switched Customer for the last twelve (12) months prior to such switch multiplied by the proportion of the Contract Capacity to the aggregate capacity contracted by Buyer with all of its</p>	<p>We propose to include the proposed conditions for capacity reduction to clearly define the triggers and specify the corresponding treatments for different load migration scenarios.</p>	<p>Please see the revised Schedule 5 of the PSA.</p>

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			<p>suppliers of electric power (including Seller).</p> <p>c) Buyer shall not be entitled to any reduction in the Contract Capacity in the event that a Buyer's disconnected customer procures electricity from any of Buyer's existing suppliers or their affiliates, excluding Seller.</p>		
30	MPI and SPI	<p><b>Section 8.1 Reduction of Contract Capacity</b></p> <p>At the option of Buyer, from time to time upon and after the implementation of Retail Competition and Open Access ("RCOA"), Green Energy Option Program ("GEOP"), Renewable Portfolio Standards ("RPS"), Net Metering programs, Distributed Energy Resources ("DER"), Retail Aggregation Program ("RAP") and other similar government programs that may arise, Buyer shall deliver to Seller written notice specifying the reduction in Contract Capacity and/or associated energy resulting</p>	<p>Suggest to revise 8.1 as follows:</p> <p>XXX from the implementation of RCOA, GEOP, RPS, Net Metering programs, DER, RAP and <del>other</del> similar government programs that <b>now exist or may hereafter be created, may arise, indicating when such reductions are intended to shall—take effect place. provided, that no cumulative reduction in excess of fifteen percent (15%) of the total Contract Capacity hereunder shall take effect except by the prior written agreement of the Parties.</b></p>	<p>Section 8.1 Reduction of Contract Capacity</p> <p>For clarification and better understanding of all the bidders.</p>	Please see the revised Schedule 5 of the PSA.

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		<p>from the implementation of RCOA, GEOP, RPS, Net Metering programs, DER, RAP and other similar government programs that may arise, indicating when such reductions shall take place. Any such reduction shall be limited to an amount that will allow Buyer to comply with its obligation to supply electricity in the least cost manner to its consumers.</p>	<p>Any such reduction shall be limited to an amount that will allow Buyer to comply with its obligation to supply electricity in the least cost manner to its consumers, <b>and shall be implemented in strict proportion to the actual reduction in Buyer's captive demand directly attributable to the relevant program.</b></p>		
31	MPI and SPI	<p><b>Section 8.1 Reduction of Contract Capacity</b></p> <p>At the option of Buyer, from time to time upon and after the implementation of Retail Competition and Open Access ("RCOA"), Green Energy Option Program ("GEOP"), Renewable Portfolio Standards ("RPS"), Net Metering programs, Distributed Energy Resources ("DER"), Retail Aggregation Program ("RAP") and other similar government programs that may arise, Buyer shall deliver to Seller written notice specifying the reduction in Contract Capacity</p>	<p>Suggest to revise 8.1 as follows:</p> <p>Subject to ERC approval where required, the Contract Capacity and corresponding Associated Energy may be reduced solely to the extent resulting from a reduction in Buyer's captive demand that, by operation of applicable law or regulation, ceases to be served by Buyer due to <del>and</del> after the implementation of RCOA, GEOP, RPS, Net Metering, DER, RAP, or similar government-mandated programs (each, a "<u>Qualifying Program</u>").</p>	<p>The revisions do not alter the principle that Buyer may reduce Contract Capacity, but merely clarify the <i>objective parameters, evidentiary basis, and implementation mechanics.</i></p> <p>Given the long-term nature of the PSA and the evolving regulatory environment surrounding RCOA, GEOP, DER, and similar programs, the risk of stranded capacity and demand migration is real, though inherently uncertain and difficult to forecast with precision.</p>	Please see the revised Schedule 5 of the PSA.

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		and/or associated energy resulting from the implementation of RCOA, GEOP, RPS, Net Metering programs, DER, RAP and other similar government programs that may arise, indicating when such reductions shall take place. Any such reduction shall be limited to an amount that will allow Buyer to comply with its obligation to supply electricity in the least cost manner to its consumers.	Any such reduction shall: (a) correspond strictly to the actual load no longer legally required or permitted to be supplied by Buyer; (b) be supported by verifiable data, migration records, or certifications from the relevant authorities (where applicable); (c) be implemented on a proportionate and non-discretionary basis across Buyer's affected power supply contracts, without reallocating such reduced capacity to other supply arrangements not arising from the same Qualifying Program; and (d) take effect upon the legal transfer or removal of such load from Buyer's supply obligation in accordance with Schedule 5 hereto. <del>be limited to an amount that will allow Buyer to comply with its obligation to supply electricity in the least cost manner to its consumers.</del>	It is therefore commercially prudent for the Parties to establish <i>clear and administrable standards now, rather than leave material operational and economic issues subject to future dispute or inconsistent interpretation during implementation.</i>	
32	MPI and SPI	<b>8.2 (reduction of the contract capacity due to reduction of Buyer's coverage area)</b>	Add the ff clause at end of 8.2 par.1:	8.2 (reduction of the contract capacity due to reduction of Buyer's coverage area)	Please see the revised Schedule 5 of the PSA.

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		<p>In the event that, by operation of law, any portion of the Buyer's coverage area is reduced or overlaps with the franchise area of another distribution utility, and the corresponding demand is assumed by such other distribution utility, thereby resulting in excess or over-contracted capacity on the part of the Buyer, the Buyer may reduce the Contract Capacity set forth in SCHEDULE 2, but only to the extent of the capacity corresponding to the demand assumed by such other distribution utility.</p> <p>The Parties shall implement such reduction in accordance with the protocols and schedules defined in SCHEDULE 5 of this Agreement, subject to the approval of the ERC.</p>	<p><b>8.2 xxx Such reduction shall be applied proportionately across all of Buyer's current power suppliers, and be substantiated with reasonable supporting data and calculations.</b></p>	<p>For clarification and better understanding of all the bidders.</p>	
33	EDC	<p>"SECTION 8. REDUCTION OF CONTRACT CAPACITY</p> <p>SCHEDULE 5. PROTOCOL REDUCTION IN CONTRACT CAPACITY"</p>	<p>"Request to add requirements prior to reduction in Contract Capacity:</p> <p>a. List of Buyer's Switched Customer's new supplier;</p>	<p>This is to introduce revisions in the PSA to guide both Parties.</p>	<p>Please see the revised Schedule 5 of the PSA.</p>

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			<p>b. Buyer's Switched Customer's average electricity consumption for the last twelve (12) months;</p> <p>c. Computation on the carve-out of Buyer's concurrent suppliers as a consequence of migration of Buyer's Switched Customer;</p> <p>"</p>		
34	SPI, MPI	<b>8.3 Reduction in Contract Capacity for epidemic, pandemic, or any act of war</b>	<p><b>Insert in Section 8.3:</b></p> <p>8.3 In the event of an epidemic, pandemic, or any act of war officially declared by the Republic of the Philippines, <b>which results in a reduction in electricity demand of at least twenty percent (20%) within the coverage area of the Buyer for three (3) consecutive months</b>, the Buyer shall have the option to reduce the Contract Capacity and/or associated energy provided in SCHEDULE 2 for the duration of the said event.</p>	<b>8.3 Reduction in Contract Capacity for epidemic, pandemic, or any act of war</b>	<p>Section 8.3 is revised as follows:</p> <p>In the event of an epidemic or pandemic duly declared by the competent Government Authority, or any act of war officially declared by the Republic of the Philippines, which causes at least a ten percent (10%) reduction in the Buyer's electricity demand for three (3) consecutive months, based on the Buyer's average monthly peak demand for the immediately preceding twelve (12) months (the "Temporary Adjustment Event"), the Buyer shall have the right to temporarily adjust its Contract Capacity and/or associated energy under <b>SCHEDULE 2</b> for the</p>

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					<p>duration of such Temporary Adjustment Event.</p> <p>The temporary capacity adjustment shall be limited only to the extent of the actual reduction in the Buyer's electricity demand directly attributable to the Temporary Adjustment Event, and shall be implemented strictly in accordance with the applicable protocols, procedures, and timelines set forth in <b>SCHEDULE 5</b>.</p> <p>The Buyer shall restore the adjusted Contract Capacity within nine (9) months from implementation of the temporary capacity adjustment. Otherwise, the temporary capacity adjustment shall be deemed permanent, in accordance with <b>SCHEDULE 5</b> and subject to approval of the ERC.</p>
35	CEDC	<b>Section 9. Outages and Replacement Power</b>	Would it be possible that the PPD will not be applicable in the Replacement Power Rate considering that the rate of RP is		Proposal not accepted.

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			the actual cost of RP or Contract Rates whichever is lower?		
36	EDC	<p>"SECTION 9. OUTAGES AND REPLACEMENT POWER</p> <p>Sec. 9.1 Scheduled Outages. Every October of each year during the Term of the PSA, the Seller shall inform the Buyer of its Scheduled Outages for the succeeding year as approved by the System Operator and the DOE, ensuring that these are aligned with the most recent DOE-approved Grid Operating and Maintenance Program.</p> <p>Seller shall not request from the System Operator or the DOE any plant-level Scheduled Outage or Preventive Maintenance Schedule for any of its Facility's units during</p>	<p>"We propose to consider the safety of the personnel and the power plant in requesting and scheduling outages.</p> <p>Please see proposed revisions below</p> <p>Sec. 9.1 Scheduled Outages. As soon as practicable prior to each year during the Term of the PSA, the Seller shall inform the Buyer of its Scheduled Outages for the succeeding year as approved by the System Operator and the DOE, ensuring that these are aligned with the most recent DOE-approved Grid Operating and Maintenance Program.</p> <p>Only after due consideration of safety and the Technical Limits of the Plants, and after due assessment deemed prudent, Seller shall not request from the System Operator or the DOE any plant-level</p>		<p>Section 9.1 is revised as follows:</p> <p>Seller shall not request from the System Operator or the DOE any plant-level Scheduled Outage or Preventive Maintenance Schedule for any of its Facility's units during the months of April, May, or June. Any such request shall constitute an Event of Default under Section 16.1.2 of this Agreement. However, if the plant-level Scheduled Outage or Preventive Maintenance Schedule during the months of April, May, or June is directed or required by the System Operator or the DOE, the same shall be allowed and shall not constitute an Event of Default.</p> <p>Note: For PSAs involving multiple nominated plants, the PSA shall include a provision that the Seller shall not schedule or request Scheduled Outages or Preventive</p>

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		<p>the months of April, May, or June. Any such request shall constitute an Event of Default under Section 16.1.2 of this Agreement."</p>	<p>Scheduled Outage or Preventive Maintenance Schedule for any of its Facility's units during the months of April, May, or June. Any such request shall constitute an Event of Default under Section 16.1.2 of this Agreement.</p> <p>(Technical Limits refer to the operational limits and constraints relating to the operation and maintenance of the Plant, and dispatch of electricity from the Plant pursuant to the dispatch schedule issued by the Market Operator and/or the System Operator)"</p>		<p>Maintenance Schedules for all nominated plants at the same time, unless directed or required by the System Operator or the DOE.</p>
37	FDCMPC	<p><b>Section 9. Outages and Replacement Power</b></p> <p>9.1 <u>Scheduled Outages.</u> Every October of each year during the Term of the PSA, the Seller shall inform the Buyer of its Scheduled Outages for the succeeding year as approved by the System Operator and the DOE, ensuring that these are aligned with the most recent</p>	<p>Under Section 9.1 (Scheduled Outages) of the draft PSA, "<i>Seller shall not request from the System Operator or the DOE any plant-level Scheduled Outage or Preventive Maintenance Schedule for any of its Facility's units during the months of April, May, or June. Any such request shall constitute an Event of Default under Section 16.1.2 of this Agreement.</i>"</p>	<p>While we fully understand the rationale behind restricting scheduled outages during the summer months, may we respectfully request that the proposed amendment be considered to account for emergency situations and other practical circumstances that may necessitate maintenance activities notwithstanding such restriction.</p>	<p>Please refer to the response to Q36 above.</p>

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		<p>DOE-approved Grid Operating and Maintenance Program.</p> <p>Seller shall not request from the System Operator or the DOE any plant-level Scheduled Outage or Preventive Maintenance Schedule for any of its Facility's units during the months of April, May, or June. Any such request shall constitute an Event of Default under Section 16.1.2 of this Agreement.</p>	<p>To account for operational and maintenance requirements that may arise in exceptional circumstances, may we respectfully propose the following amendment:</p> <p><i>“Seller shall use reasonable efforts to avoid requesting from the System Operator or the DOE any plant-level Scheduled Outage or Preventive Maintenance Schedule for any of its Facility's units during the months of April, May, or June, except when required for prudent utility practice, or when approved or directed by the System Operator.”</i></p>		
38	GNPK	<p><b>Section 9. Outages and Replacement Power</b></p> <p>9.1 <u>Scheduled Outages.</u> Every October of each year during the Term of the PSA, the Seller shall inform the Buyer of its Scheduled Outages for the succeeding year as approved by the System Operator and the DOE, ensuring that these</p>	<p>Suggested edits:</p> <p>Every October of each year during the Term of the PSA, the Seller shall inform the Buyer of its Scheduled Outages for the succeeding year as <del>approved by</del> <u>submitted to and coordinated with</u> the System Operator, <u>and the</u></p>	<p>GenCos only submit their three-year Planned Outage schedules to the System Operator, which reviews and endorses them for DOE approval. Approved schedules are usually released in January of the applicable year (e.g., the 2027–2029 schedules are expected around January 2027).</p>	<p>Please refer to the response to Q36 above.</p>

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		<p>are aligned with the most recent DOE-approved Grid Operating and Maintenance Program.</p> <p>Seller shall not request from the System Operator or the DOE any plant-level Scheduled Outage or Preventive Maintenance Schedule for any of its Facility's units during the months of April, May, or June. Any such request shall constitute an Event of Default under Section 16.1.2 of this Agreement.</p>	<p><u>Seller shall update the Buyer upon approved by the DOE.</u></p> <p><u>Seller shall use reasonable efforts to avoid scheduling plant-level Scheduled Outages or Preventive Maintenance for any of its Facility's units during the months of April, May, or June, except where required by operational necessity, system reliability considerations, safety requirements, or the unavailability of contractors, materials, or critical equipment, and subject in all cases to applicable approvals of the System Operator and the DOE.</u></p>	<p>Prohibiting outages during April, May, or June may be too restrictive, since outage scheduling depends on operational, safety, and maintenance needs, as well as contractor and equipment availability. It may be better to require reasonable efforts to avoid those months instead of imposing a strict prohibition with an Event of Default.</p>	
39	SPI, MPI	<p><b>Section 9. Outages and Replacement Power</b></p> <p>9.1 request not to schedule the outages for the months of April, May and June</p>	<p>Suggest to revise as follows:</p> <p>Seller shall use commercially reasonable efforts to avoid scheduling outages during April, May, and June, except where required for safety, reliability, OEM requirements, emergency maintenance, or otherwise in compliance with orders of the ERC.</p>	<p>While the Seller may not request the outage to be scheduled for April, May and June, ultimately it is the DOE and NGCP who decides the final schedule for the outage. Since the Seller has no control over the DOE or NGCP, the Seller should not be held in default for this.</p>	<p>Please refer to the response to Q36 above.</p>

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40	GNPK	<p><b>Section 9. Outages and Replacement Power</b></p> <p>9.3 Replacement Power</p>	<p>In the event of planned or unplanned outages affecting the Seller's generating units, may we clarify whether replacement power sourced from the Wholesale Electricity Spot Market (WESM) or third-party suppliers shall be considered compliant with the Seller's delivery obligations under the PSA?</p>		<p>Confirmed subject to Section 9.3 of the draft PSA.</p>
41	GNPK	<p><b>Section 9. Outages and Replacement Power</b></p> <p>9.3.2 <u>Beyond the Outage Allowance</u>. The procurement of any Replacement Power beyond the Outage Allowance shall be the responsibility of Seller, provided that the rates to be paid by Buyer for the procurement of Replacement Power shall be the lower between:</p> <p>i. the actual rate of the Replacement Power; or</p> <p>ii. the generation rate based on the approved tariff for this Agreement.</p>	<p>Please confirm that aside from the Seller, Buyer may also source RP on its own subject to the Seller's confirmation.</p>		<p>In the event of failure by Seller to provide the Replacement Power when required under this Agreement, Buyer shall source Replacement Power at the expense of Seller.</p>

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42	SPI, MPI	<p><b>Section 9. Outages and Replacement Power</b></p> <p>9.3.3 In computing the actual rate of the Replacement Power, xxx</p>	<p>We suggest that the fuel price used for RP comparison be based on the current month's fuel price, rather than an average of the previous three months, as it better reflect or align with the actual cost incurred. In addition, the resulting average 3 mos. could result to a higher rate than the current adjusted price, which may deviate from policy that the actual RP should be lower than the current total price.</p> <p>We suggest that the FPave3BP shown in the following formula be revised to FPt (current FuelPrice).</p> <p>Thus, the Replacement Power cost shall be:</p> $RP_t = [\text{Min}(RP_t, CP_t) \times RF_t] + \text{VAT}$ $CP_t = [CRR_{\text{CURT}} + FOMR_{\text{CURT}} + VOMR_t] + \left( \frac{FP_{\text{ave3BP}} \times PCR_{\text{CURT}} \times FX_{\text{IN}}}{1000} \right)$		Proposal accepted.
43	CEDC	<p><b>Section 9.4 on Replacement Power</b></p> <p>9.4 In the event of failure by Seller to provide the Replacement Power when required under this Agreement, Buyer shall source Replacement Power at the expense of Seller.</p>	<p>Is it required that the SELLER must first provide or attempt to provide RP before the option or obligation is passed on to the BUYER? In addition to that, if at the first instance, the SELLER is the one who secures RP, for clarification if there will be no Liquidated Damage.</p>		<p>1. Section 9.4 applies when Seller is required to provide Replacement Power under the PSA. If Seller fails to do so, Buyer may source the Replacement Power at Seller's expense.</p> <p>2. No Liquidated Damages shall be due under SECTIONS 17.3.1 and</p>

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		<p>Seller shall shoulder the positive difference between the Replacement Power cost and the generation rate based on the approved tariff for this Agreement including the total line rental costs, if any.</p> <p>Additionally, Seller shall pay reasonable fees to cover the cost of the Buyer to fill in the shortage as well as Liquidated Damages provided under SECTION 17 of this Agreement.</p> <p>For purposes of this Section, "reasonable fees" shall mean that Seller shall pay Buyer the fine of two thousand pesos (PhP 2,000) per day that Buyer had to source the Replacement Power to be paid within thirty (30) Days after written demand for payment.</p>			17.3.2 if the Seller provides the Replacement Power, provided that the applicable Replacement Power rate is in accordance with Section 9.3.
44	SPI, MPI	<p><b>Section 9. Outages and Replacement Power</b></p> <p><i>9.4 third and fourth paragraphs</i></p>	1. We suggest to delete these, in case the Seller in its bid offers guaranteed supply and limit the	The Agreement already compensates Buyer through replacement power recovery and liquidated damages. Any additional	Proposal not accepted.

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		<p>xxx</p> <p>Additionally, Seller shall pay reasonable fees to cover the cost of the Buyer to fill in the shortage as well as Liquidated Damages provided under SECTION 17 of this Agreement.</p> <p>For purposes of this Section, "reasonable fees" shall mean that Seller shall pay Buyer the fine of two thousand pesos (PhP 2,000) per day that Buyer had to source the Replacement Power to be paid within thirty (30) Days after written demand for payment.</p>	<p>responsibility to source power to the Seller.</p> <p>2. We suggest to revise Par. 3 and remove Par. 4 as follows:</p> <p>Additionally, Seller shall pay the <b>reasonable and documented costs actually incurred by Buyer</b> to fill in the shortage; <b>provided, however, that Seller shall not be liable for duplicative charges, damages, or penalties arising from the same event or circumstance.</b></p>	<p>administrative recovery must be limited to reasonable and documented costs actually incurred by Buyer in procuring the replacement power.</p>	
45	GNPK	<p><b>SECTION 10. COMPENSATION, PAYMENT, AND BILLING</b></p>	<p>May we clarify whether all applicable taxes, transmission charges, system losses, ancillary service charges, and other ERC-approved pass-through costs shall be fully recoverable from the Buyer?</p> <p>Kindly clarify whether energy that is available and offered by the</p>		<p>1. For Taxes, please see Section 12 of the PSA.</p> <p>Monthly payments to the Winning Bidder shall be in accordance with the formulas provided in Schedule 7, and consistent with the other provisions in the PSA as well as other ERC-allowed charges.</p>

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			Seller but not dispatched due to Buyer nomination deficiency, transmission curtailment, or system constraints shall qualify as deemed delivered energy for billing and settlement purposes.		
46	EDC	<p><b>SECTION 10. COMPENSATION, PAYMENT, AND BILLING / Page 11</b></p> <p>10.1 Payment of Fees.</p> <p>... If a Seller Invoice is not disputed by Buyer within sixty (60) Days of receipt..., the invoice and payment shall be deemed accepted, final, and binding on Seller or Buyer, as applicable.</p> <p><b>SECTION 14. DISPUTED BILLS</b> Sec. 14.1 Buyer shall notify Seller in writing of any dispute in a Seller Invoice within sixty (60) Days from the date of its receipt of the disputed Seller Invoice</p>	We clarify the basis for the 60-day dispute period since the Buyer already has fifteen (15) days to assess and process payments with PPD and thirty (30) days for regular payments,		To allow the Member ECs to verify the Supplier Invoice issued by the Seller.

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47	EDC	<p><b>SECTION 10. COMPENSATION, PAYMENT, AND BILLING / Page 11</b></p> <p>10.1 Payment of Fees.</p> <p>... or if the payment is not disputed by Seller within thirty (30) Days of receiving payment from Buyer, the invoice and payment shall be deemed accepted, final, and binding on Seller or Buyer, as applicable.</p>	<p>We note that underpayment is considered an Event of Default and the Buyer should not be excused from its full payment obligation even if the period to dispute has lapsed.</p>		<p>Please refer to the response to Q49</p>
48	EDC	<p>"SECTION 10. COMPENSATION, PAYMENT, AND BILLING</p> <p>10.1 Payment of Fees.</p> <p>... If a Seller Invoice is not disputed by Buyer within sixty (60) Days of receipt..., the invoice and payment shall be deemed accepted, final, and binding on Seller or Buyer, as applicable.</p>	<p>The primary reason mentioned during Pre-Bid Conference for the sixty (60) -day timeline is for the EC (or Buyer) to confirm fuel cost. We propose that NEA consider the scenario where the winning Bidder/Seller has no fuel component. Thus, we propose to shorten this period, for example to "ten (10) Days of Receipt".</p>	<p>This is to clarify the requirements</p>	<p>Noted.</p>

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		SECTION 14. DISPUTED BILLS Sec. 14.1 Buyer shall notify Seller in writing of any dispute in a Seller Invoice within sixty (60) Days from the date of its receipt of the disputed Seller Invoice"			
49	EDC	"SECTION 10. COMPENSATION, PAYMENT, AND BILLING 10.1 Payment of Fees.  ... or if the payment is not disputed by Seller within thirty (30) Days of receiving payment from Buyer, the invoice and payment shall be deemed accepted, final, and binding on Seller or Buyer, as applicable. oice"""	"If Buyer pays below the Seller Invoice amount, that would already count as an Event of Default per Sec. 16.1.1 after ten (10) Days after Due Date. The disputing of the Seller would not be needed since the Events of Default will already be applicable.  This portion also unfairly penalizes the Seller, in case Buyer underpays but Seller does not dispute the underpayment of Buyer within the time period. The Buyer should not be excused from underpayment and Event of Default, in case this window to dispute lapse.  We propose to remove this time period of Seller to dispute underpayment by Buyer and	We note that underpayment is considered an Event of Default. However, the Buyer should not be excused from its full payment obligation even if the period to dispute has lapsed. The Buyer should be responsible for the supply of energy it has already received/used.	Proposal accepted. The provision shall be revised to read:  "If a Seller invoice is not disputed within sixty (60) Days of receipt, it is deemed to be accepted, final, and binding to Buyer and Seller."

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			instead just apply the Event of Default provisions."		
50	SPI, MPI	<p><b>10.1 Payment of fees.</b></p> <p><u>10.1 Payment of Fees.</u> Commencing on Delivery Date and throughout the entire Term, Buyer shall pay to Seller each Billing Period an amount equal to the Monthly Payment in accordance with <b>SCHEDULE 7.</b></p>	<p>We suggest to amend this provision to:</p> <p>“Commencing on Delivery Date and throughout the entire Term, Buyer shall pay <b>in full</b> to the Seller xxx”</p>	<p>This will make the provision consistent with the succeeding paragraphs of Article 10.</p>	<p>Proposal accepted.</p>
51	EDC	<p><b>SECTION 10. COMPENSATION, PAYMENT, AND BILLING / Page 11</b></p>	<p>Suggest to add provision:</p> <p>10.3 The failure by the Seller to deliver to Buyer a billing statement within the period stated in _____ shall not prevent Seller from thereafter issuing an invoice to Buyer for that Billing Period. The Seller may, at any time (and notwithstanding that Buyer may have disputed, protested or questioned an invoice), amend, revise, or modify any and all of its invoice(s), in whole or in part, for any and all amounts that may</p>	<p>We propose to insert this provision to ensure that the Seller can recover all valid charges as well as correct billing errors, regardless of delays or subsequent adjustments.</p>	<p>Proposal not accepted.</p>

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			otherwise be due and payable to the Seller.		
52	EDC	Late Invoices, Revised Invoices	<p>"Suggest to add provision:</p> <p>10.3 The failure by the Seller to deliver to Buyer a billing statement within the period stated in _____ shall not prevent Seller from thereafter issuing an invoice to Buyer for that Billing Period. The Seller may, at any time (and notwithstanding that Buyer may have disputed, protested or questioned an invoice), amend, revise, or modify any and all of its invoice(s), in whole or in part, for any and all amounts that may otherwise be due and payable to the Seller."</p>	This is to introduce revisions in the PSA to guide both Parties.	Proposal not accepted.
53	EDC	<p><b>SECTION 10. COMPENSATION, PAYMENT, AND BILLING / Page 11</b></p> <p>Section 10.3 Payments.</p> <p>Each Seller Invoice shall be due and payable not later than thirty</p>	<p>We suggest to revise as follows for a standardized timeline of due dates:</p> <p>Section 10.3 Payments. Each Seller Invoice shall be due and payable not later than the last day of the succeeding billing period (i.e for</p>		Proposal not accepted.

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		(30) Days from receipt of the Seller Invoice by Buyer ("Due Date"). If the Due Date falls on a Saturday, Sunday, legal/regular holiday or special holiday declared by the applicable local government unit where a Party holds principal office, then payment shall be made on the immediately succeeding Business Day.	April billing period, due date is on May 25). If the Due Date falls on a Saturday, Sunday, legal/regular holiday or special holiday declared by the applicable local government unit where a Party holds principal office, then payment shall be made on the immediately succeeding Business Day.		
54	GNPD	Section 10.3  Payments. Each Seller Invoice shall be due and payable not later than thirty (30) Days from receipt of the Seller Invoice by Buyer ("Due Date"). If the Due Date falls on a Saturday, Sunday, legal/regular holiday or special holiday declared by the applicable local government unit where a Party holds principal office, then payment shall be made on the immediately succeeding Business Day.	10.3 Payments. Each Seller Invoice shall be due and payable not later than the 25th day of the succeeding month following a Billing Period subject of a Seller Invoice ("Due Date"). If the Due Date falls on a Saturday, Sunday, legal/regular holiday or special holiday declared by the applicable local government unit where a Party holds principal office, then payment shall be made on the immediately succeeding Business Day.	We suggest that Payment Date is the 25th day of the succeeding month following the Billing Period. Seller also has obligations to its fuel suppliers. The payment date of 30 days from the Seller Invoice is too long and is beyond the payment date for fuel suppliers.	Proposal not accepted.

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55	EDC	SECTION 10. COMPENSATION, PAYMENT, AND BILLING / Page 11	<p>"Please see proposed addition to include a protocol for withholding tax amount for payments:</p> <p>10.5 All payments made by Buyer hereunder shall be made free and clear of and without any deductions for or on account of any set-off, counterclaim, tax or otherwise. In the event Buyer is prohibited by law from making payments hereunder free from deduction or withholding, then Buyer shall pay such additional amounts to Seller as may be necessary in order that the actual amount received by Seller after deduction or withholding (and after the payment of any additional taxes or other charges due as a consequence of the payment of such additional amounts) shall equal the amount that would have been received by Seller if such deduction or withholding had not been required. Payments by Buyer to Seller supported by Certificate of Taxes Withheld in the name of the Seller with the correct amount of tax</p>	<p>We propose the insertion of the provision providing for a withholding tax protocol to ensure that the correct tax amount is withheld and remitted.</p>	<p>Proposal partially accepted.</p> <p>New sections shall be added, which shall read:</p> <p>10.5 Withholding Taxes. The Seller Invoice shall indicate the amount of taxes to be withheld by the Buyer, subject to the Buyer's confirmation.</p> <p>10.5.1 The Buyer shall promptly furnish the Seller with the Certificate of Creditable Tax Withheld at Source (BIR Form No. 2307) on or before the last Business Day of the calendar month following the close of the relevant Billing Period, showing that the full amount of any deduction or withholding has been paid, or will be remitted, to the relevant taxing authority.</p> <p>10.5.2 In return, the Seller shall issue the corresponding Official Receipt or Acknowledgment Receipt for the Buyer's payment within five (5) Business Days from</p>

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			<p>withheld shall be considered payment free and clear, and the Buyer must promptly remit any amounts withheld for such tax to the relevant taxing authorities.</p> <p>For this purpose, Buyer shall promptly forward to the Seller a Certificate of Tax Withheld at source (BIR Form 2307) on or before (the "Certificate of the Withholding Submission Date") which is the last Business Day of the calendar month following the close of the Billing Period, showing that the full amount of any such deduction or withholding has been paid over, or will otherwise be remitted to the relevant taxing authority. In case of failure by the Buyer to forward to Seller the BIR Form 2307, the amount withheld by the Buyer shall be construed as deficiency in payment of the Monthly Fees, which deficiency amount shall be immediately payable and subject to interest as an overdue account (reckoned as of the Day after the original payment</p>		<p>receipt of both the payment and the BIR Form No. 2307.</p>

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			Due Date), without prejudice to other remedies available under this Agreement.		
56	EDC	<b>SECTION 10. COMPENSATION, PAYMENT, AND BILLING / Page 11</b>	<p>Section 11. Security Deposit</p> <p>As a Condition Precedent for the Supply, and to secure the performance by the Buyer of all of its obligations under this Agreement for the entire Contract Term, the Buyer shall deliver to the Seller a Security Deposit within five (5) Business Days before the Delivery Start Date, which shall be valid until the end of Term. The Security Deposit may be drawn or forfeited upon Buyer's failure to perform or comply with any of its obligations or warranties under this Agreement (including failure to pay any amount due or outstanding in a billing statement or under this Agreement).</p> <p>The Security Deposit, which shall be in the form of either:</p> <p>a. an irrevocable standby letter of credit</p>	We request the addition of a Security Deposit provision in favor of the Seller to align with standard industry practice, such as IEMOP's requirement for prudential security from buyers. To ensure commercial parity, we request that the Security Deposit cover a three-month period, matching the duration of the PS.	Please refer to the response to Q21 above.

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			<p>b. such other forms of security deemed acceptable by Seller Issued by or deposited in bank acceptable to the Seller and posted on or before five (5) Business Days before delivery start date.</p> <p>The amount of the Security Deposit shall be equal to one hundred percent (100%) of the value of the MMCE multiplied by Contract Price and other taxes, fees, and charges calculated by Seller. (“SD Amount”)</p> <p>For the second Contract Year and for every Contract Year thereafter, the amount of Security Deposit shall be adjusted annually, equivalent to the one hundred percent (100%) of the value of the MMCE multiplied by the escalated Contract Price applicable and other taxes, fees, and charges calculated by Seller.</p> <p>Within forty-five (45) Days prior to the end of the first Contract Year and at the end of every Contract</p>		

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			<p>Year thereafter, the Seller shall notify the Buyer in writing of any adjustment on the amount of Security Deposit. Accordingly, no later than thirty (30) Days prior to the end of a Contract Year, the Buyer shall post and/or deliver to the Seller the adjusted Security Deposit.</p> <p>If the Buyer fails to perform or comply with any of its obligations under this Agreement (including failure to pay any amount due or outstanding in a billing statement or under this Agreement, or breach of any representation, warranty, or covenant), the Seller shall be entitled (but shall not be obligated) to immediately and without prior notice to Buyer, draw against the Security Deposit, in full or in part, the amount due or outstanding under the relevant invoice or under this Agreement</p> <p>The right of the SELLER to draw against the Security Deposit shall:</p>		

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			<p>a. at all times be in addition to all other rights and remedies of the Seller under the Agreement, which Seller, in its sole discretion, deems appropriate to exercise:</p> <p>b. remain in effect up to seventy-five (75) Days after the end of the Contract Term (“SD Claims Period”),</p> <p>The Buyer must replenish or replace within fifteen (15) Business Days from notification of any drawing thereof.</p>		
57	EDC	<b>SECTION 10. COMPENSATION, PAYMENT, AND BILLING / Page 11</b>	<p>Where the Security Deposit posted is in the form of an irrevocable standby letter of credit:</p> <p>a. should be valid, outstanding, unconditional, and callable or drawable by Seller “on-demand” throughout the Contract Term and up to the SD Claims Period.</p> <p>b. should there be any adjustment in the amount of the Security Deposit, the Seller shall notify Buyer in writing of any such</p>	We request to add an equivalent provision of payment security for Seller (Forms of Security Deposit).	Please refer to the response to Q21 above.

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			<p>adjustment no later than forty-five (45) Days prior to the expiration of the current standby letter of credit;"</p> <p>Where the Security Deposit is in the form of an actual cash deposit, any interest earned shall accrue in favor of the Buyer, net of any applicable taxes, fees, and Costs. The Buyer hereby authorizes the Seller to apply any interest earned on such Security Deposit against any amount due to the Seller under this Agreement.</p> <p>All taxes, fees, and Costs for the opening of and maintaining the Security Deposit shall be borne by the Buyer.</p>		
58	EDC	<b>SECTION 10. COMPENSATION, PAYMENT, AND BILLING / Page 11</b>	<p>Proposed addition to the PSA:</p> <p>Overdue/Non-Payment and Interest Charges</p> <p>If any amount payable by Buyer is not paid on Due Date: (i) the amount unpaid shall bear a daily interest, at a rate of twelve percent</p>	<p>We propose the addition of a provision for delayed payment compensation to the Seller to align with industry practice observed in the WESM and general principles of law and commerce.</p>	Proposal not accepted.

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			<p>(12%) per annum, computed on a 360-Day basis; (ii) Seller has the right to immediately suspend the delivery of electricity (iii) declare electricity supplied but not invoiced immediately due and payable, whereupon Buyer shall pay such Monthly Fee immediately upon delivery by Seller of the corresponding invoice to Buyer; and (iv) Seller has a right to draw from Security Deposit or collateral acceptable to Seller, and the posting of such security deposit by Buyer to Seller to replenish the amount drawn, shall be a condition precedent for the continued supply of electricity by Seller to Buyer.</p>		
59	GNPK	<b>SECTION 11. LINE RENTAL</b>	<p>Kindly clarify whether all transmission wheeling charges, line rental charges (within the Cap), connection charges, ancillary transmission-related charges, and other NGCP-related pass-through costs shall be fully recoverable and separately billable to the Buyer without limitation, provided such charges are duly supported by</p>		<p>Monthly payments to the Winning Bidder shall be in accordance with the formulas provided in Schedule 7, and consistent with the other provisions in the PSA as well as other ERC-allowed charges.</p>

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			official invoices and/or settlement statements.		
60	EDC	<p>LR CAP applied on a per 5min-interval basis / Page 12</p> <p>11.1 The Line Rental Cap shall be [__ per kWh to be finalized based on Lot], applied on a per 5-minute interval basis throughout the entire Term of the PSA. The Buyer shall pay the Actual Line Rental Charges for each Billing Period or the Line Rental Cap, whichever is lower.</p> <p>Any Line Rental Charges in excess of the Line Rental Cap shall be for the sole account of the Seller.</p>	We proposed to consider a monthly Line Rental (LR) cap to be more efficient and meets the requirement on cost predictability.		<p>Proposal accepted.</p> <p>The Line Rental Cap shall apply on a monthly Billing Period basis. For each Billing Period, the Buyer shall pay only the <b>lower</b> of: (a) the Actual Line Rental Charges; or (b) the Capped Line Rental Charges.</p> <p>The Capped Line Rental Charges shall be computed by multiplying the Line Rental Cap by the total energy delivered for the relevant Billing Period.</p> <p>If the Actual Line Rental Charges exceed the Capped Line Rental Charges, the excess shall be for the sole account of the Seller.</p>
61	PEDC	<p><b>Section 11. Line Rental</b></p> <p>11.1 The Line Rental Cap shall be [__ per kWh to be finalized based on Lot], <b>applied on a per 5-minute interval basis</b> throughout the entire Term of the PSA. The</p>	<p><b>Section 11. Line Rental</b></p> <p>11.1 The Line Rental Cap shall be [<del>__ per kWh to be finalized based on Lot</del>], <b>applied on a per 5-minute interval basis for the account of the Seller</b> throughout</p>	We understand that the goal to shield the end consumers from high Line Rental (LR) charges. We would like to suggest if the SBAC can consider making the LR for the account of the Seller. By making	Please refer to the response to Q60 above.

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		<p>Buyer shall pay the Actual Line Rental Charges for each Billing Period or the Line Rental Cap, whichever is lower. Any Line Rental Charges in excess of the Line Rental Cap shall be for the sole account of the Seller.</p>	<p>the entire Term of the PSA. <del>The Buyer shall pay the Actual Line Rental Charges for each Billing Period or the Line Rental Cap, whichever is lower.</del> <del>Any Line Rental Charges in excess of the Line Rental Cap shall be for the sole account of the Seller.</del></p>	<p>the LR for the account of the Seller, Member EC's can effectively ensure that their consumers are protected from any potential LR fluctuations since the risk associated with the volatility of LR is fully absorbed by the Seller.</p>	
62	CEDC	<p><b>Section 11. Line Rental</b> 11.1 The Line Rental Cap shall be [__ per kWh to be finalized based on Lot], <b>applied on a per 5-minute interval basis</b> throughout the entire Term of the PSA. The Buyer shall pay the Actual Line Rental Charges for each Billing Period or the Line Rental Cap, whichever is lower. Any Line Rental Charges in excess of the Line Rental Cap shall be for the sole account of the Seller.</p>	<p><b>Section 11. Line Rental</b> 11.1 The Line Rental Cap shall be [__ per kWh to be finalized based on Lot], <b>applied on a monthly basis</b> throughout the entire Term of the PSA. The Buyer shall pay the Actual Line Rental Charges for each Billing Period or the Line Rental Cap, whichever is lower. Any Line Rental Charges in excess of the Line Rental Cap shall be for the sole account of the Seller.</p>	<p>For SBAC's consideration that the provision for Line Rental be revised and instead be applied on a monthly basis and not on a 5-minute interval basis. This is considering that the TOR and the draft PSA provides that the Line Rental Cap shall be compared to the Line Rental Charges for each billing period. The provisions applying the Line Rental Cap per 5-min interval basis contradicts the provision which states that the Line Rental Cap is compared to the Line Rental Charges for each billing period.</p> <p>For further consideration of the SBAC, applying the Line Rental Cap on a monthly basis will</p>	Please refer to the response to Q60 above.

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				effectively offset the extreme highs and extreme lows of Line Rental per 5-min basis. This volatility of Line Rental due to transmission concerns is a factor that is outside the control of both the Seller and the Buyer, and shall be borne by both parties. Having a line rental cap already put the risk on the Seller for the extreme highs of Line Rental. Hence, we would like to raise for SBAC's consideration that the Line Rental Cap be applied on a monthly basis.	
63	SPI, MPI	<p><b>Section 11. Line Rental</b></p> <p>11.2.8 Final Reconciliation and Payment. In the final Billing Period of the Term, the Seller shall conduct a full reconciliation of any remaining Excess Line Rental Charges and shall remit the outstanding balance to the Buyer within fifteen (15) Business Days from the confirmation of the Buyer for the remaining Excess Line Rental Charges.</p>	<p>The Line Rental Cap should be calculated on a monthly basis rather than on a per-interval basis to align with the approach adopted by other CSPs and ERC-approved PSAs. Setting the LR cap using a monthly average allows natural fluctuations in market prices to be smoothed over the billing period, effectively capturing both peak and off-peak scenarios.</p> <p>By contrast, applying the LR cap on a per-interval basis creates an</p>	For clarification and better understanding of all the bidders.	Please refer to the response to Q60 above.

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			undue advantage for the DUs while exposing suppliers to temporary spikes in market prices within specific 5-minute intervals. A monthly approach ensures a more equitable allocation of risk and a more balanced reflection of market conditions during the relevant billing period.		
64	GNPD	Section 12.2  All present and future national, local or other lawful taxes, duties, levies, or other impositions applicable to Buyer arising from or in connection with its rights and obligations under this Agreement shall be paid by Buyer in a timely manner.	All present and future national, local or other lawful taxes, duties, levies, or other impositions applicable to Buyer arising from or in connection with its rights and obligations under this Agreement, including taxes, duties, levies or impositions applicable to the sale of electricity shall be paid by Buyer in a timely manner.	Suggest to revise  The proposed insertion clarifies the commercial intent that any taxes directly levied on the transaction itself—specifically the sale of electricity—are strictly pass-through charges	Please refer to the response to Q60 above.
65	GNPK	<b>SECTION 13. PROMPT PAYMENT DISCOUNT</b>	1. Kindly confirm if the PPD can be a fixed nominal value rather than a percentage of the Contract Price?  2. Or can the Bidder offer other PPD percentage?		PPD shall be equivalent to at least three percent (3%) of the non-fuel fees. It shall not be offered as a fixed nominal amount.  The Bidder may offer a higher PPD percentage, provided that it shall not be lower than 3%. However, the

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			<p>3. Kindly also confirm whether the Bidder can offer other timeline for the availment of PPD (i.e. 20 days).</p> <p>Please confirm that the PPD submitted by the bidder will be considered in the evaluation. If so, how will the BAC evaluate should there'll be different offers for the PPD timeline?</p>		<p>PPD shall <b>not</b> be included in the evaluation of the Bidder's Financial Proposal.</p> <p>The Bidder may offer a PPD period longer than fifteen (15) calendar days. However, such shall likewise not be considered in the evaluation of the Bidder's Financial Proposal.</p> <p>For avoidance of doubt, the PPD shall not be included in the evaluation of bids.</p>
66	CEDC	<b>Section 13 on Prompt Payment Discount</b>	For reconsideration please as the requirements to enjoy PPD seems very light and the 3% PPD on all components may be too burdensome on the generators.		<p>Proposal not accepted.</p> <p>To stress, the PPD is the 3% discount based on the total Capital Recovery Fee, Fixed Operations and Maintenance Fee, and Variable Operations and Maintenance Fee for the Billing Period.</p>
67	MPI and SPI	13.1 Prompt Payment Discount	<p>Suggest to revise 13.1 as follows:</p> <p>Seller shall extend a three percent (3%) discount xxx as a Prompt Payment Discount if:</p>	To ensure Buyer's entitlement to PPD in view of the varying tax profiles or exemptions of the Buyer's customers.	Proposal not accepted.

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			<p>a. xxx</p> <p>b. xxx</p> <p>c. The Buyer has submitted all necessary BIR Tax Certificates for all taxes withheld.</p> <p>d. Buyer shall submit other relevant documents covering the applicable Billing Period as Seller may require.</p>		
68	MPI and SPI	<b>13.2 Prompt Payment Discount (PPD)</b>	We suggest that the PPD should be given only in case of full payment.		Proposal not accepted.
69	EDC	<p><b>SECTION 13. PROMPT PAYMENT DISCOUNT / Page 14</b></p> <p>Sec 13.2 If the Buyer makes a partial payment within the applicable Prompt Payment Period, the Seller shall still grant a Prompt Payment Discount determined on a pro rata basis.</p> <p>xxx</p>	<p>1) We would like to clarify why a 15-day window to secure payment to avail PPD is insufficient, as most ECs typically manage shorter timelines.</p> <p>We recommend removing this portion of Sec 13.2 in the PSA, otherwise Bidders may consider this lessened advantage in the PPD through the bidding rates.</p>		Proposal not accepted.

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70	TLI	13.2 If the Buyer makes a partial payment within the applicable Prompt Payment Period, the Seller shall still grant a Prompt Payment Discount determined on a pro rata basis.	13.2 If the Buyer makes a partial payment within the applicable Prompt Payment Period, the Seller shall still grant a Prompt Payment Discount determined on a pro rata basis, provided that full payment of the Seller Invoice is made by the Buyer on or before the Due Date.	This is to align with the PPD condition that "Buyer is up to date with all its payment obligations under this Agreement."	Proposal accepted.
71	CEDC	<b>Section 13. Prompt Payment Discount (item13.2 to 13.6)</b>	Can we qualify what will be the reasons why the buyers cannot pay the whole amount as prescribed? Considering that at this time, the customer was not able to pay the whole amount, would the customer still be entitled to avail PPD in the next succeeding months?		1. Please see the response to Q75.  2. Yes provided that the Member EC availed of the PPD for the immediately preceding three (3) consecutive months
72	EDC	<b>SECTION 13. PROMPT PAYMENT DISCOUNT / Page 14</b>  Sec. 13.3 If the Buyer pays by check within the Prompt Payment Period, the Buyer shall be entitled to the corresponding Prompt Payment Discount; provided, however, that if such check is dishonored for insufficient funds or	We propose to revise this provision for clarity that the PPD may only be availed by the Buyer when payment is actually received by the Seller.  ---  We propose removing the phrase 'by check' to exclude check pick-up arrangements and clarify that		Proposal not accepted.

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		is not cleared by the Seller's bank, the Buyer shall not be entitled to any Prompt Payment Discount for the relevant Seller Invoice.	the reckoning date for payment shall be the date payment is successfully credited to the Seller's account.		
73	GNPD	<p>Section 13.3</p> <p>If the Buyer pays by check within the Prompt Payment Period, the Buyer shall be entitled to the corresponding Prompt Payment Discount; provided, however, that if such check is dishonored for insufficient funds or is not cleared by the Seller's bank, the Buyer shall not be entitled to any Prompt Payment Discount for the relevant Seller Invoice.</p>	<p>If the Buyer pays by check within the Prompt Payment Period, the Buyer shall be entitled to the corresponding Prompt Payment Discount, to be implemented in accordance with Section 13.5; provided, however, that if such check is dishonored for insufficient funds or is not cleared by the Seller's bank, the Buyer shall not be entitled to any Prompt Payment Discount for the relevant Seller Invoice.</p>	Suggest to revise for clarity of implementation	Proposal accepted
74	EDC	<p><b>SECTION 13. PROMPT PAYMENT DISCOUNT / Page 14</b></p> <p>13.6 The Buyer shall be entitled to Prompt Payment Discount in the event of force majeure, any regulatory issuances, pandemic, or</p>	During periods of Force Majeure, incentives like PPD should not be automatically granted as the Seller may also be affected by the said Force Majeure event.		Please see the response to Q75.

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		<p>geo political conflicts affecting or restricting the collection and/or preventing disconnection of consumers, provided that the Buyer has availed of the PPD of the immediately preceding three (3) consecutive months.</p> <p>The Seller expressly agrees that the occurrence of such events constitutes a valid basis for the continued application of the PPD, and the same shall be automatically extended without need of further approval from the Seller.</p>			
75	GNPD	<p>Section 13.6</p> <p>The Buyer shall be entitled to Prompt Payment Discount in the event of force majeure, any regulatory issuances, pandemic, or geo political conflicts affecting or restricting the collection and/or preventing disconnection of consumers, provided that the Buyer has availed of the PPD of the immediately</p>	<p>The Buyer shall may be entitled to Prompt Payment Discount in if it is unable to pay the full amount due under the Billing Statement within the Prompt Payment Period due to an the event of force majeure, any regulatory issuances, pandemic, or geo political conflicts affecting or restricting the collection and/or preventing disconnection of consumers, ; provided that the Buyer has qualified for and availed of the PPD of the immediately</p>	<p>By legal definition, a Force Majeure (FM) event excuses both parties from their contractual obligations. Automatically enforcing a one-sided financial obligation on the Seller contradicts this principle. Furthermore, a Prompt Payment Discount (PPD) is strictly a commercial reward for actual, timely cash flow. Extending the PPD for delayed payments defeats its core economic purpose. Nonetheless, in good faith, we</p>	<p>Proposal accepted.</p>

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		<p>preceding three (3) consecutive months.</p> <p>The Seller expressly agrees that the occurrence of such events constitutes a valid basis for the continued application of the PPD, and the same shall be automatically extended without need of further approval from the Seller.</p>	<p>preceding three (3) consecutive months, provided further that any Prompt Payment Discount to be granted under this provision shall be upon the written request of the Buyer and subject to the Seller's approval.</p> <p>The Seller expressly agrees that the occurrence of such events constitutes a valid basis for the continued application of the PPD; <del>and the same shall be automatically extended, without need of further approval from the Seller.</del></p>	<p>propose allowing the PPD extension subject to the Seller's consent. This prevents an automatic financial penalty and ensures both parties can fairly assess their working capital during a crisis.</p>	
76	CEDC	<b>Section 14. Disputed Bills</b>	For reconsideration of the inclusion of a guarantee that despite the dispute, the BUYER is still obligated to make payment to ensure the continuity of supply.		<p>The PSA current provides that there should be no offsetting of payment between Buyer and Seller unless allowed by the PSA.</p> <p>Also, there shall be no withholding of disputed amounts, except in cases of inadvertent errors in the amount or inadvertent errors in</p>

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					calculating the applicable rate or as otherwise allowed under the PSA.
77	EDC	<p><b>SECTION 14. DISPUTED BILLS</b> <b>14.3 / Page 15</b></p> <p>In case the claim of Buyer as to a disputed invoice is found by Seller to be meritorious, the pertinent adjustments in the subject invoice shall be reflected in the succeeding invoice to be issued by Seller. In case of overpayment by Buyer, Seller shall credit the same in the next immediate Seller Invoice.</p>	Propose to revise the last sentence of the statement to: "In the event of an overpayment, the amount shall be reflected in the next immediate Seller Invoice"	We propose that in the event of an overpayment, the amount shall be reflected in the next immediate Seller invoice	<p>Proposal not accepted.</p> <p>In case of overpayment by Buyer, Seller shall credit the same in the next immediate Seller Invoice.</p>
78	EDC	<p><b>SECTION 14. DISPUTED BILLS / Page 15</b></p> <p>14.4 If any disputed Seller Invoice remains unresolved after thirty (30) Days from the Reconciliation Meeting, Buyer shall be allowed to deduct the disputed portion of the Seller Invoice from its succeeding bills until the disputed amount is fully settled. The disputed Seller Invoice shall still be resolved by</p>	Since electricity has already been supplied and received, the Buyer should be obligated to pay in full without any deductions or set-offs. Allowing a 30-day window for automatic deductions of disputed amounts gives the Buyer an undue advantage, as they would continue to receive the service while withholding payment. This also does not encourage prompt dispute resolution on the part of the Buyer.		Proposal not accepted.

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		Seller within the period and in accordance with the procedure set out in SECTION 18.			
79	CEDC	<b>Section 15 Force Majeure</b>	For clarification - During an occurrence of FME, and the BUYER is still able to receive energy or has received energy, then the obligation to pay for whatever was received shall remain. If the BUYER is unable to make payment because of the occurrence of FME, but was able to receive energy from the SELLER despite the FME, then the BUYER shall make payment after the cessation of the FME, if payment is already due.		<p>1. Notwithstanding the occurrence of a Force Majeure, the Parties shall perform their obligations under the PSA to the extent the performance of such obligations is not impeded by the Force Majeure.</p> <p>2. During an event of Force Majeure preventing Buyer from taking or receiving the Contract Capacity, Seller may freely sell the Contract Capacity or a portion thereof to third parties, including the WESM. On the other hand, in the event that the Seller is prevented from supplying the Contract Capacity, the Buyer shall be entitled to purchase such replacement power from the WESM to the extent affected by such event of Force Majeure, at its own cost.</p>

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80	EDC	<b>Section 15 Force Majeure</b>	May the Winning Bidder still be able add to the list of Events of Force Majeure for items related to operations of its plants and performance to the PSA that is specific for the Winning Bidder, during PSA negotiations?	This is in case there are items that are specific for the Winning Bidder.	The current language of the Force Majeure provisions shall be retained.
81	EDC	<p>"SECTION 15. FORCE MAJEURE</p> <p>15.1 Meaning of Force Majeure. Events of Force Majeure are extraordinary events or circumstances which are not foreseeable or though foreseen, are inevitable and are beyond the will, control, participation, and influence of the affected Party."</p>	<p>"Propose to add additional description to Events of Force Majeure:</p> <p>10.1 Meaning of Force Majeure. An Event of Force Majeure shall mean any event or circumstance not within the reasonable control of the Party affected, if and to the extent that:</p> <p>a) such event or circumstance, despite the exercise of reasonable diligence, cannot be or caused to be prevented, avoided, or removed by such Party and is not attributable to the negligence or willful misconduct of such Party;</p> <p>b) such Party has taken all reasonable precautions, due care, and reasonable alternative</p>	This is to introduce revisions in the PSA to guide both Parties.	The current language of the Force Majeure provisions shall be retained.

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			<p>measures in order to avoid the effect of such event on its ability to perform its obligations and to mitigate the consequences thereof;</p> <p>c) such event is not the result of the failure of the affected Party to perform any of its obligations under this Agreement; and</p> <p>d) such event materially affects (in cost and/or time) the performance by the affected Party of its obligations under this Agreement;</p> <p>"</p>		
82	MPI and SPI	<p>15.1.3 Other Events of Force Majeure (Force Majeure-Acts of Man)</p> <p>Force Majeure events directly or indirectly affecting the Philippines include:</p> <p>a. xxx</p> <p>b. xxx</p> <p>c. xxx</p> <p>d. any other event of similar nature which prevents Seller from delivering the Contract Capacity to</p>	<p>Suggest to revise 15.1.3 as follows:</p> <p>Events of Force Majeure occurring in or directly <del>indirectly</del> affecting the Philippines include:</p> <p>a. xxx</p> <p>b. xxx</p> <p>c. xxx</p> <p>d. Order, proclamation, decree and ordinance issued by the government or any of its instrumentalities that significantly halt the economic activity and has</p>	To provide more illustrations of Events of Force Majeure.	The current language of the Force Majeure provisions shall be retained.

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		the Buyer, or prevents Buyer from receiving the Contract Capacity from Seller.	<p>the effect of material reduction of the Buyer's energy demand without its fault;</p> <p>e. An act or omission of the System Operator that prevents the transmission of electricity from the Facility;</p> <p>f. When changes in Applicable Laws prevent the Seller from supplying power to the Buyer, and/or prevent the Buyer from buying power from the Seller; and</p> <p><b>g.</b> any other event of similar nature xxx</p>		
83	GNPK	<p><b>Section 15 Force Majeure</b></p> <p><u>15.1.4 Other Events That Will Exempt Performance of Obligation (Unavailability of the Transmission Lines)</u></p> <p>The unavailability of the transmission system, whether due to scheduled or unscheduled outages by the System Operator,</p>	<p>1. Please confirm that this provision may be further negotiated/improved during PSA negotiation.</p> <p>2. For 15.1.4: Please clarify the treatment of energy not dispatched due to transmission limitations, system operator directives, or Buyer-side constraints?</p>		<p>1. The current language of the Force Majeure provisions shall be retained.</p> <p>2. If said limitations fall within the parameters of Section 15.1.4, the same shall be treated as a Force Majeure event.</p> <p>3. Any Line Rental Charges, if applicable, shall be treated in</p>

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		<p>shall be considered an Event of Force Majeure under the following circumstances:</p> <p>a. In the event that the Seller is prevented from delivering to the Buyer the required Contract Capacity and/or Associated Energy, or the Buyer from accepting the Contract Capacity and/or Associated Energy;</p> <p>b. Any System Emergency or Transmission Failure that may affect the delivery by the Seller, or acceptance by the Buyer of power (e.g., manual load dropping or automatic load dropping brought by yellow and red alert notices). In case of disagreement as to the existence of the Transmission Failure, the Parties shall secure the necessary certification from the System Operator, which certification shall bind both Parties; and</p>	<p>3. Kindly clarify whether the Seller remains entitled to recover line rental charges during periods where actual energy delivery is curtailed due to transmission constraints, NGCP outage events, Force Majeure, or system security actions beyond the Seller's control.</p> <p>4. May we kindly request clarification on the scope and treatment of Force Majeure events, particularly with respect to fuel supply interruptions, transmission constraints, changes in law, and government-imposed restrictions affecting plant operations?</p>		<p>accordance with Section 11, applicable market rules, and IEMOP settlement procedures, including the Line Rental Cap.</p> <p>4. Please refer to Section 15.1.7 on the consequences of a Force Majeure event.</p>

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		<p>c. Appropriate actions taken in response to any orders, warnings or advice given by the DOE, the ERC and the System Operator for safety reasons to implement emergency shutdown.</p> <p>Force Majeure shall not include lack of funds for the performance of any obligation under this Agreement.</p>			
84	EDC	<p><b>Section 15 Force Majeure</b></p> <p><u>15.1.4 Other Events That Will Exempt Performance of Obligation (Unavailability of the Transmission Lines)</u></p> <p>The unavailability of the transmission system, whether due to scheduled or unscheduled outages by the System Operator, shall be considered an Event of Force Majeure under the following circumstances:</p>	<p>"Propose to add the following items in: 15.1.4 Other Events That Will Exempt Performance of Obligation (Unavailability of the Transmission Lines)</p> <p>...</p> <p>d. expropriation or compulsory acquisition of all or any material part of the Plant, including any sub-transmission or substation facilities to which such facilities are connected by any Governmental Authority</p>	<p>We propose this amendment to cover possible scenarios of Force Majeure</p>	<p>The current language of the Force Majeure provisions shall be retained.</p>

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		<p>a. In the event that the Seller is prevented from delivering to the Buyer the required Contract Capacity and/or Associated Energy, or the Buyer from accepting the Contract Capacity and/or Associated Energy;</p> <p>b. Any System Emergency or Transmission Failure that may affect the delivery by the Seller, or acceptance by the Buyer of power (e.g., manual load dropping or automatic load dropping brought by yellow and red alert notices). In case of disagreement as to the existence of the Transmission Failure, the Parties shall secure the necessary certification from the System Operator, which certification shall bind both Parties; and</p> <p>c. Appropriate actions taken in response to any orders, warnings or advice given by</p>	<p>e. arbitrary, capricious or unreasonable denial, conditioning, variation, termination or voiding of, or failure or delay in granting or renewing any Governmental Permit required for such Party's performance of its material obligations hereunder, notwithstanding such Party's due application therefore and diligent efforts to obtain the same</p> <p>f. the adoption, enactment or application to it, Seller of: (i) any Governmental Authority not existing or not applicable to either Party, on the date of this Agreement; or (ii) any change in any legal requirement or the application, implementation, enforcement, or interpretation thereof by a Governmental Authority after the date of this Agreement, as applicable; and</p> <p>g. any other event of similar nature which prevents Seller from delivering electricity to Buyer or</p>		

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		<p>the DOE, the ERC and the System Operator for safety reasons to implement emergency shutdown.</p> <p>Force Majeure shall not include lack of funds for the performance of any obligation under this Agreement.</p>	prevents Buyer from receiving electricity from Seller."		
85	EDC	<b>SECTION 15. FORCE MAJEURE / Page 15</b>	<p>Propose to add the following items in: 15.1.4 Other Events That Will Exempt Performance of Obligation (Unavailability of the Transmission Lines)</p> <p>...</p> <p>d. expropriation or compulsory acquisition of all or any material part of the Plant, including any sub-transmission or substation facilities to which such facilities are connected by any Governmental Authority</p> <p>e. arbitrary, capricious or unreasonable denial, conditioning, variation, termination or voiding of, or failure or delay in granting or renewing any Governmental</p>	We propose this amendment to cover possible scenarios of Force Majeure	The current language of the Force Majeure provisions shall be retained.

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			<p>Permit required for such Party's performance of its material obligations hereunder, notwithstanding such Party's due application therefore and diligent efforts to obtain the same</p> <p>f. the adoption, enactment or application to it, Seller of: (i) any Governmental Authority not existing or not applicable to either Party, on the date of this Agreement; or (ii) any change in any legal requirement or the application, implementation, enforcement, or interpretation thereof by a Governmental Authority after the date of this Agreement, as applicable; and</p> <p>g. any other event of similar nature which prevents Seller from delivering electricity to Buyer or prevents Buyer from receiving electricity from Seller.</p>		

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86	EDC	<p><b>SECTION 15. FORCE MAJEURE / Page 15</b></p> <p>15.1.5 Other Events That Will Exempt Performance of Obligation (Unavailability of the Sub-Transmission System and Distribution System)</p> <p>The unavailability of the sub-transmission or distribution system due to unscheduled outages that prevents Buyer from receiving power from the Grid, whether it affects a part or the entirety of Buyer's distribution system, arising from causes beyond the Buyer's will or control and not attributable to the Buyer's fault or negligence, shall be considered an Event of Force Majeure.</p>	<p>We propose to amend this provision to mutualize it for both Buyer and Seller:</p> <p>The unavailability of the sub-transmission or distribution system due to unscheduled outages that prevents Buyer from receiving power from the Grid whether it affects a part or the entirety of Buyer's distribution system, or Seller from delivering power to the Grid, arising from causes beyond the affected Party's will or control and not attributable to the affected Party's fault or negligence, shall be considered an Event of Force Majeure.</p>		Proposal accepted.
87	EDC	<p><b>SECTION 16. DEFAULTS AND TERMINATION / Page 18</b></p>	<p>To lessen the exposure of the Parties, especially the Seller who has already provided the agreed service to Buyer, we propose to revise as follows:</p>		Proposal not accepted.

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		16.1. 1. A Party fails to make any payment required pursuant to this Agreement when due and payable and such payment is not made within ten (10) Days after the Due Date.	16.1.1 A Party fails to make any payment required pursuant to this Agreement when due and payable and such payment is not made within the Due Date.		
88	EDC	<p>"SECTION 16. DEFAULTS AND TERMINATION / Page 18            ""16.1 Events of Default</p> <p>16.1.1 A Party fails to make any payment required pursuant to this Agreement when due and payable and such payment is not made within ten (10) Days after the Due Date."""</p>	<p>"To lessen the exposure of the Parties, especially the Seller who has already provided the agreed service to Buyer, we propose to shorten the period for default on failure to pay to three (3) Days after Due Date.</p> <p>In case of the Seller, the Seller is already exposed from payment by at least thirty (30) Days from receipt of Seller Invoice by Buyer (or ""Due Date""). Each day additional that the Seller is not paid will result in cost of money, where the Seller may have already invested the amount paid.</p> <p>After Sec. 16.1.1, Seller may then issue a Notice of Default, then an additional five (5) days for Curing Period and an additional fifteen</p>	<p>"The payment exposure of the Seller is already long, we propose to lower the exposure even by a little by shortening the period to default for non-payment to three (3) Days.</p> <p>"</p>	Proposal not accepted

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			<p>(15) days minimum prior to Termination. That's at least already fifty (50) days payment exposure already. Though the Seller has the option to suspend supply, both Parties still need to wait for ERC approval prior to proceeding. An ERC approval also has to be received prior to Termination.</p> <p>The payment exposure of the seller is already long, we propose to lower the exposure even by a little by shortening the period to default for non-payment to three (3) Days.</p> <p>"</p>		
89	MPI and SPI	<p><b>16.1 Events of Default</b></p> <p>16.1.3 A Party becomes bankrupt or there occurs a default, event of default or other similar condition or event with respect to the Buyer under one or more agreements or instruments to which it is a party.</p>	<p>Suggest to revise 16.1.3 as follows:</p> <p>A Party becomes insolvent, bankrupt, enters rehabilitation or liquidation proceedings, which default results in acceleration of such indebtedness and remains uncured after applicable grace periods. <del>or there occurs a default, event of default or other similar condition or event with respect to the Buyer under one or more</del></p>	<p>Revision is intended to clarify and narrow the scope of the insolvency-related Event of Default to circumstances involving a material and continuing financial impairment affecting the relevant Party's ability to perform its obligations under the PSA.</p> <p>The revision limits the Event of Default to insolvency, bankruptcy, rehabilitation, liquidation, or financial defaults resulting in acceleration of indebtedness and</p>	Proposal not accepted

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			agreements or instruments to which it is a party	remaining uncured beyond applicable grace periods, which are more objective and commercially material indicators of actual financial distress.	
90	EDC	<p><b>SECTION 16. DEFAULTS AND TERMINATION / Page 19</b></p> <p>16.3 Suspension upon Event of Default</p> <p>In case an Event of Default is awaiting to be cured during the Cure Period under SECTION 16.1, the Non-Defaulting Party may suspend this Agreement, subject to the approval of the ERC, until such time the Event of Default is cured, or the applicable Cure Period lapsed.</p>	We propose to remove the condition providing for ERC approval in cases of suspension by the Non-Defaulting Party while the Event of Default is being cured. We however, agree to retain the condition prior to termination of the PSA.		Proposal not accepted.
91	EDC	<p><b>SECTION 16. DEFAULTS AND TERMINATION / Page 20</b></p>	<p>Propose to add details on Parties actions following Termination Upon default:</p> <p>16.4 Upon termination of this Agreement due to an Event of Default attributable to Buyer,</p>	We propose to add details on Parties actions following Termination Upon default to guide Parties.	<p>Proposal partially accepted.</p> <p>Upon termination of the PSA due to an Event of Default attributable to the Buyer, the Buyer shall pay the Seller all pending amounts that are due and demandable under the</p>

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			<p>Seller's obligations shall thereupon cease and, in addition to Seller's other rights and remedies hereunder, Buyer shall pay on the date of termination: (a) all amounts due and demandable, including all unbilled Monthly Fee, Costs, taxes, fees, and charges, up to and including the date of termination, (b) Liquidated Damages, as applicable stated in Section 17.1, and (c) all costs (including any value-added tax) and all damages resulting from the termination of this Agreement. The termination of this Agreement shall be without prejudice to all rights that have already accrued to or vested in Seller immediately prior to the termination.</p> <p>16.5 Upon termination of this Agreement due to an Event of Default attributable to Seller, Buyer's obligations shall thereupon cease and, in addition to Buyer's other rights and remedies hereunder, Seller shall pay on the date of termination all Costs</p>		<p>PSA, if any, including liquidated damages, if applicable.</p> <p>Upon termination of the PSA due to an Event of Default attributable to the Seller, the Seller shall pay the Buyer all pending amounts that are due and demandable under the PSA, if any, including liquidated damages, if applicable, and the forfeiture of the Seller's Performance Security.</p>

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			(including any value-added tax) resulting from the termination of this Agreement. The termination of this Agreement shall be without prejudice to all rights that have already accrued to or vested in Buyer immediately prior to the termination.		
92	MPI and SPI	<p><b>16.5.1 Non-fulfilment of Conditions Precedent to Effectivity.</b></p> <p>Nonfulfillment of Conditions Precedent to Effectivity. If any condition to the Effective Date has not been fulfilled on or before sixty (60) Days from the signing of this Agreement, then either Party has the option to terminate this Agreement by giving written notice of such termination to the other Party, provided that the fulfillment of such condition is not within the control of the Party seeking to give such notice, subject to the prior notification to and approval of ERC, pursuant to its rules and regulations. Upon the giving of</p>	Suggest to delete the clause: <i>“subject to the prior notification to and approval of ERC”</i>	There is no need for the approval of the ERC if the termination is due to the non-fulfilment of the conditions precedent. If any of the conditions precedent is not fulfilled, then the agreement did not take effect.	Proposal not accepted.

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		notice of termination, this Agreement shall terminate on the date specified for the termination in such notice, which date shall not be earlier than fifteen (15) Days from the date of such notice, subject to the approval of the ERC.			
93	MPI and SPI	<p><b>16.5.1 Non-fulfilment of Conditions Precedent to Effectivity.</b></p> <p>Nonfulfillment of Conditions Precedent to Effectivity. If any condition to the Effective Date has not been fulfilled on or before sixty (60) Days from the signing of this Agreement, then either Party has the option to terminate this Agreement by giving written notice of such termination to the other Party, provided that the fulfillment of such condition is not within the control of the Party seeking to give such notice, subject to the prior notification to and approval of ERC, pursuant to its rules and regulations. Upon the giving of notice of termination, this</p>	<p>Suggest to revise 16.5.1 as follows:</p> <p>16.5.1 Nonfulfillment of Conditions Precedent to Effectivity. If any condition to the Effective Date has not been fulfilled on or before sixty (60) Days from the signing of this Agreement, then either Party <del>has the option to terminate this Agreement by giving</del> may, by written notice <del>of such termination</del> to the other Party, declare the resolution of this Agreement for failure to become effective. The Parties shall thereafter jointly notify the ERC of such resolution of this Agreement. <del>provided that the fulfillment of such condition is not within the control of the Party seeking to give such notice, subject</del></p>	<p>There is no need for the approval of the ERC if the termination is due to the non-fulfilment of the conditions precedent. If any of the conditions precedent is not fulfilled, then the agreement did not take effect.</p>	<p>Proposal not accepted.</p>

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		<p>Agreement shall terminate on the date specified for the termination in such notice, which date shall not be earlier than fifteen (15) Days from the date of such notice, subject to the approval of the ERC.</p>	<p><del>to the prior notification to and approval of ERC, pursuant to its rules and regulations. Upon the giving of notice of termination, this Agreement shall terminate on the date specified for the termination in such notice, which date shall not be earlier than fifteen (15) Days from the date of such notice, subject to the approval of the ERC.</del></p>		
94	GNPK	<p><b>SECTION 16. DEFAULTS AND TERMINATION</b></p> <p>16.5.3. Regulatory Rate Reduction or Adjustment. Under no circumstances shall any regulatory rate reductions or adjustments constitute a valid ground for the termination of this Agreement, nor shall such actions be deemed a Force Majeure Event. Furthermore, neither the Buyer nor its consumers shall be liable to indemnify, compensate, or otherwise reimburse the Seller for any revenue loss, damages, opportunity loss or any form of</p>	<p>We would like to clarify that in the event the ERC approves a rate lower than the offered rate in the PSA, this shall not be a ground for contract termination, and the DU shall not be made to absorb or shoulder the resulting financial shortfall.</p> <p>However, to ensure fairness and protect the economic viability of the Winning Bidder's offer, we respectfully propose the inclusion of a statement that the LVECA member ECS shall support the Motion for Reconsideration (MR) of the GenCo/Supplier in such</p>		Proposal not accepted.

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		financial impact resulting from such regulatory rate reduction or adjustment.	cases, particularly when the ERC-approved rate is materially lower than the evaluated and awarded bid price. This is in recognition of the impact on the financial model used in the bid and to preserve the integrity of the CSP outcome.		
95	EDC	<p>"SECTION 17. LIQUIDATED DAMAGES</p> <p>17.1 Liquidated Damages in Case of Default of Buyer.</p> <p>... the Buyer shall pay liquidated damages to the Seller in the amount of Two Thousand Pesos (Php 2,000.00) multiplied by the current Contract Capacity (expressed in MW) as provided in SCHEDULE 2 for each Day of default, including any fraction thereof.</p> <p>The Liquidated Damages shall be computed as follows:</p> <p>Liquidated Damages = Php 2,000.00 × CC (in MW) × No.of Days of Default</p>	<p>"Comparing the Liquidated Damages (LD) for Buyer in Default and Seller in Default results to higher LD amounts to be paid by Seller. Quick computations show that for 30 Days in Default (assuming 10 MW and an P/kWh 8.00 LCOE) Buyer will pay Php 600,000, while Seller will to pay Php 3.416 Million. The difference only increases as the number of days increases.</p> <p>In the interest of fairness, we propose that the LD amount for the Buyer, initially at Php 2,000 fixed then using the LD formula, should be adjusted to be equal to the amount of LD for the Seller."</p>	<p>This is to introduce revisions in the PSA for fairness in LD amounts during default</p>	Proposal not accepted.

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		<p>17.3.3 All Other Defaults by Seller. For any other default by the Seller not covered by the immediately preceding paragraphs, the Seller shall pay Liquidated Damages equivalent to one-tenth (1/10) of one percent (1%) of the amount of the Performance Security for each day the default continues.</p> <p>"</p>			
96	EDC	<p><b>SECTION 17. LIQUIDATED DAMAGES / Page 21</b></p> <p>17.3 Liquidated Damages in Other Cases of Default of Seller.</p> <p>"... plus the Buyer's Distribution Supply and Metering ("DSM") and Reinvestment Fund for Sustainable Capex ("RFSC") charges per kWh of Replacement Power secured by the Buyer."</p>	<p>We would like to clarify the basis for including "Buyer's Distribution Supply and Metering ("DSM") and Reinvestment Fund for Sustainable Capex ("RFSC") charges per kWh of Replacement Power secured by the Buyer" to the Seller's cost.</p>		<p>Said amounts shall constitute the Liquidated Damages, in lieu of all other damages, in case of Seller default due to failure to supply under Sections 17.3.1 and 17.3.2.</p>
97	EDC	<p><b>SECTION 17. LIQUIDATED DAMAGES / Page 22</b></p> <p>17.3.2 If the Buyer is required to source its own Replacement Power due to the Seller's failure to provide</p>	<p>We would like to request for the list of the prevailing DSM and RFSC charges per kWh for all of the LVECA ECs</p>		<p>The same shall be provided to all Bidders.</p>

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		Replacement Power as required under this Agreement, the Seller shall pay the Buyer's prevailing DSM and RFSC charges per kWh of Replacement Power secured by the Buyer.			
98	EDC	<p><b>SECTION 17. LIQUIDATED DAMAGES / Page 22</b></p> <p>17.3.3 All Other Defaults by Seller. For any other default by the Seller not covered by the immediately preceding paragraphs, the Seller shall pay Liquidated Damages equivalent to one-tenth (1/10) of one percent (1%) of the amount of the Performance Security for each day the default continues.</p>	We request to list all the events of default for clarity.		Please refer to Sections 16.1.1 to 16.1.3
99	SPI, MPI	<p><b>17.3.3 All Other Defaults by Seller.</b></p> <p>For any other default by the Seller not covered by the immediately preceding paragraphs, the Seller shall pay Liquidated Damages equivalent to one-tenth (1/10) of one percent (1%) of the amount of</p>	<p>Revise 17.3.3 to:</p> <p>For any other default by the Seller not covered by the immediately preceding paragraphs <b>or remedied in Section 9.4 of this Agreement</b>, the Seller shall pay Liquidated Damages equivalent to one-tenth (1/10) of one percent (1%) of the</p>		Proposal unclear, thus the same is rejected.

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		the Performance Security for each day the default continues.	amount of the Performance Security for each day the default continues.		
100	FDCMPC	<b>Section 17. Liquidated Damages</b>	<p>For purposes of clarity and proper implementation of the PSA, may we respectfully request confirmation that recoveries arising from the same Event of Default are intended not to result in duplication of recovery for the same loss or damage under multiple remedy provisions of the Agreement.</p> <p>To further reflect this understanding, may we respectfully propose the inclusion of a provision in Section 17, as follows:</p> <p><i>“17.4 Notwithstanding any provision of this Agreement, neither Party shall be entitled to recover duplicative amounts for the same loss or damage arising from the same Event of Default.”</i></p>	For purposes of clarity and to prevent any unintended overlap of recoveries if this is the intention of the PSA.	Proposal not accepted.
101	TVI	<b>Section 17.4 Liquidated Damages</b>	Upon the occurrence of the event/s provided in SECTION 17.3, the	Propose to make this mutual. Buyer Default can happen also.	Proposal accepted

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		<p>Upon the occurrence of the event/s provided in SECTION 17.3, Buyer shall notify Seller in writing of said event/s and such other information to support the same. Seller shall have ten (10) Days from receipt of the notice to respond to Buyer. If the Seller fails to respond within such period or fails to satisfactorily refute the claimed event, the Seller shall pay the applicable Liquidated Damages within thirty (30) Days from written demand by the Buyer. If the Seller fails to pay within such period, the Buyer may draw the unpaid amount from the Performance Security, without prejudice to the Seller's obligation to replenish the same in accordance with SECTION 5.3. Any such Liquidated Damages shall not be passed on to the Buyer or its consumers.</p>	<p>non-defaulting Party Buyer shall notify the defaulting Party Seller in writing of said event/s and such other information to support the same. The Party in default Seller shall have ten (10) Days from receipt of the notice to respond to Buyer. If the defaulting Party Seller fails to respond within such period or fails to satisfactorily refute the claimed event, it the Seller shall pay the applicable Liquidated Damages within thirty (30) Days from written demand by the non-defaulting Party Buyer. If the Party in default is the Seller and Seller fails to pay within such period, the Buyer may draw the unpaid amount from the Performance Security, without prejudice to the Seller's obligation to replenish the same in accordance with SECTION 5.3. Any such Liquidated Damages shall not be passed on to the Buyer or its consumers.</p>	<p>Unacceptable if such events of default don't have consequences</p>	
102	SPI, MPI	<b>18.1 Dispute Resolution</b>	We suggest to revise as follows:	We suggest to shorten the period for the parties to meet, from 60 days to 30 days, to resolve the	Proposal not accepted.

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		<p>If any dispute or disagreement (“Dispute”) shall arise between the Parties in connection with this Agreement, either Party may request in writing that the respective chief executive officers of Seller and Buyer meet within sixty (60) Days and attempt to resolve the Dispute. The Parties shall exert every effort to first resolve the Dispute amicably by mutual consultation.</p>	<p>If any dispute or disagreement xxx meet within <b>thirty (30)</b> Days and attempt to resolve the Dispute.</p>	<p>dispute. This will prevent further loss from either party.</p>	
103	EDC	<p><b>SECTION 18. DISPUTE RESOLUTION AND VENUE OF ACTION / Page 22</b></p> <p>18.1 If any dispute or disagreement (“Dispute”) shall arise between the Parties in connection with this Agreement, either Party may request in writing that the respective chief executive officers of Seller and Buyer meet within sixty (60) Days and attempt to resolve the Dispute. The Parties shall exert every effort to first resolve the Dispute amicably by mutual consultation.</p>	<p>"Propose to add more details of the Dispute Resolution Protocol as follows:</p> <p>18.1 Any dispute, controversy, claim or difference of any kind whatsoever arising out or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination (the “Dispute”) shall first be attempted to be resolved by discussions and consultations between the Parties in good faith for a period of forty-five (45) Days</p>	<p>This is to introduce revisions in the PSA to guide both Parties.</p>	<p>Proposal not accepted.</p>

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		<p>18.2 Should parties fail to reach an amicable settlement after mutual consultation, any Dispute arising from this Agreement shall then be settled through arbitration, at a venue within the Philippines, with the rules of Republic Act No. 876 and Republic Act No. 9285 deemed incorporated by reference in this clause.</p> <p>18.3 In the event such officers are unable to resolve such Dispute through the above arbitration clause, the ERC has the jurisdiction to hear and decide the Dispute between parties arising from this Agreement, in the exercise of its powers and functions under the EPIRA.</p>	<p>after written notice has been sent by any Party to the other Party (the "Consultation Period"). If a Party provides written notification to the other Party that such attempt to settle a Dispute has failed, then each Party shall promptly appoint a senior representative duly authorized to resolve such Dispute. Each Party shall give notice of the appointment of such a senior representative to the other Party, and such senior representatives shall try to find a settlement. If such senior representatives have not been appointed or are not able to find any settlement within a period of ten (10) Days after the appointment of the senior representative by one Party or such other period as the Parties may agree in writing, then either Party shall have the right to have such Dispute resolved in accordance with the process set out in Sections 14.1 to 14.5.</p> <p>18.2 Any dispute which remains unresolved after the Consultation</p>		

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			<p>Period shall be filed with the ERC if the same falls under its jurisdiction. Any other dispute arising in connection with this Agreement and to which exclusive jurisdiction has not been vested in the ERC, any Party may submit the Dispute exclusively to arbitration conducted by the Philippine Dispute Resolution Center, Inc. ("PDRCI") in accordance with the PDRCI Rules in effect at the time the application for arbitration is made as may be amended hereunder and which are deemed to be incorporated by reference into this Section. The seat of arbitration shall be in the City of Pasig, Philippines. The language of the arbitration proceedings and written decisions or correspondence shall be English.</p> <p>18.3 The arbitration tribunal shall consist of three (3) arbitrators: each Party shall appoint one (1) arbitrator and the two (2) arbitrators thus appointed shall appoint the third arbitrator who</p>		

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			<p>shall be the presiding arbitrator. If within thirty (30) Days of a request from the other Party, a Party fails to appoint an arbitrator, or if the two (2) arbitrators fail to agree on the third arbitrator within thirty (30) Days after the appointment of the second arbitrator, the appointment shall be made, upon request of a party, by the Chairman of the Philippine Chamber of Commerce. Each Party shall bear its own Costs in the proceedings.</p> <p>18.4 Any award by the arbitration tribunal shall be final and binding upon the Parties and shall be the exclusive remedy between the Parties regarding any Dispute and may be enforced by judgment of a competent court having jurisdiction over the premises. The governing law of this arbitration clause shall be the laws of the Republic of the Philippines.</p> <p>18.5 Except when the Dispute arises from non-payment of Buyer, the Parties shall continue to</p>		

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			<p>perform their respective obligations hereunder during the pendency of any proceeding in arbitration, such that Seller may continue to deliver the Contract Capacity, as the case may be, and Buyer shall continue to pay all due, including disputed amounts without set-off.</p> <p>18.6 Each Party to the arbitration shall bear its own costs and expenses incurred in relation to the arbitration proceedings, including the enforcement thereof.”</p>		
104	SPI and MPI	<p><b>18.2 and 18.3 Venue of Action</b></p> <p>18.2 Should parties fail to reach an amicable settlement after mutual consultation, any Dispute arising from this Agreement shall then be settled through arbitration, at a venue within the Philippines, with the rules of Republic Act No. 876 and Republic Act No. 9285 deemed incorporated by reference in this clause.</p>	<p>We suggest to amend the provisions to the following:</p> <p><b>18.3. If the Dispute falls within the exclusive jurisdiction of the ERC, then the ERC shall hear and decide the Dispute.</b></p>	<p>It appears that if the dispute is not resolved by arbitration, there is still recourse to the ERC. Under arbitration law, the arbitral award is final and binding on the parties. We suggest that if the Dispute is within the jurisdiction of the ERC, then the ERC should hear and decide on the Dispute.</p>	Proposal accepted.

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		18.3 In the event such officers are unable to resolve such Dispute through the above arbitration clause, the ERC has the jurisdiction to hear and decide the Dispute between parties arising from this Agreement, in the exercise of its powers and functions under the EPIRA.			
105	MPI and SPI	<p>Section 19.1</p> <p>Seller may only assign or transfer its rights or obligations to its Affiliates or its consortium's special purpose vehicle pursuant to or associated with (a) this Agreement, (b) the movable property and intellectual property of the Seller, or (c) the revenues or any of the rights or assets of Seller, in each of subsections (a) through (c) with due notice to but without the prior written consent of Buyer, provided, however, that any such assignee of Seller shall be legally, technically and financially capable perform all of Seller's obligations and duties under this Agreement.</p>	<p>Suggest to reword as follows:</p> <p>Seller may only assign or transfer its rights or obligations to its Affiliates or its consortium's special purpose vehicle pursuant to or associated with (a) this Agreement, (b) the Facility, (c) the movable property and intellectual property of the Seller, or <del>(e)</del> (d) the revenues or any of the rights or assets of Seller, in each of subsections (a) through <del>(e)</del> (d) with due notice to but without the prior written consent of Buyer, provided,</p> <p>- xx -</p> <p>Further, Seller may pledge, transfer, sell, encumber or assign</p>	<p>The proposed assignment provisions facilitate the financing and credit support arrangements undertaken by the Bidder with respect to the Facility. As the PSA is a material revenue source for Seller, the ability to assign rights by way of security is a standard and commercially critical requirement for long-term offtake contracts.</p>	Proposal partially accepted.

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		<p>Provided, likewise, that the Deed of Assignment shall state that the Assignor and its stockholders shall be jointly and severally liable for any violation of this Agreement and the prevailing ERC Rules on PSA. Such transfer of rights and obligations under this provision shall require prior notification and approval of the ERC.</p>	<p>the accounts, revenues or proceeds arising from this Agreement in connection with any project financing arrangements.</p>		
106	SPI and MPI	<p>19.2 Assignment of Rights</p> <p>In the event that Buyer's franchise to operate as an electric distribution utility is not renewed or is terminated, or its coverage area is reduced, Buyer shall have the obligation to assign the rights and obligations under the Agreement that are affected by the said non-renewal, termination, or reduction to the new utility with the franchise to operate in the area affected by the non-renewal, termination, or reduction of Buyer's coverage area (the "Successor"). The Seller shall have the corresponding obligation to accept such assignment.</p>	<p>We suggest to amend the provision as follows:</p> <p>"In the event that Buyer's franchise to operate as an electric distribution utility xxx is reduced <b>during the Term of this Agreement</b>, Buyer shall have the obligation xxx"</p>	<p>For clarification and better understanding of all the bidders.</p>	<p>Proposal accepted.</p>

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		<p>If such assignment fails to occur due to reasons not attributable to the fault or negligence of Buyer and/or Seller, the non-renewal, termination, or reduction of Buyer's franchise shall be considered as an Event of Force Majeure. neither Party shall be liable for any termination fees, buy-out fees, or similar compensation payments arising therefrom.</p>			
107	EDC	<p><b>SECTION 19. ASSIGNMENT OF RIGHTS / Page 22</b></p> <p>19.2 In the event that Buyer's franchise to operate as an electric distribution utility is not renewed or is terminated, or its coverage area is reduced, Buyer shall have the obligation to assign the rights and obligations under the Agreement that are affected by the said non-renewal, termination, or reduction to the new utility with the franchise to operate in the area</p>	<p>"The proposed addition aims to protect the Seller from exposure in case of assignment to another Party.</p> <p>19.2 In the event that Buyer's franchise to operate as an electric distribution utility is not renewed or is terminated, or its coverage area is reduced, Buyer shall have the obligation to assign the rights and obligations under the Agreement that are affected by the said non-renewal, termination, or reduction to the new utility with the franchise to operate in the area</p>	<p>We propose the insertions to mitigate credit and operational risks during a mandatory transition of the franchise.</p>	Proposal not accepted

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		<p>affected by the non-renewal, termination, or reduction of Buyer's coverage area (the "Successor"). The Seller shall have the corresponding obligation to accept such assignment.</p> <p>If such assignment fails to occur due to reasons not attributable to the fault or negligence of Buyer and/or Seller, the non-renewal, termination, or reduction of Buyer's franchise shall be considered as an Event of Force Majeure. neither Party shall be liable for any termination fees, buy-out fees, or similar compensation payments arising therefrom.</p>	<p>affected by the non-renewal, termination, or reduction of Buyer's coverage area (the "Successor"), provided that:</p> <p>19.2.1 Such transferee has the legal and financial capacity and requisite licenses, permits and authorizations to carry out the Buyer's obligations under the terms of this Agreement;</p> <p>19.2.2 Buyer has paid all its outstanding obligations to Seller;</p> <p>19.2.3 Buyer's assignee or transferee agrees to assume all the rights, privileges and obligations of Buyer under this Agreement; and</p> <p>12.2.4 Such transfer of rights and obligations under this provision shall require prior notification and approval of the ERC.</p> <p>The Seller shall have the corresponding obligation to accept such assignment."</p>		

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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	Initial Response / Comment
108	GNPK	<b>SECTION 21. CHANGE IN LAW</b>	Please clarify whether new taxes, government charges, market rules, or regulatory directives issued after PSA execution shall qualify as a Change in Law event.		Confirmed.
109	SPI, MPI	<p><b>21. Change in Law</b></p> <p>In the event that any applicable law, rule, or regulation comes into effect after the execution of this Agreement, or if any existing law, rule, or regulation (including any official interpretation thereof) relied upon by the Parties when entering into this Agreement is amended, modified, or repealed in a manner that materially impacts a Party's ability to perform its obligations under this Agreement, the affected Party shall notify the other Party of such change and the resulting adverse impact on its ability to fulfill its obligations. Within fifteen (15) Days of receiving such notice, the Parties shall convene to negotiate in good faith any potential amendments to this Agreement, subject to the approval of the ERC.</p>	<p>Revise 21.1:</p> <p>Xxx is amended, modified, or repealed in a manner that materially impacts a Party's ability to perform its obligations under this Agreement <b>or materially affects the economic balance hereof, the affected Party shall notify the other Party of such change and the resulting adverse impact.</b> Within fifteen (15) Days of receiving such notice, the Parties shall convene to negotiate in good faith the <b>appropriate amendments to preserve the economic balance of this Agreement,</b> subject to the approval of the ERC.</p>		Proposal not accepted

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110	CEDC	<b>Section 21.2. Change in Law</b>	Consider removing the words "and/or". If intent is for the original terms of the agreement to apply until such time that ERC issues its approval, then the same should be controlling. New terms as a result of the CIL shall only become enforceable after approval of the ERC?		Proposal accepted.
111	CEDC	<p><b>Section 21.2. Change in Law</b></p> <p>21.2 Notwithstanding the foregoing, the Parties shall continue to implement the provisions of the Agreement during the course of the negotiations contemplated under <b>SECTION 21.1</b> and/or until the ERC approves any agreed amendments.</p> <p>21.3 Furthermore, the failure of the Parties to reach an agreement under <b>SECTION 21.1</b> shall not constitute grounds for a dispute, nor shall it serve as a basis for the termination of this Agreement.</p>	What happens if parties don't agree? For consideration to remove section 21.3, or provide an alternative the recourse of the parties in case of disagreement.		Proposal not accepted.

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112	TVI	<p><b>Section 21.3</b></p> <p>21.3 Furthermore, the failure of the Parties to reach an agreement under <b>SECTION 21.1</b> shall not constitute grounds for a dispute, nor shall it serve as a basis for the termination of this Agreement.</p>	<p>Furthermore, the failure of the Parties to reach an agreement under SECTION 21.1 shall entitle the affected Party to terminate not constitute grounds for a dispute, nor shall it serve as a basis for the termination of this Agreement, subject to the approval of the ERC.</p>	<p>Propose to delete. The CSP Rules acknowledge that the grounds for pre-termination allow analogous circumstances. Change in Law, being a circumstance outside the control of the parties, should be an event that allows for pre-termination, as long as approved by the ERC.</p>	<p>Proposal not accepted.</p>
113	EDC	<p><b>CHANGE IN CIRCUMSTANCES / Page 24</b></p>	<p>Propose to add Change in Circumstances Provision</p> <p><b>SECTION 22. CHANGE IN CIRCUMSTANCES</b></p> <p>22.1 Change in Circumstances shall include but not be limited to:</p> <p>a. Any change in the applicable laws, regulations, resolutions or ordinances, or their application and interpretation, in force on Effective Date;</p> <p>b. Amendments, modifications, repeal or revocation of approvals, licenses, permits, consents,</p>	<p>We propose the inclusion of a Change in Circumstances provision.</p>	<p>Proposal not accepted.</p>

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			<p>registrations or exemptions in force on Effective Date;</p> <p>c. Any change in the operating environment of the Plant or in the requirements of the grid which require modifications in the Plant or Plant operations; and</p> <p>d. Any extraordinary change in the variables affecting the rate that were not contemplated by the Parties on Effective Date.</p> <p>22.2 Any increase in the Contract Price and/or other material conditions or components of this Agreement as a result of the above changes and agreed upon in writing by the Parties shall be effective upon receipt of an ERC Decision. The Party affected by such Change in Circumstance shall file the application for the approval of the adjustment(s) within thirty (30) Days from execution of such agreement; provided, the other Party may at its option, join the filing of the application with the</p>		

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			<p>ERC or file any pleading in support of such application; provided further that, existing rate shall be implemented for a maximum period of three (3) Billing Periods from date of application. Thereafter, either Party shall have the right to terminate this Agreement within thirty (30) Days from notice by the requesting Party.</p> <p>19.3 If the Parties cannot come to an agreement within thirty (30) Days from receipt of Seller's written notice, either Party shall have the right to terminate this Agreement.</p>		
114	EDC	<p><b>SECTION 22.NOTICES 22.1 / Page 24</b></p> <p>22.1 Any notice, communication, request or correspondence (each a "notice") required or permitted under the terms and conditions of this Agreement shall be in writing, in the English or Filipino language (it being understood that any such communication or paper in a</p>	Address for Notices	We propose to include the name of the addressee to whom the notices will be addressed.	Proposal accepted

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		language other than the same shall be of no force or effect), and shall be (a) delivered personally, or (b) transmitted by electronic mail and either (i) recipient acknowledges receipt to sender or (ii) sender delivers to recipient a transmission confirmation; to the following addresses:			
115	MPI and SPI	<p><b>23.1. Regulatory Compliance</b></p> <p>Regulatory Compliance. Seller shall make available all informational data and documentation, including but not limited to, invoice detailing cost and quantities of fuel purchases, fuel purchase agreements or fuel supply contracts, and fuel cost computations, as may be reasonably required by the ERC or the DOE. Notwithstanding the foregoing, the Seller shall be entitled to redact sensitive, proprietary, or private information; provided, however, that such redactions and any claims of confidentiality shall be governed</p>	<p>Revise <b>23.1 Par. 1</b> as follows:</p> <p>Seller shall make available all informational data and documentation, xxx as may be reasonably required by the ERC or the DOE.</p> <p>Notwithstanding the foregoing, <b>Seller shall not be required to disclose trade secrets, commercially sensitive information, proprietary pricing methodologies, or confidential portions of contracts, except to the extent strictly required by applicable law, the ERC, or the DOE, in which case Seller may provide summaries or extracts.</b></p>		Proposal not accepted.

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		<p>by and made in accordance with the pertinent ERC's guidelines on confidential information, the Data Privacy Act of 2012, and all other applicable laws, rules and regulations.</p> <p>Failure of the Seller to comply with SECTION 23.1 shall be deemed as an Event of Default on the part of the Seller.</p>	<p>The Seller shall be entitled to redact sensitive xxx</p>		
116	SPI, MPI	<p><b>23.9 Consequential Damages</b></p> <p>Consequential Damages. Neither Party shall be liable to the other Party in contract, tort, warranty, strict liability or any other legal theory for indirect, consequential, punitive or exemplary damages resulting from the performance of obligations or the exercise of rights under or pursuant to this Agreement.</p>	<p>Add saving clause in 23.9</p> <p>Neither Party shall be liable xxx the exercise of rights under or pursuant to this Agreement, <b>except in cases of fraud, willful misconduct, or gross negligence.</b></p>	<p>Provision typically excepts fraud / willful misconduct / gross negligence.</p>	<p>Proposal accepted.</p>

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117	EDC	<b>Limitations on Liability / Page 26</b>	<p>Suggest to insert cap on Liability amount for Parties</p> <p>23.11 Liability Cap In addition to the limitations set out above, the liability of each Party to the other Party under (or in connection with) this Agreement (whether arising from breach or otherwise) shall be limited to the sum of Five Million Philippine Pesos (Php5,000,000.00) (the "Cap"), except in cases of willful misconduct or gross negligence, or breach of confidentiality obligations of the Party at fault under this Agreement. Any Costs, Monthly Fee, Early Termination Fee, and any other amount agreed by a Party to be payable by it to the other Party in accordance with the terms and conditions hereof, including interest thereon, which may be due and payable by either Party hereunder, shall not be covered by the Cap nor be included in calculating whether the Cap has been reached.</p>	We propose this amount to manage both Parties' risk exposure.	Proposal not accepted

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118	MPI and SPI		Suggest to add the provision on Data Privacy.		Refer to Section 22.13 Confidentiality Clause
119	MPI and SPI	<b>SCHEDULE 1. DEFINITIONS</b>	<b>Suggest to add:</b>  "Associated Energy" - refers to the Bilateral Contract Quantity ("BCQ") in kilowatt-hours ("kWh") nominated by Buyer and declared by Seller within the term of the Agreement, but in no case shall the Associated Energy be lower than the monthly minimum Capacity Utilization Factor ("CUF") of sixty-five percent (65%). In the event of a Force Majeure situation, the formula for calculating the Associated Energy shall be adjusted in accordance with the formula given in Schedule 7.		Schedule 1 shall be negotiated.
120	GNPK	<b>Schedule 2. Contract Capacity</b>  xxx  Buyer's Minimum Hourly Nomination shall be 35% of the Contracted Capacity for the Billing	We would like to be clarified on the basis of the 35% minimum hourly nomination.	A 35% minimum hourly nomination may be insufficient for the stable and efficient operation of a baseload coal-fired generating facility. Such units are generally designed to operate within a minimum stable load, and sustained operation at low output	Proposal not accepted.

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		<p>Period except in cases of Force Majeure Event.</p> <p>xxx</p> <p>Schedule 4, Section 6.2</p> <p>xxx</p> <p>Minimum Hourly Nomination shall be 35% of the Contracted Capacity for the Billing Period. The Buyer's nomination per 5-minute trading interval shall not be zero and shall not exceed the Contract Capacity per Billing Period divided by twelve. Minimum Hourly Nomination shall be 35% of the Contracted Capacity for the Billing Period except in cases of Force Majeure Events.</p>		<p>levels may adversely affect heat rate, efficiency, equipment condition, and operating reliability. Increasing the minimum hourly nomination to 50% would better align the nomination requirement with the technical and economic operating characteristics of the Facility.</p>	
121	PEDC and CEDC	<p><b>Schedule 2 Contract Capacity</b></p> <p>xxx</p> <p>Buyer's Minimum Hourly Nomination shall be <b>35% of the Contracted Capacity</b> for the Billing Period except in cases of Force Majeure Event.</p> <p>xxx</p>	<p><b>Schedule 2 Contract Capacity</b></p> <p>xxx</p> <p>Buyer's Minimum Hourly Nomination shall be <b>50% of the Contracted Capacity</b> for the Billing Period except in cases of Force Majeure Event.</p> <p>xxx</p>	<p>For BAC's consideration, we respectfully propose increasing the Minimum Hourly Nomination from 35% to 50% to preserve the <b>baseload</b> nature of the supply contract. This adjustment would likewise help optimize power plant operations and enable bidders to offer more competitive tariffs.</p>	Proposal not accepted

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				<p>-- To maintain the <b>baseload</b> nature of the PSA, for SBAC's consideration to increase the Minimum Hourly Nomination from 35% to 50%. This would also allow the bidders to offer a more competitive price and optimize their plant operations.</p>	
122	EDC	<p><b>Capacity nomination / Page 35</b></p> <p><b>Schedule 4.</b></p> <p>4. Monthly Capacity Availability and Nomination Schedule The Seller shall furnish the Buyer non-binding month-ahead capacity availability schedules. In the same manner, the Buyer shall furnish the Seller with the non-binding month-ahead nomination schedules. Such nomination schedules shall reflect the Buyer's good faith estimate of its projected energy requirements for each of the hours during such periods.</p>	<p>We would like to clarify the intention for capacity nomination. If such intention is to define the outage allowance, we may refer to Schedule 4-5 or 4-6 week-ahead/day-ahead nomination for scheduled/planned outages as well as the revised nomination.</p>		Current language shall be retained.

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123	EDC	SECTION 7. WESM OPERATIONS  SCHEDULE 4. BCQ NOMINATION PROTOCOL / Page 8, 37	Schedule 4  5.1.1 Week-Ahead Capacity Availability  6.1. Day-ahead Capacity Availability	We suggest to delete this provision as Seller already commits and will have to prove that it has sufficient available capacity to serve the Buyer.	Proposal not accepted
124	GNPK	Schedule 4, 5.1.1 Week Ahead Capacity Availability  Schedule 4, 6.2 Day-ahead Nomination	Is the Buyer amenable to changes in the timeline for submission of the Week-ahead Capacity Availability and Day-ahead Nomination?		Subject to negotiation
125	EDC	SCHEDULE 4. BCQ NOMINATION PROTOCOL / Page 37	5.1.5 Weekly Running Settlement Report  Seller shall provide a weekly settlement report (Appendix 3) to the Buyer, which shall include the following information: total energy nomination based on the confirmed declared nomination, the current Capacity Utilization Factor (CUF), the cost of fuel, Power Supply Agreement forex rate, and other applicable fees used in computing the estimated bill payment payable to the Seller.	We propose the removal of these provisions to streamline administrative processes, taking into consideration that the Buyer can already make payment estimates using the declared BCQ and existing PSA formulas.	Proposal not accepted

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126	MPI and SPI	<p>Schedule 4 6.2. Day-Ahead Nomination</p> <p>xxx</p> <p>If, for any Day, the Buyer does not furnish the Seller with its Day Ahead Nomination, the nomination for the same date in the applicable Week Ahead Nomination shall be deemed the nominated quantity for that Day, subject to Section 5.1.2 above.</p> <p>If, for any Day, the Buyer does not furnish the Seller with its Day Ahead Nomination, the nomination for the same date in the applicable Month Ahead Nomination shall be deemed the nominated quantity for that Day, subject to Section 4.1 above.</p>	<p>Suggest to revise 6.2 as follows:</p> <p>xxx</p> <p>If, for any Day, the Buyer <del>does not</del> fails to furnish the Seller with its Day Ahead Nomination, the nomination for the corresponding Day under the applicable Week Ahead Nomination shall be deemed the nominated quantity for such Day; provided, however, that in the absence of an applicable Week Ahead Nomination, the nomination for the corresponding Day under the applicable Month Ahead Nomination shall be deemed the nominated quantity for such Day, subject to Sections 4.1 and 5.1.2, respectively <del>above</del>.</p> <p>The Day Ahead Nominations per WESM Trading Interval shall be expressed in MW and limited to four (4) decimal places only. No rounding-off shall be applied by the Seller. The Buyer shall submit its</p>	<p>In order to achieve consistency in the Nomination Protocols.</p>	<p>The proposed revisions to the first paragraph are accepted.</p> <p>The proposed revisions to the second paragraph shall be subject to negotiation with the Winning Bidder.</p>

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		<p>The Day Ahead Nominations per WESM Trading Interval shall be in MW and up to four (4) decimal points only. Day Ahead Nominations in excess of four (4) decimal points shall be rounded-off by the Seller.</p> <p>xxx</p>	<p>Day Ahead Nominations in excess of MW with up to four (4) decimal places <del>points shall be rounded off by the Seller.</del></p>		
127	GNPK	<p><b>Schedule 4; 7.1 Revised Nomination Due to Force Majeure and Transmission Failure and Maintenance (Appendix 5)</b></p>	<p>Is the provision intended to cover real-time manifestations of Force Majeure or Transmission Failure? If so, Seller suggests including a specific timeline for the submission of revised nominations on a real-time or intra-day basis (e.g., within two (2) hours from the occurrence of the event), rather than relying solely on Day-after Revised Nominations.</p>	<p>This is to allow the Seller to make necessary adjustments to generation planning and market offers.</p>	Proposal not accepted
128	GNPK	<p><b>Schedule 4, BCQ Nomination Protocol Process Table</b> specifically on</p>	<p>The Day-after Revised Nomination process is not explicitly provided under Section 7.1 of Schedule 4.</p>	<p>Day-after nomination revisions may not adequately support real-time operational requirements, as</p>	Proposal not accepted

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		REVISED NOMINATION AND REAL-TIME NOMINATION DUE TO FORCE MAJEURE AND TRANSMISSION MAINTENANCE AND FAILURE	For clarity and consistency, real-time or intra-day nomination revisions should be expressly defined and should not depend solely on day-after adjustments.	generation dispatch, market offers, and unit commitment decisions are made prior to or during the trading day. Timely intra-day revision of nominations (e.g., at least two (2) hours before the relevant trading interval) would allow the Seller to make necessary adjustments to generation planning and market offers.	
129	GNPK	<p><b>Schedule 4 - 10.</b> Sample Calculation of generation cost adjustment on Over declaration and Under declaration:</p> <p>“If the resulting amount is positive, it is a receivable from the Seller; if negative, the Buyer shall not be liable to pay any amount to the Seller.”</p>	Please confirm if this provision can be negotiated upon signing of the PPSA. We note that under Schedule 4 - 8.2, the daily BCQ declaration has also been deemed confirmed by the Buyer, hence any resulting negative amount on either Over declaration or Under declaration due to inadvertent trading error and not due to unavailability of the Facility should also be the liability of the Buyer.		Proposal not accepted
130	MPI and SPI	Schedule 4. BCQ Nomination Protocol Section 9.4	We respectfully suggest to delete these requirements.  <i>CUF</i> <i>Fuel cost</i>	Such information is commercially sensitive, operationally dynamic, and <i>primarily relevant to billing and rate computation under the</i>	Proposal not accepted

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		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; vertical-align: top;">WEEKLY RUNNING SETTLEMENT REPORT</td> <td style="width: 35%; vertical-align: top;">The Seller shall provide a weekly settlement report including: - Total energy nomination (based on confirmed nominations); - Capacity Utilization Factor (CUF); - Fuel cost; - Forex rate; and - Other applicable charges</td> <td style="width: 15%; vertical-align: top;">On or before 14:00H of every Wednesday after the Week</td> <td style="width: 35%; vertical-align: top;">SELLER</td> </tr> </table>	WEEKLY RUNNING SETTLEMENT REPORT	The Seller shall provide a weekly settlement report including: - Total energy nomination (based on confirmed nominations); - Capacity Utilization Factor (CUF); - Fuel cost; - Forex rate; and - Other applicable charges	On or before 14:00H of every Wednesday after the Week	SELLER	<p><i>Forex rate</i></p> <p><i>Other applicable charges</i></p>	<p><i>PSA, rather than to the Buyer's BCQ nomination process.</i></p> <p>--</p> <p>Weekly submission for these documents is too administratively burdensome and the information is not needed for the EC's BCQ nomination.</p>	
WEEKLY RUNNING SETTLEMENT REPORT	The Seller shall provide a weekly settlement report including: - Total energy nomination (based on confirmed nominations); - Capacity Utilization Factor (CUF); - Fuel cost; - Forex rate; and - Other applicable charges	On or before 14:00H of every Wednesday after the Week	SELLER						
131	MPI and SPI	<p>Schedule 5 PROTOCOL REDUCTION IN CONTRACT CAPACITY</p> <p>(1) Common Procedure</p>	<p>Suggest to add to item #1 Common Procedure:</p> <p>c. The Seller shall acknowledge receipt of the notice within three (3) Business Days. Such acknowledgment shall serve to confirm the commencement of the applicable process under this Agreement, shall in no way constitute Seller's agreement to or acceptance of the terms of the proposed reduction in Contract Capacity.</p> <p>xxx</p> <p>e. Any reduction implemented on account of SECTION 8 shall be</p>	<p>Since Schedule 5 establishes the procedural mechanism through which reductions in Contract Capacity and/or Associated Energy are implemented, it is critical that it provide for the operational requirements, evidentiary standards, notice periods, timing, and proportionality principles governing such reductions clearly and consistently.</p> <p>The revisions do not alter the Parties' fundamental rights under SECTION 8, but merely clarify the procedures, supporting documentation, and implementation standards applicable to such reductions in</p>	Please see the revised Schedule 5				

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			<p>applied on a proportionate and non-discretionary basis across Buyer's affected power supply contracts.</p> <p>f. No reduction shall take effect prior to the date the relevant demand, load, or customer is legally transferred, migrated, or otherwise removed from Buyer's supply obligation under applicable law, order, or regulation.</p> <p>g. Any dispute regarding the fact or the amount of reduction shall be resolved pursuant to SECTION 18.</p>	<p>order to reduce ambiguity, ensure consistency across the PSA, and minimize the likelihood of future disputes during implementation.</p>	
132	MPI and SPI	<p>Schedule 5 PROTOCOL REDUCTION IN CONTRACT CAPACITY</p> <p>2. Reduction under SECTION 8.1 of the Agreement</p>	<p>Suggest to revise Schedule 5 item #2:</p> <p>2. Reduction under SECTION 8.1 of the Agreement</p> <p>a. If the reduction is due to the implementation of RCOA, GEOP, RPS, Net Metering, DER, RAP, or any similar government program, the Buyer shall give written notice to the Seller as soon as reasonably practicable after</p>	<p>Protocol on reduction of Contract Capacity should be clear and comprehensive to avoid disputes.</p>	<p>Please see the revised Schedule 5</p>

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			<p>Buyer becomes aware of the relevant migration, transfer, or reduction event, and in any event at least ninety <del>sixty</del> 60 (90) Days before the target switch date or effectivity date, unless a shorter period is required under applicable law or regulation.</p> <p>b. If the Buyer's customer migrates to the Seller or to a Retail Electricity Supplier XXX</p> <p>The notice shall include the effective date of migration or implementation, the amount of reduction, and the supporting documents, including available metered data, migration records, certifications, or other relevant information substantiating the reduction.</p> <p>c. Any such reduction shall correspond solely to the actual load no longer legally required or permitted to be supplied by Buyer and shall be</p>		

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			<p>implemented on a proportionate and non-discretionary basis across Buyer's affected power supply contracts, without reallocating such reduced capacity to other supply arrangements not arising from the same migration or program.</p> <p>d. The reduction shall take effect XXX</p>		
133	MPI and SPI	<p>Schedule 5 PROTOCOL REDUCTION IN CONTRACT CAPACITY</p> <p>3. Reduction under SECTION 8.2 of the Agreement</p>	<p>Suggest to revise Schedule 5 item #3:</p> <p>3. Reduction under SECTION 8.2 of the Agreement</p> <p>a. If, by operation of law, any portion of the Buyer's coverage area is reduced XXX Contracted Capacity to the equivalent demand/energy of the corresponding to the actual historical and forecast demand assumed by such other distribution utility, proportionate to the aggregate</p>		Please see the revised Schedule 5

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			<p>capacity contracted by Buyer with all of its Suppliers of electric power (including herein Seller).</p> <p>b. The Buyer shall give written notice XXX</p> <p>The notice shall include the effective date of the reduction, the amount of reduction, and the supporting documents, including available demand data, transfer records, certifications, or other relevant information substantiating the reduction.</p>		
134	MPI and SPI	<p>Schedule 5 PROTOCOL REDUCTION IN CONTRACT CAPACITY</p> <p>4. Reduction under SECTION 8.3 of the Agreement</p>	<p>Suggest to revise Schedule 5 item #4:</p> <p>4. Reduction under SECTION 8.3 of the Agreement</p> <p>a. If an epidemic, pandemic, or an act of war officially declared by the Republic of the Philippines results in a reduction of at least twenty percent (20%) in electricity demand within the Buyer's coverage area for three (3) consecutive months, the</p>		Please see the revised Schedule 5

**PROSPECTIVE BIDDERS' COMMENTS OR SUGGESTED AMENDMENTS  
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No.	Name of Interested Bidder	Provision	Comment or Suggested Amendment	Explanation for the Comment or Suggested Amendment	Initial Response / Comment
			<p>Buyer may reduce the proportion of the Contracted Capacity to the equivalent demand/energy of the aggregate capacity contracted by Buyer with all of its Suppliers of electric power (including herein Seller).</p> <p>b. The Buyer shall give written notice XXX or from the date the Buyer determines that such event has caused such reduction in demand.</p> <p>The notice shall include the nature of the event, the period of reduction, the amount of reduction, and the supporting documents.</p> <p>c. Any such reduction shall be implemented on a proportionate and non-discretionary basis across Buyer's affected power supply contracts.</p> <p>The reduction shall remain effective only for the duration of</p>		

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			the relevant event and subject to ERC approval, if required. Contract Capacity shall be restored correspondingly once the basis for such reduction ceases.		
135	GNPK	<b>Appendix 4</b> <b>Appendix 5</b> <b>Appendix 6</b>	We suggest that the nomination format be revised to hourly intervals, or Buyer may include a separate sheet containing the hourly equivalent nominations.	Market offers are submitted on an hourly basis. To avoid risk of errors or inconsistencies, we suggest that a separate sheet be provided containing the hourly equivalent nominations.	Subject to negotiation
136	PEDC	$H_o = \sum_{i=1}^y \left( 1 - \frac{\text{Seller Actual BCQ Declared}}{\text{Buyer Day Ahead Nomination}} \right)$ $H_{FM} = \sum_{i=1}^y \left( 1 - \frac{\text{Seller Actual BCQ Declared}}{\text{Buyer Month Ahead Nomination}} \right)$	$H_o = \sum_{i=1}^y \left( 1 - \frac{\text{Seller Actual BCQ Declared}}{\text{Buyer Day Ahead Nomination}_{\text{including FM revision}}} \right)$ $H_{FM} = \sum_{i=1}^y \left( 1 - \frac{\text{Buyer Day Ahead Nomination as revised due to FM}}{\text{Buyer Day Ahead Nomination}} \right)$	<p>Buyer's Month Ahead Nomination is not binding. Thus, for SBAC's consideration to revise the formula and consider the Buyer's DAN as the denominator, and revised DAN due to FM as the numerator. The revised Day Ahead Nomination due to FM will reflect the intervals affected by the FM with respect to its submitted DAN.</p> <p>Further, using only the Buyer Day Ahead Nomination versus the BCQ declared will capture as outage the hours where Buyer's reduced its nomination due to FM. Hence, we would also request to bring into</p>	Please refer to the response to Q202 of the Bidding Procedures.

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			<p>Note: Applicable for instances of FM and outage events for a single Trading day.</p>	<p>SBAC's consideration to revise the formula for outage hours and consider the revised DAN due to FM as the denominator while the numerator remains to be the Seller Actual BCQ declared.</p> <p>To demonstrate, please refer to table below:</p> <table border="1" data-bbox="1548 667 1999 987"> <thead> <tr> <th rowspan="2">Hourly Interval</th> <th rowspan="2">Month Ahead</th> <th rowspan="2">Day Ahead</th> <th colspan="2">Binding / Final Binding</th> <th rowspan="2">BCQ Declared</th> <th rowspan="2">FM formula based on TOR</th> <th rowspan="2">Proposed formula for FM hours</th> <th rowspan="2">Outage formula based on TOR</th> <th rowspan="2">Proposed formula for Outage hours</th> </tr> <tr> <th>Revised Day Ahead (FM)</th> <th>Revised Day Ahead (FM)</th> </tr> </thead> <tbody> <tr><td>9</td><td>7</td><td>5</td><td>1</td><td>1</td><td></td><td>0.86</td><td>0.80</td><td>0.80</td><td>-</td></tr> <tr><td>10</td><td>7</td><td>5</td><td>1</td><td>1</td><td></td><td>0.86</td><td>0.80</td><td>0.80</td><td>-</td></tr> <tr><td>11</td><td>7</td><td>5</td><td>1</td><td>1</td><td></td><td>0.86</td><td>0.80</td><td>0.80</td><td>-</td></tr> <tr><td>12</td><td>7</td><td>5</td><td>1</td><td>1</td><td></td><td>0.86</td><td>0.80</td><td>0.80</td><td>-</td></tr> <tr><td>13</td><td>7</td><td>7</td><td>7</td><td>7</td><td></td><td>-</td><td>-</td><td>-</td><td>-</td></tr> <tr><td>14</td><td>7</td><td>7</td><td>7</td><td>5</td><td></td><td>0.29</td><td>-</td><td>0.29</td><td>0.29</td></tr> <tr><td>15</td><td>7</td><td>7</td><td>7</td><td>5</td><td></td><td>0.29</td><td>-</td><td>0.29</td><td>0.29</td></tr> <tr><td>16</td><td>7</td><td>7</td><td>7</td><td>7</td><td></td><td>-</td><td>-</td><td>-</td><td>-</td></tr> <tr><td>17</td><td>7</td><td>7</td><td>7</td><td>7</td><td></td><td>-</td><td>-</td><td>-</td><td>-</td></tr> <tr><td>18</td><td>7</td><td>5</td><td>5</td><td>5</td><td></td><td>0.29</td><td>-</td><td>-</td><td>-</td></tr> <tr><td>19</td><td>7</td><td>5</td><td>5</td><td>5</td><td></td><td>0.29</td><td>-</td><td>-</td><td>-</td></tr> <tr><td>20</td><td>7</td><td>5</td><td>5</td><td>5</td><td></td><td>0.29</td><td>-</td><td>-</td><td>-</td></tr> <tr><td>21</td><td>7</td><td>5</td><td>5</td><td>5</td><td></td><td>0.29</td><td>-</td><td>-</td><td>-</td></tr> <tr> <td align="center" colspan="6">Total</td> <td>5.14</td> <td>3.20</td> <td>3.77</td> <td>0.57</td> </tr> </tbody> </table> <p>Using the FM formula provided in the TOR, outage hours and reduced nominations from MAN to DAN will be treated as FM. On the other hand, using the proposed formula, only the reduced nominations due to FM will be counted for FM hours.</p>	Hourly Interval	Month Ahead	Day Ahead	Binding / Final Binding		BCQ Declared	FM formula based on TOR	Proposed formula for FM hours	Outage formula based on TOR	Proposed formula for Outage hours	Revised Day Ahead (FM)	Revised Day Ahead (FM)	9	7	5	1	1		0.86	0.80	0.80	-	10	7	5	1	1		0.86	0.80	0.80	-	11	7	5	1	1		0.86	0.80	0.80	-	12	7	5	1	1		0.86	0.80	0.80	-	13	7	7	7	7		-	-	-	-	14	7	7	7	5		0.29	-	0.29	0.29	15	7	7	7	5		0.29	-	0.29	0.29	16	7	7	7	7		-	-	-	-	17	7	7	7	7		-	-	-	-	18	7	5	5	5		0.29	-	-	-	19	7	5	5	5		0.29	-	-	-	20	7	5	5	5		0.29	-	-	-	21	7	5	5	5		0.29	-	-	-	Total						5.14	3.20	3.77	0.57	
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				Further, using the Outage hours formula provided in the TOR, the outage and the FM will be considered in the calculated outage hours. Whereas, using the proposed formula, only the outage hours will be counted even if there are FM events for that same Trading Day.	
137	GNPK	<p><b>SECTION 7. WESM OPERATIONS</b></p> <p>7.1 Buyer shall furnish Seller with its hourly nomination of demand on a daily, weekly and monthly basis in accordance with the Bilateral Contract Quantity Nomination Protocol provided in SCHEDULE 4.</p>	Please confirm whether the Winning Bidder may propose modifications on the Trading and Settlements Protocol during the PSA negotiation stage of the CSP.		Please submit your proposed revisions to Schedule 4 of the PSA for NEA-SBAC approval.