BID BULLETIN NO. 007

Competitive Selection Process, Series of 2026
Supply of 20 MW Base Load Power Supply Requirement to Negros Electric and Power Corp.

Subject: TPBAC Responses to the Additional Comments and Questions on the Terms of Reference and Instructions to Bidders

Negros Electric and Power Corp. Third-Party Bids and Awards Committee (TPBAC) hereby issues this Bid Bulletin to summarize its responses to the additional comments and questions submitted by prospect bidders in relation to the Terms of Reference and Instructions to Bidders. Kindly refer to the attached file.

Please be guided accordingly.

For further inquiries, kindly contact the BAC Secretariat at **cspsecretariat@negrospower.ph**.

Issued this 6th day of August 2026 in Talisay City, Negros Occidental, Philippines.

Approved by:

NIEL V. PARCON
Chairperson
Third-Party Bids and Awards Committee

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Competitive Selection Process, Series of 2026

TPBAC Responses to the Comments and Questions on the Terms of Reference and Instructions to Bidders (GENERAL COMMENTS)

Provision	Provision Description	Questions / Clarifications / Comments/ Suggested Amendment	TPBAC Response
Draft PSA		Please confirm that the PSA provisions can still be negotiated between the winning bidder and Negros Power.	PSA will be subject to negotiation with the winning bidder.
Draft PSA		We request to specify the acceptable paper size(s) to be used for all submissions to ensure consistency across all documents.	Any size of paper is acceptable to TPBAC.
Draft PSA	Secretary Certificate	Please confirm that the Secretary Certificate previously submitted as part of the Expression of Interest Documents shall be deemed sufficient compliance with this requirement.	For the PSA, a separate Secretary Cerificate should be submitted by the winning bidder
Draft PSA		For the PSA, a separate Secretary Cerificate should be submitted by the winning bidder Please confirm that the original SecCert submitted by the bidder giving authority to the Bidder and its authorized representatives to enter into the PSA and file the PSA with the ERC should suffice and that there is no need to file a separate SecCert once the Bidder is once declared as the winning Bidder.	For the PSA, a separate Secretary Cerificate should be submitted by the winning bidder
General Comment		May we request from the TPBAC the issuance of editable files (word, excel, etc.) of the Annexes, Forms, etc	We will provide the word copy.
General Comment		Kindly confirm whether there are any existing or anticipated transmission network congestion constraints within Negros Power's franchise area that may affect the delivery and dispatch of baseload power from generating facilities located outside the franchise area.	Based on our knowledge, we don't know existing congestion or constraints in the transmission network within Negros Power's franhcise.
General Comment		Should there be changes in the authorized representative/s: a) What does the bidder need to submit to effect this changes; and b) When would be the deadline to submit such documents?	a. the bidder should submit a supplemental or amended secretary's certificate showing the changes in the authorized representative; b. the documents should be submitted at least 3 days prior to the bid submission deadline. This document should be included in the bid submission under the Expression of Interest Documents.
PSA Negotiations		Will the Winning Bidder and Negros Power still conduct a "contract negotiations" prior to actual execution of the PSA?	PSA will be subject to negotiation with the winning bidder.
PSA: Delivery Date		Does Negros Power have any intention to require the Winning Bidder to supply power prior to 26 January 2027 should the ERC be able to issue either a Provisional Authority (PA) or an Interim Relief (IR) prior to the said date?	The target delivery date is on January 26, 2027 or date of issuance by the ERC of a , Interim Relief, Provisional Authority, or Final Authority as applicable, whichever comes later

Competitive Selection Process, Series of 2026

Supply of 20 MW Baseload Power Supply Requirement to Negros Electric and Power Corp.

TPBAC Responses to the Comments and Questions on the Terms of Reference and Instructions to Bidders

Source	Provision	Provision Description	Questions / Clarifications / Comments/ Suggested Amendment	TPBAC Response
Terms of Reference/ Invitation to Bid	Type of Contract Outage Allowance	Physical	Considering that the intent for this Competitive Selection Process (CSP) is to enter into a Physical type of Power Supply Agreement (PSA) with the Winning Bidder. Pursuant to the ERC Resolution No. 16, series of 2023 and Resolution No. 07, series of 2026, the Winning Bidder is allowed an outage allowance for Scheduled and Unscheduled Outage 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." May we suggest to consider a revision in the Terms of Reference (TOR) to allow the Bidder include in its Bid Proposal Scheduled and Unscheduled Outages compliant with ERC Resolution No. 10 series of 2020 or at its option, proposed any other number of outage days lower than the maximum number of days or even guarantee the supply of the Contracted Capacity which proposal shall form part of the Bid Evaluation in considering the Winning Bidder	Denied. TOR is zero outage allowance.
Terms of Reference/ Invitation to Bid	Bid Security	Equivalent to three (3) months of the contract cost	1. Does "contract cost" in this provision pertains to the total of CRF, FOM, VOM and Fuel Fee ONLY (excluding any other allowable pass-on charges including Value Added Tax or VAT? 2. We suggest that the amount of Bid Security should already be calculated and indicated in the Annex-1 Financial Proposal Form.	1. The Bid Security is equivalent to the three (3) months of the contract cost based on the base rate (Vat Inc.) at year zero (0). To illustrate: Bid Security = Base Rate (Vat Inc.) at Year zero * (20,000 kW * 24 hrs * 30 days) * 3 months 2. Denied
Terms of Reference/ Invitation to Bid	Certification of Submisssion of original or CTC..	3. Each of the documents submitted by [Bidder's Name] in satisfaction of the bidding requirements is an original or authentic copy of the original, complete, and all statements and information provided therein are true and correct;	Please confirm if proposed additional language as qualifier on representations under Annex D2 is acceptable. "3. Each of the documents submitted by [Bidder's Name] in satisfaction of the bidding requirements is an original or authentic copy of the original, is complete, and all statements and information provided therein are true and correct **<u>to the best of my knowledge and based on available records</u>**."	Denied.
Terms of Reference/ Invitation to Bid	Dispatch by Utilitiy	The DU shall have the right to dispatch the power plant up to its dependable capacity following the dispatch protocol in accordance with the economic merit order.	May we seek further clarification on the purpose and intended procedures/ implementation of this provision	The supplier cannot prevent NEPC from nominating based on the contracted capacity for TOR1 20MW and TOR2 15MW, with a hourly nomination of 50% of the contracted capacity.
Terms of Reference/ Invitation to Bid	Electricity Fees	Capital Recovery Fee (CRF) in PhP/kWh - shall be fixed for the entire duration of the contract period and shall be computed based on contracted energy Fixed O&M in PhP/kWh - shall be fixed for the entire duration of the contract period and shall be computed based on contracted energy Variable O&M - no take-or-pay (based on actual energu delivered) Fuel in P/kWh (as may be applicable) - no take-or-pay (based on actual energy delivered) inclusive of Fuel Handling & Freight Costs	1. With the commitment to an Hourly Minimum Nomination at 50% of the Contracted Capacity,VOM Fee and Fuel Fee are to be subjected to a "Take-or-Pay" basis at the same equivalent volume of energy, subject to adjustment should there occuran event of Force Majeure during the relevant Billing Period 2. Can the VOM Fee be adjusted based on applicable financial indices such as the Consumer Price Index (Philippine CPI and/or the US CPI) and/or foreign exchange rate particularly the Philippine Peso to US Dollar 3. Can a Bidder propose a fixed Fuel Fee not subject to any escalation/adjustment nor any fuel documentation requirement?	1. The Monthly Minimum Contract Energy (MMCE) will be charged at 100%LF reckoned monthly will be the basis in charging the fixed component of the electricity fee (Capital Recovery Fee (CRF) and Fixed Operations and Maintenance (O&M)). Variable O&M and Fuel Fee based on the actual delivery. 2. Yes. Escalation will be based on actual indices upon the implementation of the PSA. 3. Yes. For Fixed Fuel Fee, the fuel fee offered should be the committed fuel fee all througout the duration of the contract upon implementation.

Source	Provision	Provision Description	Questions / Clarifications / Comments/ Suggested Amendment	TPBAC Response
Terms of Reference/ Invitation to Bid	For Existing Power Plants	Latest Monthly Operations Report (MOR) received by the DOE (December 2022 MOR or later); and For submissions done online, electronic system generated email response of the issuing agencies or acknowledgment email response are acceptable in lieu of the stamped "received" requirement.	Please confirm that GCMR (Generation Company Management Report) is acceptable for this requirement and that bidders are allowed to redact financial information while retaining all technical and operational data. Also, reconcile FITB with Annex A and confirm that the requirement pertains to the bidder's most recent available MOR, which would be the December 2025 MOR.	Yes, with proof of submission stamped "received" by ERC. For submissions done online, electronic system generated email response of the issuing agencies or acknowledgment email response are acceptable in lieu of the stamped "received" requirement.
Terms of Reference/ Invitation to Bid	For Existing Power Plants	Latest Monthly Operations Report (MOR) received by the DOE (December 2022 MOR or later); and For submissions done online, electronic system generated email response of the issuing agencies or acknowledgment email response are acceptable in lieu of the stamped "received" requirement.	The submission done online to DOE does not produce and system generated email response, etc. Please confirm that Bidders can submit snap shots of the summary/list of the submitted MOR from the DOE website instead.	For submissions done online, electronic system generated email response of the issuing agencies or acknowledgment email response are acceptable in lieu of the stamped "received" requirement.
Terms of Reference/ Invitation to Bid	Line Rental Cap	For the account of the buyer (Negros Power), capped at P0.30/kWh; In excess of the cap, for the account of the Winning Bidder	Please clarify if the application of the line rental cap will be on a monthly basis.	Yes. Line Rental will be reconciled on a monthly basis.
Terms of Reference/ Invitation to Bid	Force Majeure	In the event of force majeure, the affected Party shall be excused from the performance of obligation and shall not be considered to be in default in respect of any obligation under the PSA for so long as failure to perform such obligation shall be due to an Event of Force Majeure. The Buyer/Off-taker shall adhere to the responsibilities under the Power Supply Agreement (PSA). The DU shall not be required to make payments for any of the following: 1. Capacity that is unavailable; and 2. Capacity that it cannot accept.	We respectfully seek the BAC's confirmation on whether transmission line constraints may be recognized as a Force Majeure event under the PSA, considering that NEPC will not be required to make payments for any contracted capacity that it is unable to receive as a result of such constraints, and given that the PSA does not provide any outage allowance.	PSA will be subject to negotiation with the winning bidder.
Terms of Reference/ Invitation to Bid	Grounds for Termination	2. Supplier ceases or discontinues the delivery of electricity for a period of six (6) months from its own plant, except in instances allowed under the Agreement	Given that the PSA provides for zero Outage Allowance, the Supplier is effectively required to ensure the delivery of the contracted capacity and energy at all times, regardless of the source of supply. In this regard, the outage or unavailability of a particular generating facility should not, in itself, be considered a default by the Supplier, provided that the Supplier continues to fulfill its supply obligations under the PSA. Accordingly, we respectfully submit that such circumstance should not entitle the Buyer to terminate the PSA.	PSA will be subject to negotiation with the winning bidder.
Terms of Reference/ Invitation to Bid	Grounds for Termination		The right to terminate the PSA should be made reciprocal and may be invoked by either the Buyer or the Seller, under specific events to be indicated in the PSA and the actual termination of the PSA (owing to reasons other than the expiration of the Contract Term) shall be subject to the approval of the ERC.	PSA will be subject to negotiation with the winning bidder.
Terms of Reference/ Invitation to Bid	Indicative Schedule of CSP Activities	All bids shall be accompanied by a Bid Securing Declaration in the form prescribed herein as guarantee that the successful bidder shall, within thirty (30) calendar days from receipt of the notice of award, enter into contract with Negros Power. Issuance of Notice of Award - July 27, 2026 Signing of PSA - August 17, 2026 ERC Pre-filing - August 31, 2026 ERC Filing for Approval of PSA - September 29, 2026 The DU and the Winning Bidder shall file with the ERC the joint application for the approval of the PSA in accordance with ERC Rules in thirty (30) calendar days after confirmation of the Notice of Award. The Winning Bidder shall provide for the legal services of the joint application with full support from the DU.	1. The Indicative Schedule does not provide for the target "date for the confirmation of the Notice of Award". 2. The period for the filing of the Joint Application with the ERC should be made consistent/compliant with the required number of days pursuant to the ERC guidelines which is "not more than thirty (30) calendar days from the execution of the PSA" and not 30 days after the receipt or confirmation of the Notice of Award. Thus we suggest to schedule the signing of the PSA on August 29, 2026, which is 30 days prior to September 29, 2026 the target ERC filing for approval of PSA as contained in the indicative PSA.	Based on experience and even the decided cases of ERC, the thirty-day period is normally exceeded. We prefer to have it earlier than thirty days because we want the contract to be implemented on time; however, there are times that the supplier or winning bidder also has demands and this is something that is beyond our full control.

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Terms of Reference/ Invitation to Bid	Monthly Minimum Contract Energy (MMCE)	Monthly Minimum Contract Energy (MMCE): Total monthly energy equivalent to 100% load factor of the Contract Capacity subject to adjustment due to force majeure and Negros Power system outage at the substation level The MMCE reckoned monthly will be the basis in charging the fixed component of the electricyt fee (Capital Recovery Fee (CRF) and Fixed Operations and Maintenance (O&M). Hourly Nomination: 50% of the Contracted Capacity	Please confirm the following: 1. The MMCE at 100% Load Factor (LF) of the Contracted Capacity, in kWh, shall be the monthly billing determinant for the Capital Recovery Fee (CRF) and Fixed Operations and Maintenance Fee (FOMF) 2. There would be a committed monthly Minimum Energy Off-Take (MEOT) applicable for Variable Operations and Maintenance Fee (VOMF) and Fuel Fee at 50% LF by virtue of the Hourly Minimum Nomination at 50% of the Contracted Capacity. In short, the BUYER cannot have a monthly energy consumption lower than 50% LF.	1. The Monthly Minimum Contract Energy (MMCE) will be charged at 100%LF reckoned monthly will be the basis in charging the fixed component of the electricity fee (Capital Recovery Fee (CRF) and Fixed Operations and Maintenance (O&M)). 2. Variable O&M and Fuel Fee based on the actual delivery. Yes the Buyer cannot have a monthly energy consumptiom lower than 50% LF.
Terms of Reference/ Invitation to Bid	Penalties	The DU shall have the right to impose penalties whenever Supplier fails to comply with its obligations within the cure period stated in the PSA under the following circumstances: 1. Payment of damages upon contract termination based on valid grounds; 2. Payment of penalties when Supplier has prolonged outages of more than six (6) months; 3. Failure to provide replacement power: 4. Delay in Commercial Operation Date (COD); 5. Failure of power delivery, and 6. Other groundes detailed in the Power Supply Agreement. The non-defaulting Party may terminate the PSA subject to prior notice whch shall not be less than thirty (30) calendar days.	1 What about any applicable penalty to the Buyer in case is becomes in default resulting to the termination of the PSA 2 What "cure period" shall apply to items #2 (Prolonger outages), #3 (Failure to provide RP), #4 (Delay in COD) and #5 (Failure of power delivery; which should be the obligation of the Transmission provider or NGCP) 3 Penalties shall be imposed if any of the enumerated circumstances occur owing to the actual fault or negligence of the Power Supplier 4 On Item # 2, the prolonged outage: Prolonged outage under this provision should be a 6-consecutive month period and NOT accumulated 6-month period over 1 Contract Year owing to either Scheduled or Unscheduled outage of the Plant. No penalty shall be imposed despite the occurrence of a prolonger Scheduled or Unscheduled outage of the Plant of more than 6 months as long as the Power Supplier is able to provide Replacement Power OR such prolonged outage is caused by a Force Majeure event. 5. On item # 5. Failure of Power Delivery. If this pertains to transmission and/or distribution service, which is beyond the control of the Power Supplier, there should be no penalty imposed.	PSA will be subject to negotiation with the winning bidder.
Terms of Reference/ Invitation to Bid	Regulatory Approvals	The DU and the Winning Bidder shall file with the ERC the joint application for the approval of the PSA in accordance with ERC Rules in thirty (30) calendar days after confirmation of the Notice of Award. The Winning Bidder shall provide for the legal services of the joint application with full support from the DU.	We highly suggest that each Party should provide for its own "legal services" for the Joint Application to avoid of conflict of interest.	This contemplates that the winning bidder will shoulder the expenses for the publication, filing fees and all other related fees except the Attorney's Fee of the Buyer.
Terms of Reference/ Invitation to Bid	Replacement Power	The supplier shall provide replacement power in following cases, except during Force Majeure Events: 1. During any delay of the Start of Delivery of Supply; and 2. When its power plant is on scheduled or unscheduled outage to ensure continuity of supply in compliance with the cooperation period. The replacement power rate shall be the actual price of replacement power or the prevailing Wholesale Electricity Spot Market (WESM) rate, whichever is lower, but shall not exceed the Energy Regulatory Commission (ERC)-approved tariff.	1 The Power Supplier shall be obligated to provide RP in case the delay of the Start of Delivery of Supply is cased by its own fault or deliberate act 2 Since the Buyer requires a "guaranteed supply" arrangement under this CSP which is "physical" in nature, the Replacement Power rate should, in fairness, be at the ERC-approved Contract Rate which is the most beneficial to the Buyer and its end-consumers being the least cost energy procured through conduct of the CSP. However, consistent with the existing ERC CSP Guidelines/Policies, the applicable RP rate to be billed by the Power supplier and paid by the Buyer shall be based on the LOWER between (a) the actual cost of Replacement Power and (b) the ERC-approved Contract Rate under the PSA. the WESM pricing should in no way be a part of the basis as this would already defeat the purpose of the conduct of a valid CSP.	The replacement power rate shall be the actual price of replacement power but shall not exceed the Energy Regulatory Commission (ERC)-approved tariff.
Instructions to Bidders	Annex A - Checklist for Bid Proposal Requirements	SEC Certificate of Registration Articles of Incorporation and By-Laws or Articles of Partnership GIS COC or PAO Mayor's Permit BIR Registration Tax Clearance AFS	Please confirm if Certified True Copies with **certification using electronic signatures using Adobe PDF or DocuSign** are acceptable for all bidding documents **(including the original set)**, except for the Financial Proposal Forms, which will use wet signatures.	Yes, it is acceptable, except for the financial proposal which should be with wet signature.

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Instructions to Bidders	Annex A - Checklist for Bid Proposal Requirements	1.1.6 Company profile highlighting experience and expertise of the company and/or technical capability/qualifications of key officers, technical staff, and management team/consultants. The bidder may provide its own template which must include, at the minimum, the organizational chart, technical expertise, and qualifications of personnel. 1. I am the authorized representative of (Bidder's Name) as per Board Resolution No.____, dated ____, submitted in accordance with this bidding	Suggest to reword as follows: 1. I am the authorized representative of [Bidder's Name] as per Board Resolution No. ______ / Secretary's Certificate dated ____________, submitted in accordance with this bidding;	Confirmed.
Instructions to Bidders	Annex A - Checklist for Bid Proposal Requirements	Annex A Checklist and Eligibility Requirements listed in Sections 13, 14, and 15.	May we request the TPBAC to align the Annex A Checklist with Sections 13 to 15 of Instruction to Bidders since there are items in the Annex A Checklist that are not included in the Instruction to Bidders and vice versa.	This is noted.
Instructions to Bidders	Annex A - Checklist for Bid Proposal Requirements	Annex A A Secretary's Certificate showing authority to participate in this bidding, the name, address, and contact details, including telephone number(s), fax number(s), email address(es) of the authorized representative(s) of the bidder who has/have authority to sign the documents required in this proposal.	May the TPBAC confirm that, to comply with Item 1.2.1 of Annex A, a Bidder may submit a new or updated Secretary's Certificate containing the complete name, address, and contact details of its authorized representative(s), including their authority to sign the documents required in the Bid Proposal, separate from the Secretary's Certificate previously submitted with the Expression of Interest?	Yes. Bidder may submit a new secretary's certificate containing the foregoing details
Instructions to Bidders	Annex A - Checklist for Bid Proposal Requirements	Annex A, item 1.2.7 (i) 1.2.7 Expression of Interest Documents i Original or certified true copy of Secretary Certificate showing the excerpt of the Board Resolution authorizing the Prospective Bidder and authorized representative/s to participate in the bidding;	May the TPBAC confirm that, for compliance with Item 1.2.7(i) of Annex A, a Bidder may submit another Certified True Copy of the same Secretary's Certificate previously submitted with its Expression of Interest, even if the earlier submission was likewise a Certified True Copy? This clarification is requested because the Invitation to Bid expressly permits the EOI Secretary's Certificate to be submitted either as an original or a Certified True Copy, while Section 13 of the Final Instructions to Bidders does not require a new or separate original Secretary's Certificate under the Expression of Interest Documents.	Confirmed. Bidder may submit the same certified true copy of the secretary's certificate previously submitted.
Instructions to Bidders	Annex B. Technical Proposal Form	Column H (Contracted Capacity) and I (Uncontracted Capacity)	The date indicates May 26, 2026, can this be revised and updated to a later date prior to supply commencement?	Yes. The bidders are required to declare their contracted capacity and uncontracted capacity as of August 26, 2026, or based on the latest available billing month prior to the scheduled bid opening.
Instructions to Bidders	Annex B. Technical Proposal Form	Column H (Contracted Capacity) and I (Uncontracted Capacity)	The FITB does not specify a required uncontracted MW. Can bidders therefore declare uncontracted MW equivalent to their offered capacity?	The bidders are required to declare their contracted capacity and uncontracted capacity as of August 26, 2026, or based on the latest available billing month prior to the scheduled bid opening.
Instructions to Bidders	Bid Proposal Documents	Proposals shall remain valid for a period of one hundred twenty (120) calendar days from the date of Bid Opening.	Please confirm that the validity of Bid Proposal shall only be 120 days and therefore should not be extended.	Confirmed.
Instructions to Bidders	Bid Security	Equivalent to three (3)-month contract cost of the proposed power supply agreement computed using the bid price offered by the Bidder	Requesting to consider a lower amount of Bid Security as per ERC Resolution 7, series of 2026 As per Section 10, Appendix B of ERC Resolution No. 7, Series of 2026, "The amount shall be equivalent to at least one (1)-month contract cost but in no case be higher than the three (3)-month contract cost of the proposed power supply agreement computed using the bid price offered by the Bidder. If forfeited, the Bid Security shall be used by the DU in purchasing power covering the period affected by the delay in the bidding process, which it shall not recover from consumers;	Denied.
Instructions to Bidders	Bid Security	Upon expiration of the bid validity period of one hundred twenty (120) calendar days from the date of Bid Opening or any extension thereof...	Please confirm that the Bid Security must remain valid until November 13, 2026, there is no prescribed template for the Standby Letter of Credit (SBLC), and that SBLCs issued by either BDO or CTBC is acceptable.	Pursuant to TPBAC Bid Bulletin No. 005, the Bid Opening for Lot 1 and Lot 2 has been rescheduled to September 7, 2026. Accordingly, the Bid Security shall remain valid until January 5, 2027, which is equivalent to 120 calendar days from the date of the Bid Opening.
Instructions to Bidders	Bid Security	16.5 The Bid Security ceases to be valid: i. Upon expiration of the bid validity period of one hundred twenty (120) calendar days from the date of Bid Opening or any extension thereof, which validity shall	May we respectuflly clarify that the Bid Security shall be valid until November 13, 2026?	Pursuant to TPBAC Bid Bulletin No. 005, the Bid Opening for Lot 1 and Lot 2 has been rescheduled to September 7, 2026. Accordingly, the Bid Security shall remain valid until January 5, 2027, which is equivalent to 120 calendar days from the date of the Bid Opening.

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Instructions to Bidders	Bidding Design	Decisions of the TPBAC amending any provision of the Bidding Documents shall be issued in writing through a Supplemental/Bid Bulletin at least fourteen (14) calendar days before the deadline for the submission and receipt of bids;	Suggest to revise to 15 calendar days 3.6 Decisions of the TPBAC amending any provision of the Bidding Documents shall be issued in writing through a Supplemental/ Bid Bulletin at least fifteen (15) calendar days before the deadline for the submission and receipt of bids; As per Section 6, Appendix B of ERC Resolution No. 7, Series of 2026, "All Bidders shall be duly notified by the DU of any amendment, not later than fifteen (15) calendar days before the deadline for submission of bids, to allow the participants to consider the same in the preparation of their bids."	Denied.
Instructions to Bidders	Bidding Schedule	Section 5.2 Deadline for Submission of Bid: July 16, 2026, 11:00 AM Opening of Bids: July 16, 2026, 1:30 PM	Suggest to align the CSP timeline based on ERC Resolution No. 7, Series of 2026. As per section 6, Appendix B of ERC Resolution No. 7, Series of 2026, "A Pre-Bid Conference shall be conducted by the concerned DU at least thirty (30) calendar days before the deadline for the submission of bids to clarify any provisions, requirements, and/ or terms and conditions of the bidding documents and/ or any other matter that the prospective Bidders may raise."	Pursuant to TPBAC Bid Bulletin No. 005, the Bid Opening for Lot 1 and Lot 2 has been rescheduled to September 7, 2026.
Instructions to Bidders	Eligible Bidders	A Bidder is allowed to nominate a portfolio of plants to supply the Contracted Capacity provided that all the documents for all the plants under the portfolio shall be submitted to Negros Power.	Please provide a list and qualify "**all the documents**" referred to by this provision	"All Documents" shall refer to all documentary evidence submitted by the Bidder to establish its eligibility, technical and legal capacity, including, but not limited to, documents demonstrating that the Bidder has ownership, control, operational authority, or the legal right to operate the proposed power plant, as well as any other documents that are relevant or necessary to support its bid and compliance with the requirements of the procurement.
Instructions to Bidders	Eligible Bidders	Section 6.5 "A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder will be considered to have conflicting interests if a Bidder's Officer or any authorized representative is related by consanguinity or affinity up to the fourth civil degree to any member of the Negros Power TPBAC. This Section Shall apply to the following persons: 1. If the Bidder is an individual or a sole proprietorship, to the Bidder himself; 2. If the Bidder is a partnership, to all its partners, officers and members; 3. If the Bidder is a corporation, to all its corporate officers, directors, and controlling stockholders. Relationship of the nature described above or failure to comply with the provisions of this Section will result in the rejection of the Proposal."	For purposes of determining a conflict of interest, please confirm the meaning of 'controlling stockholder' (e.g., ownership threshold) .	A controlling stockholder means a stockholder who holds sufficient voting shares to dictate corporate direction, elect directors, and influence vital policies.

Source	Provision	Provision Description	Questions / Clarifications / Comments/ Suggested Amendment	TPBAC Response
Instructions to Bidders	Eligible Bidders	6.4 A Bidder is allowed to nominate a portfolio of plants to supply the Contracted Capacity provided that all the documents for all the plants under the portfolio shall be submitted to Negros Power. However, this does not prevent the Bidder from nominating a single plant and sourcing the supply requirements from other plants under the same portfolio.	As confirmed by the BAC during the second Pre-Bid Conference, the Winning Bidder may source energy from a balancer plant during contract implementation if the Nominated Plant is unable to supply the full baseload requirement. This flexibility applies regardless of whether the balancer plant is RPS-eligible. However, for any energy delivered by a non-RPS-eligible balancer plant, the Winning Bidder shall provide the corresponding Renewable Energy Certificates (RECs) equivalent to the energy supplied to ensure compliance with the RPS requirements. For clarity, we suggest to include this in the Final Instruction to Bidders. Suggested Amendment: A Bidder is allowed to nominate a portfolio of plants to supply the Contracted Capacity provided that all the documents for all the plants under the portfolio shall be submitted to Negros Power. However, this does not prevent the Bidder from nominating a single plant and sourcing the supply requirements from other plants under the same portfolio. For TOR 2, where the Nominated Plant is a Renewable Energy Technology (RPS Eligible), the Bidder may source balancing energy during periods of insufficient renewable energy generation, and other intervals when the Nominated Plant is unable to fully meet the Contract Capacity or Contract Energy. For every megawatt-hour supplied from the balancer plant, the Bidder shall provide and transfer to Negros Power the equivalent quantity of valid Renewable Energy Certificates.	Noted.
Instructions to Bidders	Financial Proposal Form	Reference Parameters - Base PH CPI and US CPI PH CPI - 133.00 US CPI - 330.2130	For TPBAC's consideration to keep the base PH CPI and US CPI (from Mar 2026) binding during the PSA implementation.	We can still change that if you can come up with better proposals on what indices to use. We will evaluate that and we will come up with the final index to use in the FITB. It is open to your recommendations.
Instructions to Bidders	Financial Proposal Form	Financial Bid Form: Base PH CPI and US CPI PH CPI - 133.00 US CPI - 330.2130 ..... Instruction to Bidders Section 15.3 b. Variable Price Components xxx Input values shall be in four (4) decimal places. Prices are escalated on the subsequent years for the period of five years. Escalation rates in this Financial Form are fixed by the TPBAC for the purpose of bid evaluation. Escalation will be based on actual indices upon the implementation of the PSA. xxx c. Fuel Fee xxx The bidder shall also submit a fuel indexation formula with an explanation on how to derive the actual fuel fee during the implementation of the PSA. The fuel indexation formula shall have the applicable index used, the base fuel, base fuel index (referenced at the date of the Bid Opening).	May we suggest aligning the base references of the PH CPI, US CPI and the base fuel index to July 2026 as this will be the latest available reference prior bid opening, and making these base references binding during the PSA implementation.	Escalation Rates in this Financial Form are assumed for the purpose of bid evaluation. Escalation will be based on the actual indices upon the implementation of PSAs. If the Bidder will offer a committed fuel fee, the bidder shall also submit a written explanation with illustration on how it is able to arrive to its committed Fuel Fee. The illustration shall contain the fuel indexation formula, indices used, base fuel, base index/indices as applicable (with base reference at the date of the Bid Opening). The Fuel Fee can be referenced to an independently verifiable indices such as but not limited to NewCastle, HBA, ICI, Forex, etc.
Instructions to Bidders	Financial Proposal Requirement	The Financial Proposal shall be unconditional, binding, and open for acceptance by the TPBAC.	Please clarify on the definition and interpretation of "**unconditional and binding**". Does this mean that the submtted offer based on the Financial Bid Form shall be the same with the actual rate to be implemented in the PSA. If yes, we request reconciliation with the Evaluation process in the FITB. Further, please qualify on the definition of "**Open for Acceptance**"	That refers to the CRF, FOM and VOM. The only thing that will change is the fuel pass-through. During evaluation, the period that we will choose is the latest available, but we feel that the latest available is not representative of the rate in January 26, 2027. We have reservations in choosing the latest, because the price right now is not really good. We will be evaluating the period to use in the financial proposal form which will only be used for evaluation purposes, not for implementation. If you have a fixed rate, that’s better.

Source	Provision	Provision Description	Questions / Clarifications / Comments/ Suggested Amendment	TPBAC Response
Instructions to Bidders	Financial Proposal Requirement	Section 15.3.C The bidder shall also submit a fuel indexation formula with an explanation on how to derive the actual fuel fee during the implementation of the PSA. The fuel indexation formula shall have the applicable index used, the base fuel, base fuel index (referenced at the date of the Bid Opening). The Fuel Fee can be referenced to independently-verifiable indices such as but not limited to NewCastle, HBA, ICI, Forex, etc. The bidder shall include in the explanation how the indices were reckoned (e.g. date of reckoning, month average, 25th of the month, moving average, etc.) The bidder must make good of the fuel index formula during the actual implementation of the PSA.	May we request that the referenced date for the indices used in the fuel formula be given so that bidders will have the same date? Alternatively, since the intention is fuel cost pass-through, may we request that the fuel be the actual fuel cost instead of based on an index-based fuel formula.	We still have not determined yet the reference date for the bid opening. We normally determine that upon the issuance of the FITB. We will evaluate what is the most appropriate. Given the volatility of prices right now, it is difficult to determine the price that will best represent the next five years starting January 26, 2027. Should we use the latest, that is out of the question because that is detrimental to the welfare of the customers.
Instructions to Bidders	Financial Proposal Form	SECTION 15 TOR 1: Supply of 20 MW Baseload with Fuel Cost Pass-Through Section 15.3 c. Fuel Fee. Bidders shall input a committed Fuel Fee in the Financial Proposal Form.Input value shall be in four (4) decimal places. This will be escalated to a fixed escalation rate set by the TPBAC and will be used for the bid evaluation. The bidder shall also submit a fuel indexation formula with an explanation on how to derive the actual fuel fee during the implementation of the PSA. The fuel indexation formula shall have the applicable index used, the base fuel, base fuel index (referenced at the date of the Bid Opening).	Please clarify the treatment of the Fuel Fee. The Instruction to Bidders Section 15 mentions the Fuel Fee as a pass-through, but Section 15.3(c) requires a committed bid value with a TPBAC-prescribed escalation rate for bid evaluation and a bidder-proposed indexation formula for actual PSA implementation.	Escalation will be based on the actual indices upon the implementation of PSAs. If the Bidder will offer a committed fuel fee, the bidder shall also submit a written explanation with illustration on how it is able to arrive to its committed Fuel Fee. The illustration shall contain the fuel indexation formula, indices used, base fuel, base index/indices as applicable (with base reference at the date of the Bid Opening). The Fuel Fee can be referenced to an independently verifiable indices such as but not limited to NewCastle, HBA, ICI, Forex, etc.
Instructions to Bidders	Financial Proposal Form	Section 15.3 c. Fuel Fee. Bidders shall input a committed Fuel Fee in the Financial Proposal Form.Input value shall be in four (4) decimal places. This will be escalated to a fixed escalation rate set by the TPBAC and will be used for the bid evaluation. The bidder shall also submit a fuel indexation formula with an explanation on how to derive the actual fuel fee during the implementation of the PSA. The fuel indexation formula shall have the applicable index used, the base fuel, base fuel index (referenced at the date of the Bid Opening). The bidder must make good of the fuel index formula during the actual implementation of the PSA.	Please clarify the reference of the committed Fuel Fee if the Bidder/s opt to nominate an indexed Fuel Fee. Should the committed Fuel Fee be derived using the Fuel Indexation Formula?	For a different index other than the one being used for the existing customers: the committed index should be used for our evaluation purposes to determine the lowest levelized cost but such different index should be consistently applied through out the entire duration of the contract upon implementation. In addition, the Bidder shall submit a Fuel Indexation Formula, including a clear explanation of how the actual Fuel Fee will be derived during the implementation of the PSA. The Bidder shall provide a Fuel Formula to derive the Fuel Fee as if supplying for the period July 26, 2026 – August 25, 2026.
Instructions to Bidders	Financial Proposal Form	Section 15.3 c. Fuel Fee xxx The bidder shall also submit a fuel indexation formula with an explanation on how to derive the actual fuel fee during the implementation of the PSA. The fuel indexation formula shall have the applicable index used, the base fuel, base fuel index (referenced at the date of the Bid Opening). The Fuel Fee can be referenced to independently-verifiable indices such as but not limited to NewCastle, HBA, ICI, Forex, etc. The bidder shall include in the explanation how the indices were reckoned (e.g. date of reckoning, month average, 25th of the month, moving average, etc.) The bidder must make good of the fuel index formula during the actual implementation of the PSA.	1. For TPBAC's confirmation that the bidders may use their own template in providing the Fuel Indexation Formula and the explanation on how to derive the actual fuel fee. 2. May we confirm if there are necessary supporting documents, and, if so, whether these are required to be submitted as Certified True Copies.	1. For a different index other than the one being used for the existing customers: the committed index should be used for our evaluation purposes to determine the lowest levelized cost but such different index should be consistently applied through out the entire duration of the contract upon implementation. 2. In addition, the Bidder shall submit a Fuel Indexation Formula, including a clear explanation of how the actual Fuel Fee will be derived during the implementation of the PSA. The Bidder shall provide a Fuel Formula to derive the Fuel Fee as if supplying for the period July 26, 2026 – August 25, 2026.

Source	Provision	Provision Description	Questions / Clarifications / Comments/ Suggested Amendment	TPBAC Response
Instructions to Bidders	Legal Requirements	Section 13.1.2 Bidder must submit certified true copy of latest Articles of Incorporation and By-Laws or Articles of Partnership, whichever is applicable. Said documents must indicate therein that the primary purpose of the entity is power generation;	Please confirm that a bidder is no longer required to submit the original Articles of Incorporation if they have already submitted their latest or amended Articles of Incorporation. For example, if the name of the bidder has changed in the amended Articles of Incorporation, there is no need to submit the original Articles of Incorporation.	Confirmed.
Instructions to Bidders	Legal Requirements	Section 13.1.5 Certified true copy of the updated Mayor's Permit, BIR registration, latest Tax Clearance, latest Audited Financial Statement (AFS) which shall be stamped received by the BIR and for the year 2026 or later.	What year is the required Audited Financial Statement? is there a specific period ex. 2024-2025.	The AFS that must be submitted is for the year 2025.
Instructions to Bidders	Legal Requirements	13.3 All pages of the documents submitted must be signed. For Certified True Copy (CTC) of original documents, electronic signature is acceptable except for the Financial Proposal Forms which must bear wet signatures.	we would like to respectfully request clarification on the following points: Number of Signatures: For Certified True Copies (CTCs), are bidders required to affix two (2) distinct signatures per page—specifically, one general signature from the authorized representative acknowledging the page, and a second signature explicitly for the CTC certification? Use of Electronic Signatures: If two signatures are indeed required per page for CTCs, may we confirm if both of these signatures can be affixed electronically, provided they are not part of the Financial Proposal Forms (which strictly require wet signatures)?	Yes, it is acceptable, except for the financial proposal which should be with wet signature.
Instructions to Bidders	Legal Requirements	Section 13.1 8. Certification and other documents: a. A Secretary's Certificate showing authority to participate in this bidding, the name, address, and contact details, including telephone number(s), fax number(s), email address(es) of the authorized representative(s) of the bidder who has/have authority to sign the documents required in this proposal.	Please confirm that Bidder may submit the initially submitted Secretary's Certificate that was part of the Expression of Interest Documents and include a separate document as an annex indicating the name(s), address(es), and contact detail(s), including telephone number(s), fax number(s), email address(es) of the authorized representative(s).	Acceptable.
Instructions to Bidders	Legal Requirements	5. Certified true copy of the updated Mayor's Permit, BIR registration, latest Tax Clearance, latest Audited Financial Statement (AFS) which shall be stamped received by the BIR and for the year 2026 or later;	Item 5 requires an AFS "for the year 2026 or later." Since the 2026 AFS will not be finalized and stamped by the BIR until 2027, may we clarify if bidders are allowed to submit their 2025 AFS instead, as it is the most recent one available?	The AFS that must be submitted is for the year 2025.
Instructions to Bidders	Legal Requirements	13.2 For the original submission, original or Certified True Copy (CTC) are acceptable. The duplicate or second copy of the proposal may contain photocopies of the original. For Certified True Copy (CTC), EACH page must be certified as true copy by either of the following: 1. Internal department owning the document; 2. Representatives authorized by the management to certify the documents in accordance with the Secretary's Certificate submitted by the bidder; or 3. Issuing government agency. Authority of the internal department owning the document or the document custodian certifying the documents need not be specified in a Secretary's Certificate. 13.3 All pages of the documents submitted must be signed. For Certified True Copy (CTC) of original documents, electronic signature is acceptable except for the Financial Proposal Forms which must bear wet signatures.	Please confirm that Sections 13.2 and 13.3 are also applicable to Section 14. TECHNICAL PROPOSAL REQUIREMENTS	Confirmed.
Instructions to Bidders	Legal Requirements	1. Certified true copy of the Securities and Exchange Commission (SEC) Certificate of Registration of the Bidder or any certification issued by competent authority, if applicable. In the case of Corporations with amended corporate names, they shall still submit the Certificate of Registration under the original corporate name;	For EDC that had amendments for change of name, can you confirm that the Certificate of Registration (initial) and latest AOI (showing current name) will suffice - or do we also need to submit those in between?	Certificate of Registration and latest AOI will suffice to prove change in name.

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Instructions to Bidders	Legal Requirements	SECTION 13 LEGAL REQUIREMENTS 13.1 The Legal Requirements shall consist of the following: 2. Bidder must submit certified true copy of latest Articles of Incorporation and By-Laws or Articles of Partnership, whichever is applicable. Said documents must indicate therein that the primary purpose of the entity is power generation;	May we respectfully confirm that Item 1.1.2 shall be considered complied with where the Bidder's latest Articles of Incorporation clearly indicates that its primary purpose includes power generation or equivalent activities, such as the construction, ownership, and operation of power plants and the provision of electric energy? The clarification is requested because the term "power generation" may be unduly restrictive and may exclude entities whose Articles of Incorporation clearly authorize power-generation activities but use different or more specific terminology. For instance, the stated primary purpose may refer to building, owning, and operating power plants and providing electric energy, without using the exact phrase "power generation.	Confirmed.
Instructions to Bidders	Opening of Bids	The second envelope of each complying bidder shall be opened within the same day, unless the same cannot be opened as scheduled due to justifiable reasons. In which case the TPBAC shall reschedule the opening of the second envelope on the next working day through the issuance of a Notice of Postponement.	Please provide the acceptable justifiable reasons that may allow the postponement of the opening of the second envelope.	The justifiable reason is due to the limited time available during the scheduled bid opening, the TPBAC was unable to complete the evaluation of the First Envelope. To ensure a comprehensive and proper evaluation of the submitted documents, the TPBAC resolved to continue the bid opening and evaluation on a later date.
Instructions to Bidders	Opening of Bids	Should the lowest Levelized Rate result in a tie, the TPBAC shall use nondiscretionary and non-discriminatory measure based on sheer luck or chance by DRAWING OF LOTS to determine the Winning Bidder.	In the event of a tie in the lowest Levelized Rate, we propose that the TPBAC consider requiring the tied Bidders to submit sealed discount proposals in lieu of drawing lots. This approach provides a more objective and competitive basis for determining the winning bidder, as it allows the Buyer to realize additional price benefits rather than relying on a random selection process. The proposed discounts shall be applied in a recomputation of the Levelized Rate, with the Bidder offering the lowest recomputed Levelized Rate being declared the winning bidder.	That's a better option. If it helps in reducing the rates, we welcome that. It shall be included in the FITB.
Instructions to Bidders	Opening of Bids	24.20 Should the lowest Levelized Rate result in a tie, the TPBAC shall use nondiscretionary and non-discriminatory measure based on sheer luck or chance by DRAWING OF LOTS to determine the Winning Bidder. The procedure shall be as follows: a. The TPBAC Secretariat shall prepare rolled papers based on the number of tied bidders. One paper will contain the printed word, "CONGRATULATIONS" and the rest will contain the words, "THANK YOU FOR PARTICIPATING."	Suggest to align with ERC Resolution No. 7, Series of 2026. As per Section 11(c), Appendix B of ERC Resolution No. 7, Series of 2026, "In case there is a tie after the evaluation of the financial proposals of eligible Bidders, each of the bidders will be given a period of five (5) calendar days to submit a better offer. The submitted offers will be assessed and the eligible Bidder with the LCRB shall then be declared as the Winning Bidder. Subsequent occurrence of tie shall be resolved through the same manner until a Winning Bidder is determined."	In case of TIE, each of the bidders will be given a period of five (5) calendar days to submit a higher amount of peso discount per kWh.
Instructions to Bidders	Post qualification Evaluation	The proposal of the bidder with the lowest Levelized Rate should make good its proposal for the capacity factor. The capacity factor offered should be supported by certifications such as Certificate of Commerciality from the DOE, Feasibility Studies from independent sources, or standards or values set forth by the DOE or monthly operations report for existing plants. Should the actual capacity factor fall below the capacity factor offered by the Bidder, the Bidder shall bear provide the equivalent REC credits equivalent to the difference between the offered and the actual capacity factor.	We note that the requirements pertaining to a "**Certificate of Commerciality from the DOE, feasibility studies from independent sources**, and **compliance with standards or values prescribed by the DOE**" appear to be applicable only to New Power Plants as required under Annex A for both TOR 1 and 2. Please confirm that bidders proposing existing power plants are not required to submit these documents and certifications.	Confimed. The aforementioned documents are not required to submit if the bidders proposing existing power plants.
Instructions to Bidders	Reserve Price	Reserve Price shall be evaluated against the Price as bid on Year 0, and not on the Levelized Rate. Bids that are above the Reserve Price shall be declared ineligible for award.	Please confirm that the Year 0 rate, as reflected in Annexes C-1 and C-2 (Financial Proposal Form) and used for evaluation purposes, shall be deemed the Base Rate and shall be inclusive of VAT.	The Reserve price shall be evaluated based on the Levelized Rate and not on the bid price at Year Zero.
Instructions to Bidders	Reserve Price		For TPBAC's consideration to disclose the reserve price in the Instruction to Bidders pursuant to Article V, Section 16 of the ERC Resolution No. 07, Series of 2026, which explicitly states that the ceiling price, which was defined in the ITB as the Reserve Price, shall be disclosed. Hence, the recommendation to include the reserve price to ensure that there will be no issue with ERC's evaluation of this CSP's compliance with the mentioned Guidelines.	If we will provide the ceiling price, all the bids will be near that price. Based on experience (of not indicating the ceiling price), the disparity betweein bids is wide. Our purpose is to help our consumers get the lowest price. Providing the ceiling price will result in increased price offers.

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Instructions to Bidders	Requirement on the Submission of Provisional Authority to Operate	Instruction to Bidders Section 13.1.4 Certified true copy of the Certificate of Compliance issued by the ERC to the Bidder or the owner of the Nominated Power Plant of the Bidder. Alternatively, the Bidder may submit a certified true copy of the Certificate of Compliance Application stamped "received" by the ERC or a Provisional Authority to Operate (PAO). A bidder may submit certified true copy of the PAO Application provided that Bidder must submit the PAO during postqualification; and Section 14.1.1.b Certificate of Compliance issued to the Bidder or the owner of the Nominated Power Plant by the ERC. Alternatively, the Bidder may submit a certified true copy of the Certificate of Compliance Application stamped "received" by the ERC or a Provisional Authority to Operate (PAO). A bidder may submit certified true copy of its PAO Application provided that Bidder must submit the PAO during postqualification.	May we request the TPBAC to allow redaction of the PAO, particularty the terms and conditions that are specific to each GenCo.	Yes, as long as the necessary information can be found in the redacted PAO.
Instructions to Bidders	Organizational Chart	Company profile highlighting experience and expertise of the company and/or technical capability/qualifications of key officers, technical staff, and management team/consultants. The bidder may provide its own template which must include, at the minimum, the organizational chart, technical expertise, and qualifications of personnel.	May we clarify if the organizational chart pertains to the reporting structure of personnel?	The organization Chart at the minimum will show the Table of Organization and the leadership function.
Instructions to Bidders	Technical Propopsal Requirements	Instruction to Bidders Section 14.1.1.a Latest Monthly Operations Report (MOR) received by the DOE (December 2025 MOR or later); and	1.) For TPBAC's consideraton to allow the submission of 2025 GCMR in lieu of the latest MOR. 2.) May we request TPBAC's consideration to allow Bidders to redact the financial (cost) information in the GCMR 2025 or the latest MOR due to confidentiality.	1. Yes, with proof of submission stamped "received" by ERC. For submissions done online, electronic system generated email response of the issuing agencies or acknowledgment email response are acceptable in lieu of the stamped "received" requirement. 2. Yes, as long as the necessary information can be found in the redacted documents.
Instructions to Bidders	Technical Proposal Requirements	a. Latest Monthly Operations Report (MOR) received by the DOE (December 2025 MOR or later); and For submissions done online, electronic system generated email response of the issuing agencies or acknowledgment email response are acceptable in lieu of the stamped "received" requirement.	Since some government agencies do not consistently issue system-generated responses or acknowledgment emails upon receipt, may we request a revision to this provision? Specifically, may we ask if bidders can be allowed to submit the required document together with a copy of the sent email (showing proof that the bidder transmitted the document to the respective government agency) as an acceptable alternative in cases where an official acknowledgment is not provided by the agency?	Denied. Yes, the bidder may submit any proof of submission to the respective government agency as an acceptable alternative in cases where an official acknowledgment is not provided by the agency.
Instructions to Bidders	Technical Proposal Requirements	Annex B - Technical Proposal	Under Annex B – Technical Proposal Form, Bidders are required to indicate the Contracted Capacity and Uncontracted Capacity of the Nominated Power Plant "by 26 May 2026." Considering that 26 May 2026 has already passed and may no longer reflect the Bidder's current capacity position as of the Bid Submission Deadline, may the TPBAC confirm whether this is the correct reference date? If not, may the TPBAC specify the applicable cut-off date and issue a revised Annex B accordingly?	The bidders are required to declare their contracted capacity and uncontracted capacity as of August 26, 2026, or based on the latest available billing month prior to the scheduled bid opening.
Instructions to Bidders	Technical Proposal Requirements	Latest Monthly Operations Report (MOR) received by the DOE (December 2025 MOR or later); and For submissions done online, electronic system generated email response of the issuing agencies or acknowledgment email response are acceptable in lieu of the stamped "received" requirement.	May the TPBAC confirm that the requirement under Section 14 pertains to the submission of only one (1) MOR, specifically the latest MOR available and uploaded to the DOE portal prior to the Bid Submission Deadline? Further, since MOR submissions are made through the DOE portal, may the TPBAC confirm that a screenshot showing the successful upload or submission of the MOR in the DOE portal will be accepted in lieu of a stamped-received copy or acknowledgment email?	Section 14 pertains to the submission of the Latest Monthly Operations Report (MOR) received by the DOE (December 2025 or later) and the bidder may submit any proof of submission to the respective government agency as an acceptable alternative in cases where an official acknowledgment is not provided by the agency.
Instructions to Bidders	Technical Proposal Requirements	15.2 If the power plant offered is a new power plant, the Technical Proposal shall detail the plan on how the Bidder will carry out the development, financing, construction, connection to grid, operation, and maintenance of the power plant(s) to supply the baseload power requirement of Negros Power and the committed project milestones.	May the TPBAC confirm that Section 15.2 applies only to new power plants and is therefore not applicable to a Bidder nominating an existing power plant? Further, may such Bidder submit a brief write-up or certification explaining the non-applicability of the requirement, notwithstanding Section 12.7, which allows non-applicable requirements to be marked "N/A" without further explanation?	Confirmed.

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Instructions to Bidders	Technical Proposal Requirements	Item 2.1.1 requires the latest MOR, December 2022 or later. Section 14.1 requires the latest MOR, December 2025 or later.	Item 2.1.1 of Annex A requires the submission of the latest Monthly Operations Report received by the DOE, covering December 2022 or any later period, while Section 14.1 of the Final Instructions to Bidders requires the latest MOR covering December 2025 or any later period. In view of this discrepancy, may the TPBAC confirm the applicable reference period and clarify whether Bidders should submit only the latest MOR available and submitted to the DOE prior to the Bid Submission Deadline?	The Bidders should submit the Latest Monthly Operations Report (MOR) received by the DOE (December 2025 or later)
Instructions to Bidders		latest Audited Financial Statement (AFS) which shall be stamped received by the BIR and **for the year 2026 or later…**	Please reconcile FITB with Annex A and confirm that the requirement pertains to the bidder's most recent available AFS, which would be the 2025 AFS, for both TOR 1 and TOR 2 submissios.	This is noted.
Instructions to Bidders	USB Flash Drive	Section 15.2 For TOR1, the Bidder shall accomplish hard copy of the Financial Proposal Form as prescribed in Annex C-1: Financial Proposal Form for the Supply of 20 MW Baseload (TOR1). Bidder shall submit hard copies of the form duly signed by the Bidder's Authorized Representative and a soft copy in the USB Flash drive. SECTION 19 FORMAT AND SIGNING OF PROPOSALS 19.3 The Financial Requirement shall be encoded in the Financial Proposal Form prescribed in Annex C-1: Financial Proposal Form (TOR1) and Annex C-2: Financial Proposal Form (TOR2) and in a template Excel file named "[Name of Bidder] Financial Proposal to Negros Power.xls" saved in USB flash drive. The data entries in the Excel file shall be password-protected by the Bidder to avoid inadvertent modification of the Proposal. The USB flash drive shall be placed in a sealed envelope as provided for in Section 20. Only one (1) USB flash drive is required to be submitted as part of the Financial Requirements. However, the Bidders may opt to provide additional flash drives as back-up.	Please clarify if one (1) USB flash drive should only contain: (1) financial Proposal Form in Excel file, and (2) soft/scanned copy of the signed Financial Proposal Form. Should the soft/scanned copies of the other documents required in the Second Envelope also be included in the same USB flash drive?	The USB flash drive shall only contain the financial proposal form in excel file. Other documents are not required to be included in the USB flash drive.
Instructions to Bidders	Annex D-1 to Annex D-4	Word files of Annex D-1 to Annex D-4	May we request an editable copy or word file of Annexes D-1 to D-4.	Yes. We will provide.
Instructions to Bidders	Board Resolution No.	Board Resolution No. in Annex D-2 to Annex D-4	May the Bidders use Secretary's Certificate to support Annexes D-2 to D-4 instead of Board Resolution? If yes, may the Bidders change the "Board Resolution No. __" to "Secretary's Certificate"	Yes. You can use Secretary's Certificate instead of Board Resolution.
Draft PSA	Assignment		Please include the following, which will allow the Seller to assign its revenues for purposes of project financing: Further, Seller may pledge, transfer, sell, encumber or assign the accounts, revenues or proceeds hereof in connection with any project financing or financial arrangements, without need of prior consent of Buyer as long as the latter will be informed of such pledge, transfer, sale, encumbrance or assignment as mentioned for its reference / records purposes after the consummation thereof. Unless otherwise provided herein, neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party. Replacement of Power by a third party shall not be construed as an assignment within the purview of this agreement.	This will be subject to negotiation with the winning bidder.
Draft PSA	Compensation, Payment, Billing		We suggest to include the following provision regarding Billing: Seller Invoice for the energy supplied during a Billing Period and/or into ices for other charges covered by this Agreement payable by the Buyer to the Seller, if any, shall be served upon the Buyer within the first twelve (12) Days of the succeeding Billing Period. Seller Invoice shall be sent electronically through the Online Bills Payment Portal ("OBPP") or through the designated e-mails. The OBPP shall send an email notification to the Buyer which shall be considered as receipt of the said Seller Invoice. Payments shall be made to the authorized banks/collectors of the Seller.	This will be subject to negotiation with the winning bidder.

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Draft PSA	Compensation, Payment, Billing	5.3 Prompt Payment Discount The Seller shall extend [ ] percent (%) discount based on the non-fuel fee (sum of Capital Recovery Fee, Fixed O&M Fee and Variable O&M Fee, if applicable) to Buyer as prompt payment if 1) payment is made within [ ] Days from receipt of Seller's billing, and 2) buyer is up to date with all its payment obligations under this Agreement.	1. Suggest to delete this provision as the approved terms of reference (TOR) does not include a requirement for the bidder to offer a prompt payment discount (PPD) 2. A PPD or any form of discount shall be optional or voluntary to the Bidder to offer, 3. Should a PPD or any other forms of discount be offered by the bidder, Negros Electric may opt to consider the same in the evaluation of the Bid Price.	This will be subject to negotiation with the winning bidder.
Draft PSA	Section 5.1	Propose to revise as follows: During the Contract Term, Seller shall make available the Contract Capacity and deliver the Contract Energy, and Buyer shall receive and pay for the Contract Capacity and Contract Energy, during the Billing Periods specified in Schedule [], at the Delivery Points specified in Schedule [], and at the rates specified in Schedule []; provided that, at Seller's option, the Contract Capacity or Contract Energy may be delivered from power plants owned and/or operated by any of its Affiliates, the WESM, or any other supplier, and shall be deemed delivered from the Power Plant; provided further that Seller shall have no obligation to deliver following termination or expiration of this Agreement. If Seller delivers from a different source, Buyer's liability for Line Rental shall not exceed the Line Rental that would have applied had delivery originated from the TVI Power Plant.	Ensures supply continuity	This will be subject to negotiation with the winning bidder.
Draft PSA	Section 5.2 — WESM Operations	Section 5.2 — WESM Operations Buyer shall furnish Seller with its hourly nomination of demand on a daily, weekly, and monthly basis in accordance with the procedure set out as follows: a. For administrative and planning purposes only, Buyer shall furnish Seller with non-binding year-ahead, month-ahead and week-ahead nominations of Contract Capacity in accordance with the WESM Rules and the Operating Procedures. b. Such nominations shall reflect Buyer's good faith estimate of its projected capacity requirements for such period. Buyer shall furnish Seller with the year-ahead nominations, the month-ahead nominations, and the week-ahead nominations.	Proposed Revision: Buyer shall furnish Seller with its hourly nomination of demand on a daily, weekly and monthly basis in accordance with Schedule 5 (Nomination Procedure). For administrative and planning purposes, Buyer shall also furnish non-binding year-ahead, month-ahead and week-ahead nominations in accordance with the WESM Rules and Operating Procedures. All nominations shall reflect Buyer's good-faith estimate of its projected requirements.	This will be subject to negotiation with the winning bidder.

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Draft PSA	Section 5.3 — Reduction of Contract Capacity	Section 5.3 — Reduction of Contract Capacity 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, and other similar government programs, Buyer shall deliver to Seller written notice specifying the reduction in Contract Capacity and/or Contract Energy resulting from the implementation of RCOA, GEOP, RPS, Net Metering programs, and other similar government programs, indicating when such reductions shall take place. The Contract Capacity and Contract Energy shall be reduced proportionately among all power suppliers, equivalent to the reduction in the demand of Negros Power by reason of the implementation of Retail Competition and Open Access, the Renewable Energy Act of 2008, or other relevant laws and legal requirements.	Prpose to add Section 5.3 — Reduction of Contract Capacity 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, and other similar government programs, Buyer shall deliver to Seller written notice specifying the reduction in Contract Capacity and/or Contract Energy resulting from the implementation of RCOA, GEOP, RPS, Net Metering programs, and other similar government programs, indicating when such reductions shall take place. Any reduction shall be limited to the amount necessary to allow Buyer to comply with its obligation to supply electricity to its captive market in the least-cost manner. Except for the specified reduction in Contract Capacity and/or Contract Energy and the corresponding reduction in payments, all other terms and conditions of this Agreement shall remain in full force and effect, subject to ERC approval. The Contract Capacity and Contract Energy shall be reduced proportionately among all power suppliers, equivalent to the reduction in the demand of Negros Power by reason of the implementation of Retail Competition and Open Access, the Renewable Energy Act of 2008, or other relevant laws and legal requirements.	This will be subject to negotiation with the winning bidder.
	Section 6.1 — Payment of Fees	Section 6.1 — Payment of Fees Buyer shall pay to the Seller each Month, on the [ ] Business Day of each Month, an amount equal to the Monthly Payment in accordance with Schedule 4. Further, 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. Provided further that, 1) there should be no offsetting of payment between the Buyer and Seller; 2) withholding of disputed amounts, except for the inadvertent mistake in the amount; 3) If an invoice is not disputed within [ ] Days after payment, it is deemed to be accepted, final, and binding to the Buyer and Seller.	Proposed Revision: Buyer shall pay Seller the Electricity Fees computed in accordance with Schedule [] for the Contract Capacity and Contract Energy made available and delivered during each Billing Period. There shall be no offsetting or withholding of amounts, except for manifest or inadvertent billing errors and as expressly allowed under Section [for edit pending final PSA]. A Billing Statement not disputed within thirty (30) Days after payment shall be final and binding. Each Billing Statement shall be due on the twenty-fifth (25th) Day of the Payment Month or fifteen (15) Days from Buyer's receipt, whichever is later. If the Due Date falls on a Saturday, Sunday or applicable holiday, payment shall be made on the next Business Day. Payment shall be in Philippine Pesos by bank check or transfer to Seller's nominated bank.	This will be subject to negotiation with the winning bidder.
Draft PSA	New Provision		Insert new Section 6.4 — Overdue Account: Any amount not paid by Buyer on the Due Date shall be an Overdue Account. The Overdue Account shall bear interest of 1% of the Overdue amount, with a fraction of a Month considered one Month. If it remains unpaid for more than three (3) Billing Periods, Buyer shall pay an additional penalty of one percent (1%) per annum for every additional Billing Period of delay. Seller may immediately suspend delivery and declare charges for electricity supplied but not yet invoiced immediately due and payable, subject to applicable regulatory requirements.	This will be subject to negotiation with the winning bidder.
Draft PSA	New Provision		Insert new Section 6.5 — Billing Dispute: Buyer shall notify Seller in writing by the twelfth (12th) Day of the Payment Month of any disputed item. Unless the dispute concerns a manifest error such as an arithmetic mistake, omission or typographical error, Buyer shall pay the full Billing Statement by the Due Date, with the disputed portion paid under protest. The Parties shall attempt in good faith to resolve the dispute within ten (10) Days after full payment; failing resolution, it shall be a Dispute under Section 10. If resolved in Buyer's favor, Seller shall credit the amount in the next Billing Statement, with interest at the prevailing one-year BVAL rate as of the original Due Date, computed on the actual days elapsed over 365 days. The credit and interest shall be Buyer's sole billing-dispute remedy, and no offset or withholding shall occur before final resolution.	This will be subject to negotiation with the winning bidder.

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Draft PSA	Section 7.1 — Meaning of Force Majeure		Minor Revision: Section 7.1 — Meaning of Force Majeure In this Agreement, "Force Majeure" refers to any of the following event that is beyond the reasonable control of the Party/Parties claiming force majeure which, through the exercise of due foresight and good industry practice, the Party/Parties could not have avoided, did not contribute to or participate in, and which, even by exercise of due diligence, the Party/Parties is unable to overcome, thus preventing the party from carrying out its obligations or from enjoying its rights under this Agreement due to the impossibility of delivering the goods and services, or the imminent harm that such events, in the absence of safeguards and protocols, may bring upon its employees, agents or the general public in the performance of its obligations under this Agreement.	This will be subject to negotiation with the winning bidder.
Draft PSA	Section 7.1.3 — Other Events of Force Majeure	Section 7.1.3 — Other Events of Force Majeure The enumerated Acts of Man are limited to: (a) war, invasion, armed conflict, blockade, embargo, revolution, riot, insurrection, civil commotion, terrorism or sabotage; (b) nationwide or political strikes, work-to-rule or go-slows; and (c) radioactive contamination or ionizing radiation.	Additional FM: (Addresses permit, transmission, emergency-shutdown, expropriation and banking-system risks that are outside the affected Party's reasonable control.) (d) arbitrary, capricious or unreasonable denial, conditioning, variation, termination, voiding, failure or delay in granting or renewing a governmental permit required for a Party's performance, despite due application and diligent efforts; (e) scheduled or unscheduled transmission-system unavailability that prevents Seller from transmitting to the Grid or Buyer from receiving from the Grid, and appropriate emergency-shutdown action taken in response to an order, warning or advisory of a Governmental Authority, Market Operator, Distribution Utility or System Operator; (f) implementation of a final and executory expropriation or compulsory-acquisition order affecting a material part of Buyer's distribution or connected sub-transmission/substation facilities and resulting in loss of sufficient captive customers or inability to operate as a distribution utility through no fault of Buyer; and (g) unannounced or unforeseen downtime or connectivity issues of Seller's receiving bank or Buyer's transmitting bank, despite exhausted alternative payment efforts; provided payment is made within five (5) Business Days after the event ends.	This will be subject to negotiation with the winning bidder.
Draft PSA	Additional Provision on FM		Insert new Section 7.2: (Prevents financial conditions and normal equipment degradation from being used as Force Majeure.) Force Majeure shall not include: (a) lack of funds to perform an obligation; (b) fluctuations in the Peso-Dollar exchange rate; (c) ordinary or extraordinary inflation; or (d) mechanical or electrical breakdown or failure of the Power Plant, Buyer's substation or any unit thereof caused solely by normal wear and tear.	This will be subject to negotiation with the winning bidder.
	Additional Provision on termination		Upon termination of this Agreement under Section 9.1 [Events of Default] due to a Party's default, the Defaulting Party shall pay the Non-Defaulting Party a termination fee in the form of liquidated damages computed in accordance with Section 6.3.	This will be subject to negotiation with the winning bidder.
Draft PSA	Section 8.5 or 9.5? — Grounds for Termination Other than Event of Default	Section 8.5 or 9.5? — Grounds for Termination Other than Event of Default The Buyer shall have the right to terminate the contract for: (8.5.1) Seller's unexcused failure to comply with material obligations, including delivery from its own plant by the target date; (8.5.2) Seller's cessation of delivery from its own plant for six months; (8.5.3) illegality; (8.5.4) Force Majeure exceeding six consecutive months; and (8.5.5) an unresolved Change of Law or Change of Circumstance affecting charges or pass-through to Buyer's customers.	Additional Provision under 8.5 or 9.5 9.5.1 A Law, or a final order or decision of a court of competent jurisdiction, that makes it unlawful for Seller to supply or perform, or for Buyer to accept electricity or perform. The unaffected Party may terminate on at least thirty (30) Days' prior notice, subject to ERC requirements. 9.5.2 Force Majeure preventing Buyer from receiving or Seller from delivering for more than six (6) consecutive Months. Either Party may initiate termination, subject to prior notification to and approval by the ERC. If the expected duration is disputed, the matter shall be resolved under Section 10. Delete the unilateral Buyer-only grounds in Sections 8.5.1 and 8.5.2. Address Change in Circumstances under new Section 13.17 rather than as an automatic Buyer termination right.	This will be subject to negotiation with the winning bidder.

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Draft PSA	Section 11 — Dispute Resolution	Section 11 — Dispute Resolution If any Dispute arises, either Party may request that the respective chief executive officers meet within [number of days] Days and attempt an amicable resolution. Unresolved disputes shall be settled through arbitration at a venue in the Philippines under Republic Act Nos. 876 and 9285. The provision then states that the ERC has jurisdiction if the officers are unable to resolve the Dispute "through the above arbitration clause."	Propose Revision: (Defines escalation periods, separates ERC-exclusive matters from arbitrable disputes, and supplies the institution, tribunal composition, seat and language.) Either Party may give written notice of a Dispute and require the chief executive officers to meet within fifteen (15) Days from receipt. The Parties shall attempt amicable resolution within thirty (30) Days from commencement of the executive discussions. A Dispute within the original and exclusive jurisdiction of the ERC shall be submitted to the ERC. Any other unresolved Dispute shall be finally resolved under the rules of the Philippine Dispute Resolution Center, Inc. (PDRCI) by three (3) arbitrators. Each Party shall nominate one arbitrator and the two confirmed arbitrators shall select the presiding arbitrator; PDRCI shall make any default appointment. The seat and venue shall be Bonifacio Global City, Philippines, the language shall be English, and the award shall be final and binding.	This will be subject to negotiation with the winning bidder.
Draft PSA	Section 12 — Assignment of Rights	Section 12 — Assignment of Rights (mutualized) The Seller may only assign or transfer its rights or obligations to its Affiliates or its consortium's special purpose vehicle under, pursuant to or associated with (a) this Agreement, (b) the Facility, (c) the movable property and intellectual property of the Seller, or (d) the revenues or any of the rights or assets of the Seller … without the prior written consent of the Buyer … Such transfer … shall require prior notification and approval of the ERC. Nonetheless, both assignor and assignee are solidarily liable under this Agreement.	Proposed Revision: Either Party may assign or transfer its rights or obligations under or associated with this Agreement to an Affiliate or subsidiary without the prior written consent of the other Party, provided the assignee has the ability to perform all assigned obligations and duties. The assigning Party shall remain liable for the assignee's non-compliance. Any assignment shall remain subject to notification to or approval by the ERC to the extent required by applicable law.	This will be subject to negotiation with the winning bidder.
Draft PSA	Additional Provision:		Free and Harmless: Each Party shall indemnify and hold harmless the other Party and its officers, directors, employees and agents from liabilities, damages, claims or lawsuits arising from the indemnifying Party's performance of its obligations under this Agreement. The indemnity shall not apply to the extent caused by the indemnified Party's gross, willful and inexcusable negligence or intentional breach. Each responsible Party shall take reasonable steps to mitigate further liability, damage, claims or loss.	This will be subject to negotiation with the winning bidder.
Draft PSA	Additional Provision:		Confidentiality Neither Party shall disclose the terms of this Agreement except to employees, lenders, investors or potential investors, counsel, accountants and advisers who need to know and are bound to confidentiality, or as required by applicable law, regulation, market/system-operator rule, or court or regulatory proceeding. Each Party shall, to the extent practicable, use reasonable efforts to prevent or limit disclosure. The Parties may pursue all remedies available at law or in equity to enforce this obligation.	This will be subject to negotiation with the winning bidder.
Draft PSA	Additional Provision:		Security Deposit (i) Buyer shall not post a Security Deposit on execution. (ii) If Buyer fails to pay one undisputed Billing Statement in full on the Due Date, Buyer shall post a Security Deposit within thirty (30) calendar days of the immediately succeeding Billing Period. (iii) The amount shall equal Buyer's highest Monthly generation cost with Seller over the preceding twelve (12) Billing Periods and may be cash, cash bond, manager's/cashier's check, bank-certified check, irrevocable standby letter of credit, callable-on-demand surety bond or bank guarantee. (iv) Seller may draw against it for unpaid undisputed amounts, penalties and interest. (v) Buyer shall replenish it within thirty (30) calendar days after notice of a draw. (vi) It shall be returned after Buyer remains current for three (3) consecutive Billing Periods. (vii) Buyer shall bear the related costs, which shall not be passed to consumers.	This will be subject to negotiation with the winning bidder.

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Draft PSA	Section 8.5.5 — Change of Law / Change of Circumstance	Section 8.5.5 — Change of Law / Change of Circumstance Buyer may terminate if no satisfactory solution is reached when a Change of Law or Change of Circumstance causes additional charges, fees, taxes, duties or assessments, or prevents Buyer from passing through amounts to its customers.	Define CIC to include: (a) a Law taking effect after signing, including new or changed taxes, duties, levies, fees or currency-remittance rules; (b) amendment, repeal or withdrawal of an existing Law; (c) post-signing application, enforcement, interpretation or implementation of Law by a governmental instrumentality; and (d) another unforeseen event causing a sudden and abrupt price increase that seriously or materially and adversely affects a Party's financial condition. Ordinary changes in operating costs or market electricity prices shall not, by themselves, constitute CIC. If a CIC causes Seller to incur new or increased charges, materially increases operating costs or capital expenditures, adversely affects performance or sale of Contract Capacity and Energy, makes performance materially more burdensome, or materially and adversely affects Seller's financial condition, the Parties shall discuss appropriate adjustments in good faith. Seller may submit any proposed adjustment to Electricity Fees for ERC approval. Pending ERC action, the Parties shall continue performance under the existing ERC approval.	This will be subject to negotiation with the winning bidder.