

| NO | BID DOC | SECTION/ITEM NO | PROVISION/DESCRIPTION | QUESTION/COMMENT | LUECO BAC RESPONSE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------------------|---------------------|-------------------------------|---|---|---|------------------------------------|--|--|--|--------------|---------------------|-------------|-------|--------|--------|------------|-------|--------|--------|------------|-------|--------|--------|------------|-------|--------|--------|------------|-------|--------|--------|------------|-------|--------|--------|------------|-------|--------|--------|------------|-------|--------|--------|------------|-------|--------|--------|------------|-------|--------|--------|------------|-------|--------|--------|------------|-------|--------|--------|------------|-------|--------|--------|------------|-------|--------|--------|------------|-------|--------|--------|------------|-------|--------|--------|------------|-------|--------|--------|------------|-------|
| 1 | TOR | Item No. 1 Demand Requirement | Baseload, Intermediate, Peaking (100% Requirement) | In the annual demand projections in Annex A, may we kindly request the hourly load profile of LUECO or at least the monthly peak demand and energy consumption figures to better assess the generation and the dispatch planning? | <table><tr><th colspan="4">MONTHLY CP DEMAND AND ENERGY (NET)</th></tr><tr><th>SUPPLY MONTH</th><th>CP DEMAND (NET), kW</th><th>ENERGY, kWh</th><th>LF, %</th></tr><tr><td>Jan-24</td><td>40,725</td><td>21,303,068</td><td>70.25</td></tr><tr><td>Feb-24</td><td>38,803</td><td>20,043,950</td><td>69.81</td></tr><tr><td>Mar-24</td><td>42,800</td><td>20,608,904</td><td>69.54</td></tr><tr><td>Apr-24</td><td>52,393</td><td>26,726,806</td><td>68.77</td></tr><tr><td>May-24</td><td>54,476</td><td>28,614,066</td><td>73.21</td></tr><tr><td>Jun-24</td><td>52,037</td><td>26,822,993</td><td>69.46</td></tr><tr><td>Jul-24</td><td>50,137</td><td>24,453,140</td><td>68.06</td></tr><tr><td>Aug-24</td><td>47,521</td><td>24,684,090</td><td>70.01</td></tr><tr><td>Sep-24</td><td>46,454</td><td>22,768,038</td><td>65.76</td></tr><tr><td>Oct-24</td><td>46,551</td><td>22,744,768</td><td>67.92</td></tr><tr><td>Nov-24</td><td>42,806</td><td>22,851,814</td><td>72.14</td></tr><tr><td>Dec-24</td><td>43,219</td><td>22,797,752</td><td>73.62</td></tr><tr><td>Jan-25</td><td>40,760</td><td>21,539,872</td><td>71.43</td></tr><tr><td>Feb-25</td><td>40,909</td><td>21,789,619</td><td>71.65</td></tr><tr><td>Mar-25</td><td>45,202</td><td>21,544,911</td><td>71.12</td></tr><tr><td>Apr-25</td><td>51,190</td><td>26,687,605</td><td>70.40</td></tr><tr><td>May-25</td><td>51,969</td><td>26,210,942</td><td>69.34</td></tr></table> | MONTHLY CP DEMAND AND ENERGY (NET) | | | | SUPPLY MONTH | CP DEMAND (NET), kW | ENERGY, kWh | LF, % | Jan-24 | 40,725 | 21,303,068 | 70.25 | Feb-24 | 38,803 | 20,043,950 | 69.81 | Mar-24 | 42,800 | 20,608,904 | 69.54 | Apr-24 | 52,393 | 26,726,806 | 68.77 | May-24 | 54,476 | 28,614,066 | 73.21 | Jun-24 | 52,037 | 26,822,993 | 69.46 | Jul-24 | 50,137 | 24,453,140 | 68.06 | Aug-24 | 47,521 | 24,684,090 | 70.01 | Sep-24 | 46,454 | 22,768,038 | 65.76 | Oct-24 | 46,551 | 22,744,768 | 67.92 | Nov-24 | 42,806 | 22,851,814 | 72.14 | Dec-24 | 43,219 | 22,797,752 | 73.62 | Jan-25 | 40,760 | 21,539,872 | 71.43 | Feb-25 | 40,909 | 21,789,619 | 71.65 | Mar-25 | 45,202 | 21,544,911 | 71.12 | Apr-25 | 51,190 | 26,687,605 | 70.40 | May-25 | 51,969 | 26,210,942 | 69.34 |
| MONTHLY CP DEMAND AND ENERGY (NET) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SUPPLY MONTH | CP DEMAND (NET), kW | ENERGY, kWh | LF, % | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Mar-24 | 42,800 | 20,608,904 | 69.54 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Apr-24 | 52,393 | 26,726,806 | 68.77 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| May-24 | 54,476 | 28,614,066 | 73.21 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Jun-24 | 52,037 | 26,822,993 | 69.46 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Jul-24 | 50,137 | 24,453,140 | 68.06 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Aug-24 | 47,521 | 24,684,090 | 70.01 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Sep-24 | 46,454 | 22,768,038 | 65.76 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Oct-24 | 46,551 | 22,744,768 | 67.92 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Dec-24 | 43,219 | 22,797,752 | 73.62 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| May-25 | 51,969 | 26,210,942 | 69.34 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | TOR | Item No. 1 Demand Requirement | | <p>What are LUECO's plans for a direct WESM member registration?</p> <p>What is the actual average load factor or capacity utilization factor of LUECO for its total demand requirements?</p> | <p>Under consideration.</p> <p>Historical actual average load factor is 70% (see above table)</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | TOR | Item No. 2 Type of Contract | Financial PSA refers to a power supply agreement with the following characteristics: (1) fixed price effective for the duration of the Contract Term; (2) supply is guaranteed for the entire contract term without reference to any physical power plant; and (3) no provision for outage allowance. | Kindly confirm if the definition of a "Financial PSA" as stated in the TOR implies that the supplier assumes full risk for fuel and price volatility throughout the cooperation period, without any pass-through | <p>As defined by ERC in Resolution 16, Series of 2023, our interpretation is:</p> <p>Financial Power Supply Agreements (PSAs) are structured to have a fixed tariff for the duration of the contract. This</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | | | | <p>provision aside from the allowable BER escalation rates?</p> <p>If the response is affirmative, is LUECO willing to jointly draft a provision in the PSA that allows exceptions or flexibility for the Seller to make adjustments to the Contract Price under circumstances beyond the Parties’ control?</p> | <p>suggests that the supplier bears the risk of fuel price volatility and other market fluctuations, rather than passing these costs directly to consumers.</p> <p>The only allowable adjustment is through the BER escalation rates as provided in the Terms of Reference (TOR).</p> <p>Please refer to Article 9, Section 9.1 of the PSA.</p> |
| 4 | TOR | Item No. 2 Type of Contract | | <p>Considering that in a Financial PSA there is no reference to any physical power plant, does this mean there will be "no technical requirements" for the Bidder's Nominated Plant?</p> <p>We believe that both the Winning Bidder and the Buyer should be reciprocally bound by all the risks relative to a Financial PSA on the following obligations:</p> <p>Seller:</p> <p>a. Must supply Contract Capacity and Contract Energy even during Scheduled, Unscheduled Outages as well as events of Force Majeure affecting its Nominated plant or any other affiliated GenCos' plants</p> <p>b. Contract Rate shall be fixed throughout the duration of the Contract Term</p> | <p>This issue has been clarified by the ERC that Bidders are still required to submit the technical requirements of their respective primary plants for evaluation purposes.</p> <p>Yes, as provided in Article 2, Section 2.4 of the PSA (Responsibilities of Seller)</p> <p>The Contract Rate cannot be fixed, whether or not the Bidder chooses fixed escalation rate or varying escalation rate per year due to the following reasons:</p> <p>1) The computation of the Contract Rate is linear due to the presence of the escalation rate, unless the Bidder chooses zero escalation rate.</p> <p>2) In case of blended supply.</p> |

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| | | | | <p>Buyer:</p> <p>a. Must take-or-Pay the Contract Capacity and Contract Energy regardless of Scheduled, Unscheduled Outages as well as events of Force Majeure affecting its distribution system</p> <p>b. Should ensure that it pays the Seller at Contract Rate throughout the duration of the Contract Term.</p> | <p>Please refer to Item No. 20 of the TOR.</p> <p>Yes, please refer to Obligations of the Buyer in Article 2, Section 2.5 of the PSA (Responsibilities of Buyer).</p> |
| 5 | TOR | Item No. 3 of Technology Source Plant | Supply from Portfolio of Plants covering RPS-Eligible Renewable Plant or blended supply from Conventional Plant and RPS-Eligible renewable plant | <p>Will LUECO consider alternative compliance arrangements if a bidder cannot meet the RPS percentage requirement in the earlier years but commits to ramping up over time?</p> <p>Will LUECO accept that the bidder shall only provide RECs in the earlier year/s, or instead provide the cumulative RECs needed in the following year?</p> | <p>No. The RPS Rules mandate that a certain percentage of electricity increasing annually must come from an RPS eligible renewable energy sources.</p> <p>No. Section 5.3 of ERC Resolution No. 12, Series of 2024 on Priority Compliance Mechanism requires DU's to prioritize the Compliance Mechanisms specified under Section 5.1 Compliance Mechanisms with Corresponding Energy, to comply with the least-cost sourcing of power supply to meet the minimum RPS requirement.</p> <p>This being the case, LUECO needs to meet the minimum RPS requirement thru the above-mentioned mechanisms and not thru the RECs.</p> |
| 6 | TOR | Item No. 3 of Technology Source Plant | | <p>Can a Bidder submit a bid proposal only for the "conventional energy" component of LUECO's power requirements?</p> <p>Can a Bidder submit a proposal for the supply of RPS not necessarily starting on 26 September 2025 but on the 2nd or 3rd Contract Year?</p> | <p>No. Our TOR is very specific on the RE requirement supply which is mandated under the RPS.</p> <p>Winning bidder is obligated under the PSA to supply LUECO its RPS requirement starting Contract Year 1 because the requirement is an annual basis.</p> |
| 7 | TOR | Item No. 4 Required Contract Capacity | <p>44 MW – 96 MW, including any future load growth</p> <p>*Refer to Annex A for Annual Capacity & Energy Estimates</p> | <p>Kindly expound on the phrase "including any future growth"</p> <p>What is the average "annual load growth" expected by LUECO throughout the "Cooperation Period"?</p> | <p>The 44 MW – 96 MW required contract capacity are forecasted values based on factors such as historical consumption patterns, anticipated growth in customer base, infrastructure projects or expansion and regulatory requirements.</p> <p>3.93%</p> |

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| 8 | TOR | Item No. 5 Required Contracted Energy | <p>Power Supplier shall be responsible for providing for the full energy requirements of LUECO, net of any reduction by reason of the enforcement of Retail Competition and Open Access (RCOA), Green Energy Option Program (GEOP), Distributed Energy Resources (DER), Net-Metering, Self-Generating Facility (SGF) and other future government regulations that will reduce the power supply requirement of LUECO. This is projected to be between 324,804 MWH – 457,076 MWH for over ten years.</p> <p>*Refer to Annex A for Annual Capacity & Energy Estimates</p> | Could LUECO provide guidance on how RCOA, GEOP, DER integration, and other future government regulations will be factored into the actual demand obligations of the supplier under the PSA? | It's the government agencies, specifically the DOE and ERC, that provide the guidelines on the requirements of RCOA, GEOP, DER, etc. |
| 9 | TOR | Item No. 6 Commencement Date of Supply | September 26, 2025 or upon approval by the ERC of the Provisional Authority to commence supply, whichever is earlier, but to coincide with NGCP Billing every 26th day of the month. | <p>If the ERC approval is delayed beyond September 26, 2025, how will the contract terms and obligations of the parties be affected?</p> <p>Will an automatic extension apply?</p> | Please refer to Item No. 7 of the TOR on Cooperation Period. |
| 10 | TOR | Item No. 7 Cooperation Period | Commencement date up to September 25, 2035, unless extended by reason of ERC delay of Approval or any event of extended Force Majeure during the Cooperation Period, in which case it shall be extended by a period of time for which the performance is excused as a result of the extended Force Majeure event or due to the delay of ERC approval. | Kindly confirm that if the ERC approval is delayed beyond September 26, 2025, the commencement and the cooperation period will also be extended accordingly. | Yes, confirmed. Please refer to Item No. 7 of the TOR on Cooperation Period. |
| 11 | TOR | Item No. 8 Tariff Structure | <p>Base Energy Rate (BER) in Php/kWh subject to the following:</p> <p>For RE Supply:</p> <ul style="list-style-type: none"> • 50% maximum of the BER can be escalated at an annual rate not greater than 3.5% beginning on the second contract year • Inclusive of Line Rental and all other market related charges • No VAT <p>For Non-RE Supply:</p> <ul style="list-style-type: none"> • 60% maximum of the BER can be escalated at an annual rate not greater than 5% beginning on the second contract year • Inclusive of Line Rental and all other market related charges | 1. We recognize LUECO's intent to secure supply for its future RPS compliance in this CSP at the lowest possible cost. In this regard, we would like to request that LUECO consider having separate lots for conventional and RE/RPS supply, as we have observed in other CSPs with which we have participated. We believe that power generators utilizing conventional technology will be compelled to raise generation rate offers to cover the projected and uncertain costs of renewable energy certificates, which may put consumers at a disadvantage. Conversely, RE suppliers may be unable to participate in the bidding process, as they might not be capable of meeting LUECO's baseload demand requirements. | <p>One supplier can best optimize the mix of renewable and conventional supply resulting to least cost for the benefit of consumers.</p> <p>Not separating lots for conventional and Renewable Portfolio Standard (RPS) purposes can have several benefits, including:</p> <ol style="list-style-type: none"> 1. Simplified Management: Combining lots reduces administrative workload as there is no need to maintain separate records for conventional and RPS specific lots. This makes tracking and reporting more straightforward. 2. Cost Savings: Avoiding splitting lots can reduce transaction and administrative costs associated with managing multiple lot types, especially in large portfolios. 3. Flexibility: Consolidating lots provides greater flexibility in trading and settlement, allowing the entity to utilize or sell |

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| | | | <ul style="list-style-type: none">• Exclusive of VAT <p>Bids shall be evaluated based on Levelized Cost of Electricity (LCOE) after VAT, whenever applicable which shall be derived using the LCOE calculation sheet in accordance with the formula in Annex B. The Bidder’s Proposed Price (for the first Billing Year) and its LCOE are both subject to predetermined “Reserve Prices.</p> <p>Bid VAT Rate shall be the maximum 12% VAT for Non-RE Supply that the Winning Bidder may charge LUECO for any given Billing Month.</p> | <p>2. Please clarify whether this escalation is automatic and linear each year, or if it requires justification or mutual agreement.</p> <p>Moreover, we respectfully request clarification on the principles and assumptions used to determine these escalation percentages, particularly in the context of a Financial PSA, which - under Article III Sec. 3.v of ERC Resolution No. 16, Series of 2023— must maintain fixed pricing unless the TOR expressly permits economic price adjustments under clearly defined criteria. Thus, we kindly ask for confirmation that these escalation mechanisms fall within such allowable adjustments.</p> | <p>renewable and conventional attributes without being constrained by lot categorization.</p> <p>4. Market Efficiency: It can improve market liquidity by increasing the tradable unit size and reducing complexity, making it easier for buyers and sellers to transact.</p> <p>5. Reduced Risk of Errors: Managing fewer lot types decreases the chances of discrepancies or errors in lot classification, which can lead to compliance or settlement issues.</p> <p>More importantly, separating lots will expose LUECO customers to WESM’s volatile rates.</p> <p>This has been subject for clarification and suggestion coming from interested Bidders to consider varying annual escalation rates not only in an upward adjustment but allows downward adjustment as well.</p> <p>The above suggestion has been considered by the BAC, hence, a separate supplemental bid bulletin and a revised LCOE Worksheet shall be issued accordingly.</p> <p>It does not require justification or mutual agreement.</p> <p>On the Basis for the Escalation Rates</p> <p>The allowable escalation caps were established based on prevailing industry practices, taking into consideration the following factors:</p> <ul style="list-style-type: none">o Historical inflation trends and cost behavior of RE and non-RE generation technologies;o The need to strike a balance between price stability for consumers and financial viability for suppliers;o Regulatory guidance under ERC Resolution No. 16, Series of 2023, particularly Article III, Section 3.v, which allows for economic price adjustments in a Financial PSA if expressly stated in the TOR and defined under clear and transparent criteria. |
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| | | | | <p>3. Further, we respectfully request confirmation whether it is allowed to have varying escalation factors per Contract Year. We note from the LCOE worksheet, a fixed escalation factor appears to apply uniformly throughout the entire Contract Term on an annual basis.</p> <p>4. We would appreciate clarification on whether costs associated with Interconnection, Transmission, Metering Charges, Line Rental fees, and Market Fees are expected to be included in our bid price offer or treated as pass-through charges. It's worth noting that these costs are charged by NGCP and IEMOP and not by a generator.</p> <p>5. Kindly confirm if LUECO will consider the possibility of the Line Rental fee as pass-through charges? This approach could help ensure that the Bidder's proposal remains unaffected by any uncertainties or inaccuracies that might arise during the modeling of the rental fees.</p> | <p>Regulatory Compliance</p> <p>In line with the aforementioned ERC Resolution, the inclusion of defined escalation caps within the TOR complies with the requirement for pre-disclosed and clearly justified economic adjustments in Financial PSAs. The CSP-BAC confirms that these mechanisms fall within the allowable scope of adjustments contemplated under ERC regulations.</p> <p>Thank you. BAC is considering your suggestion. We'll issue a revised LCOE Worksheet in the next bid bulletin.</p> <p>Please refer to Article 6, Section 6.1 of the PSA on Responsibility for Taxes, Fees and Costs.</p> <p>Rationale for this provision: To prevent volatility in electricity rates due to volatility caused by associated charges.</p> <p>The Bidder is more in the position to determine the associated charges based on their historical data and forecasting software.</p> <p>Please refer to the above comment on Q3.</p> |
| 12 | TOR | Item No. 8 Tariff Structure | | Please confirm that the only possible BER escalation is an "upward adjustment" with no possible "downward adjustment" regardless of any improvement in any or all financial indices affecting cost of generation? | Thank you. BAC is considering your suggestion. We'll issue a revised LCOE Worksheet in the next bid bulletin. |

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| | | | | <p>Please clarify the basis, period of consideration, cost and price considerations for the determination of the "Reserved Prices" for the first Billing Year and its LCOE?</p> <p>Are the Reserve Prices similarly established to cover all the "financial and technical risks" being placed on the shoulders of the Bidders under this CSP such as (a) almost a fixed rate based on current market situations, (b) all WESM charges including line rental for the account of our supplier (c) guaranteed supply of power even during outages, (d) No Security Deposit for non-payment financial risk to the Power Supplier, etc.</p> | <p>The determination of Reserved Prices for the first Billing Year and its Levelized Cost of Electricity (LCOE) involves several key factors:</p> <p>Reserved Prices are typically set based on regulatory frameworks, market conditions, and cost structures. BAC may consider historical pricing trends for the past 12 months, projected demand, and supply constraints.</p> <p>Financial and Technical risks are only known to the Bidders.</p> |
| 13 | TOR | Item No. 9 Prompt Payment Discount | Equivalent to 3% of the Electricity Fee upon full payment within ten (10) days from receipt of Final Power Bill. | Can the Bidder offer other forms of discounts? | Any additional discount is most welcome. |
| 14 | TOR | Item No. 9 Prompt Payment Discount | Equivalent to 3% of the Electricity Fee upon full payment within ten (10) days from receipt of Final Power Bill. | <p>1. Kindly confirm whether this discount is applicable across all supply months, regardless of consumption volume, and whether the discount will be reflected in the succeeding billing month or as a deduction in the same billing cycle.</p> <p>2. Kindly provide the definition of Electricity Fee.</p> <p>3. Please also confirm whether LUECO will provide merit on its evaluation should the PPD period extend beyond the ten (10) day standard requirement under the TOR.</p> | <p>Yes, the discount is applicable across all supply months and will be reflected in the succeeding billing month through a separate credit memo. Please refer to Article 5 Fees, Sections 5.2.2 and 5.3 of the PSA.</p> <p>Thank you for your observation. This should be Total Generation Cost not Electricity Fee. We will reflect the change in the next bid bulletin.</p> <p>Definitely, any extension of the PPD period will provide merit on the part of LUECO because it simply means that the period within which to pay its bill will also be extended. However, over the last sixteen (16) years, LUECO has been</p> |

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| | | | | | paying on time, which is within ten (10) days upon receipt of the final bill. |
| 15 | TOR | Item No. 10 Outage Allowance | <p>Power Supplier shall guarantee 100% availability of supply at BER regardless of source plant's availability or unavailability whether due to a Planned or Unplanned Outage.</p> <p>In the case of Force Majeure Event affecting Power Supplier, Power Supplier shall continue to supply LUECO at BER or WESM Price at LUECO's Metering points, whichever is lower.</p> | <p>Given that this is a Financial PSA wherein 100% supply is contractually guaranteed (as per Section 2 of the TOR and Article III of ERC Resolution No. 16, s. 2023).</p> <p>1. We respectfully request confirmation that, in the event the Power Supplier fails to deliver energy to LUECO, it shall be required to procure the needed energy from its portfolio of plants, the WESM, or other available sources.</p> <p>2. We further request assurance that any such substitute energy shall not result in any increase in cost to LUECO and shall be billed at the Contracted Generation Rate (i.e., the BER), in accordance with the principle of fixed pricing under a Financial PSA.</p> | <p>Confirmed.</p> <p>Please refer to Items No. 10, second paragraph of the TOR.</p> |
| 16 | TOR | Item No. 11 Replacement Power | Replacement Power during Planned, Unplanned, and Force Majeure Outages of the source plants shall solely be for the account of the Power Supplier at BER or WESM Price at LUECO's metering points, whichever is lower. | <p>We respectfully request confirmation that any such substitute energy delivered during planned and unplanned outage shall be billed at the Contracted Generation Rate (i.e., the BER), in accordance with the principle of fixed pricing under a Financial PSA adjustment to the contract terms or timelines, protecting GNPK from undue financial risks or operational constraints imposed unilaterally by regulatory modifications.</p> <p>c. We propose that rate disallowances due to ERC modifications be subject to a defined dispute resolution process to prevent arbitrary or unfair cost burdens being imposed solely on bidders without recourse.</p> | <p>Please don't forget the clause "whichever is lower".</p> <p>Please refer to Section 17.3 on ERC Proceedings/Arbitration of the PSA, the remedy is to appeal to ERC by way of Motion for Reconsideration (refer to Sections 27 and 28 of ERC Resolution No. 16, Series of 2023), considering that the dispute has to do with the modifications done by the ERC itself especially on matters affecting the rates.</p> |
| 17 | TOR | Item No. 11 Replacement Power | | Considering that this is a Financial type of PSA wherein the Buyer is assured of a guaranteed | ERC cases are replete with decisions on the applicable rate in cases of Planned and Unplanned outages where it shall be |

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| | | | | commitment from the Power Supplier that it shall supply the Contract Capacity regardless of outages and even event of Force Majeure affecting its plant(s), it should only be FAIR that the supply of the Contract Capacity should be paid at the BER. Further, given that the Contract Price or the BER in this case, is the least cost resulting from the conduct by the Buyer of its CSP, then it is just appropriate and reasonable that the supply of the Contract Capacity, regardless of where it was sourced by the Power Supplier, MUST BE PAID at the Contract Price or BER - the "least cost" supply from the Market | the rate from the alternative source or the existing rate, “whichever is lower”. |
| 18 | TOR | Item No. 13 Regulatory Approvals | Power Supplier, together with LUECO, shall submit a Joint Application to ERC for the Approval of the Power Supply Agreement (PSA). Power Supplier shall make the necessary modifications in accordance with the directive of the ERC. Any modifications from the ERC shall: (1) not be a ground for the automatic discontinuance of the supply arrangement or termination of the PSA, (2) any rate disallowance shall be for the account of the Power Supplier, and (3) Suspension of Supply and Pre-Termination of Contract shall be approved by ERC. | <p>Kindly clarify if the Bidder has the right to appeal or negotiate with the ERC regarding any directives or required modifications to the PSA, especially if such modifications could impact the commercial viability or operational terms of the contract?</p> <p>The clause states that any modifications directed by the ERC shall not be grounds for automatic discontinuance or termination of the PSA, and that rate disallowance shall be borne by the Power Supplier.</p> <p>a. To ensure risk allocation is equitable, can the LUECO clarify whether there will be mechanisms for renegotiation or extension of timelines should ERC directives significantly impact the Power Supplier’s financial or operational position?</p> <p>b. We propose the inclusion of a mutual consultation and renegotiation clause in the event ERC directives materially alter the commercial or operational terms of the PSA. This clause would allow the bidder and LUECO to jointly engage with the ERC to seek reasonable adjustments to the contract terms or timelines, protecting GNPK from undue</p> | <p>Please refer to the above comment under Q16.</p> <p>Additionally, please be reminded that matters affecting rates are always subject to ERC approval being the regulatory body that protects the consumers’ interest.</p> <p>It can never be a result of negotiation between the Buyer and the Supplier alone.</p> <p>For as long as the matter affects the electricity rates, it is always under the jurisdiction of the ERC.</p> <p>The Supreme Court ruled in a case of Alyansa Para sa Bagong Pilipinas vs. ERC et. al. GR No. 227670 that:</p> <p><i>“(u) the ERC shall have the original and exclusive jurisdiction over all cases contesting rates, fees, fines and penalties imposed by the ERC in the exercise of its powers, functions and responsibilities and over all cases involving disputes</i></p> |

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| | | | | <p>financial risks or operational constraints imposed unilaterally by regulatory modifications.</p> <p>c. We propose that rate disallowances due to ERC modifications be subject to a defined dispute resolution process to prevent arbitrary or unfair cost burdens being imposed solely on bidders without recourse.</p> | <p><i>between and among participants or players in the energy sector.”</i></p> <p>Please see above comment.</p> |
| 19 | TOR | Item No. 15 Eligibility Requirements of Power Supplier | <p>Must have:</p> <ul style="list-style-type: none"> List of projects undertaken over the last ten (10) years; List of electricity generation plants that the Bidder has operated for the last five (5) years a valid Certificate of Compliance (COC), and/or or documented Power Supply Agreement (PSA) for/with the intended source plant/s; for management of Plant, Independent Power Producer Administration Agreement (IPPAA) Proof of/Documentation on track record for the last five (5) years of power plants. sufficient available capacity to supply LUECO’s requirements from Commencement date, to be evidenced by a notarized certification in the form and substance provided together with this TOR. Proof of direct WESM Membership. RPS-Eligibility for Renewable Energy Plant | <p>1. In the event that a bidder does not currently have its own renewable energy portfolio, but rather have an ongoing negotiations with a third-party RE supplier—and is willing to assume the risk and commit to providing the required Renewable Energy Certificates (RECs) even if the negotiation fails or the RE supply cannot commence in the first year—what would be the acceptable eligibility requirements for the RE portion under such circumstances?</p> <p>2. In lieu of the COC, the Provisional Authority to Operate (PAO) or any equivalent certification as proof of application for issuance of COC from the ERC should be accepted by LUECO in compliance with the requirement. These documents have the same effect as a valid COC.</p> | <p>Please be reminded that as per ERC Resolution No. 12, Series of 2024, Sections 5.1 and 5.3, the provision of the RECs by the Supplier is the last resort, meaning, just to fill in the shortfall and not to replace the required RE supply. The total lack of RE requirement will have an impact on the electricity rates imposable on the consumers.</p> <p>The rationale behind the required RE supply is precisely to offer the least cost of electricity to the consumers.</p> <p>As a relief, the required minimum physical RE supply, has to be complied with every contract year, and not necessarily on a monthly basis.</p> <p>Yes, it will be accepted.</p> |
| 20 | TOR | Item No. 16 Bid Security | The amount must be equivalent to three (3)-month contract cost of the proposed power supply agreement computed using the bid price offered by the Bidder in the form of an Irrevocable Standby Letter of Credit. (as per ERC Res. 16, Series of 2023) | <p>Please confirm the following considerations for the computation:</p> <p>1. Energy demand to be used</p> <p>2. Does the bid price offer include VAT?</p> | <p>Yes, energy requirement. (Please refer to Section 10 letter (c) Appendix B of ERC Resolution No. 16, Series of 2023)</p> <p>Yes, inclusive of VAT in the case of non-RE.</p> |
| 21 | TOR | Item No. 17 Validity of Bid and Bid Security | The required Bid Security shall be valid for ninety (90) calendar days from the deadline for submission and opening of bids. | Please specify the date of commencement and end date of the bid security. | Please refer to ANNEX 9 on Bid Security of the IPB. |

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| | | | Any Bid with a shorter Bid Validity Period shall be immediately rejected. For winning bidder: Until posting of Performance Security | | |
| 22 | TOR | Item No. 18 Penalty for Non-Supply or shortfall due to unavailability of power | <p>A. In case of failure of delivery of Supply from the Grid. Power Supplier shall pay a penalty equivalent to: 10% x GENRATE from the previous Billing Month x Unsupplied Energy</p> <p>Where: Unsupplied Energy = the average of the last 4 same day, same hour of the Trading Intervals affected by the loss of supply from Power Plant, WESM, and any other source which shall be used to reduce the generation charge to the consumers.</p> <p>B. In case of non-delivery/shortfall of RPS Requirement. Penalty for RPS Non-Compliance = ERC approved REC Price CAP (ERC Resolution No.12 Series of 2024)</p> | <p>The calculation of Unsupplied Energy based on the “average of the last 4 same day, same hour Trading Intervals” could unfairly penalize the supplier in cases of systemic grid issues or force majeure events beyond GenCo’s reasonable control.</p> <p>Additionally, the 10% penalty rate applied to the entire GENRATE from the previous month might result in disproportionate penalties that do not reflect the actual impact or severity of the shortfall.</p> <p>Proposed modification:</p> <p>We kindly propose the inclusion of an explicit force majeure clause or grid-related contingencies that would exempt or mitigate penalties for delivery failures caused by factors outside the control of the Supplier.</p> <p>Furthermore, we suggest that the penalty rate be capped or adjusted to reflect the actual undelivered energy within the affected intervals only, instead of the entire billing month’s GENRATE, to ensure proportionality and fairness.</p> | <p>Application of Force Majeure event is provided under Article 8 of the PSA, in which case no penalty shall be imposed, except even with the existence of Force Majeure event, there is still available Supply and therefore, the failure of delivery of said Supply shall be subjected to imposable penalty. Please refer to Section 8.2.2 second to the last paragraph of the PSA.</p> <p>Please refer to Article 8 of the PSA on Force Majeure events that will exempt the Supplier.</p> <p>It is but fair that the penalty shall be based on undelivered supply x the fixed GENRATE x 10% for ease of computation of BOTH parties.</p> <p>DOE requires 100% availability of Replacement Power to protect consumers. Hence, the provision on Penalty in case of failure to supply electricity.</p> |
| 23 | TOR | Item No. 19 Performance Security | Within ten (10) calendar days from the execution of the contract, the Winning Bidder, shall post a Performance Bond, by way of Irrevocable Standby Letter of Credit, equivalent to the three (3)-month contract cost of the proposed PSA computed using the bid price offered by the Winning Bidder. | <p>Please confirm the following considerations for the computation:</p> <p>1. Energy demand to be used</p> <p>2. Does the bid price offer include VAT?</p> | <p>Yes, energy requirement. (Please refer to Section 15 Appendix B of ERC Resolution No. 16, Series of 2023)</p> <p>Yes, inclusive of VAT in the case of non-RE.</p> |

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| 24 | TOR | Item No. 19 Performance Security | | What are the conditions to draw upon the Performance Security? | Please refer to Section 3.6 of the PSA on Performance Security, Section 14.3.1 on Liquidated Damages and Section 4.3.4 letter (b) of the IPB on Performance Security. |
| 25 | TOR | Item No.20 Other Relevant Information | <ul style="list-style-type: none"> LUECO shall not be subjected to any Minimum Energy Off-take and shall be billed only as metered at LUECO metering points, net of any reduction by reason of the enforcement of Retail Competition and Open Access (RCOA), GEOP, DER, Net Metering, SGF and other future government regulations that will reduce the power supply requirement of LUECO. Payment shall be made by LUECO within thirty (30) days upon receipt of Power Bill. Bids for partial capacities (whether Conventional and/or Renewable) shall total 100% of required Annual Capacity up to the end of the Cooperation Period. Please refer to “Annex A”. Only one contract price per year shall apply for the entire duration of the contract. | <p>While we understand the intent to preserve LUECO’s flexibility in managing its load obligations, we respectfully propose a modification to introduce a reasonable Minimum Energy Off-take (MEOT) mechanism to ensure partial recovery of GenCo’s fixed costs, which are essential for sustaining reliable power supply commitments, long-term fuel procurement.</p> <p>This strikes a fair and balanced commercial position, safeguarding the financial viability of the supply contract while allowing LUECO to benefit from market liberalization</p> | <p>The Demand Requirement is 100% Supply without MEOT, which reason we cannot set a MEOT either monthly or annually to avoid paying for energy not consumed.</p> <p>In addition, the introduction of MEOT mechanism will greatly impact our consumers’ rate.</p> |
| 26 | TOR | Item No.20 Other Relevant Information | <p>Bids for partial capacities (whether Conventional and/or Renewable) shall total 100% of required Annual Capacity up to the end of the Cooperation Period. Please refer to “Annex A”.</p> <p>Only one contract price per year shall apply for the entire duration of the contract.</p> <p>LUECO shall not be subjected to any Minimum Energy Off-take and shall be billed only as metered at LUECO metering points, net of any reduction by reason of the enforcement of Retail Competition and Open Access (RCOA), GEOP, DER, Net Metering, SGF and other future government regulations that will reduce the power supply requirement of LUECO.</p> | <p>Kindly expound on the phrase "Bids for partial capacities".</p> <p>Kindly clarify this requirement viz-a-viz the Tariff Structure item on the TOR which provides two (2) separate Bid Prices for Conventional and RPS power supply</p> <p>Kindly confirm if the term "metered" refers to raw meter or adjusted meter quantity.</p> | <ol style="list-style-type: none"> In case of RE requirement, this means Bids from different plants with different capacities but with one bid price. In case of non-RE requirement, this means one bid price coming from different plants. The total of no. 1 and 2 shall be 100% demand requirement of LUECO. <p>Adjusted Metered Quantity. Shall be the total metered quantities at BUYER’s Delivery Points for the Billing Period that is net of energy carved out by reason of enforcement of RCOA and energy that may be sourced by BUYER from a third Party other than the SELLER in compliance with the Renewable Energy Law, expressed in kWh.</p> |

| 27 | TOR | ANNEX A | <div>ANNEX A</div> <div>SCHEDULE OF ANNUAL DEMAND AND ENERGY REQUIREMENTS</div> <table><tr><th>CONTRACT PERIOD</th><th>MINIMUM DEMAND (MW)</th><th>MAXIMUM DEMAND (MW)</th><th>TOTAL ENERGY (MWH)</th><th>*PERCENTAGE OF TOTAL RENEWABLE ENERGY from RPS-Eligible Plant</th></tr><tr><td>September 26, 2025 - September 25, 2026</td><td>44.48</td><td>63.64</td><td>324,804</td><td>16.42%</td></tr><tr><td>September 26, 2026 - September 25, 2027</td><td>46.14</td><td>66.61</td><td>337,122</td><td>18.94%</td></tr><tr><td>September 26, 2027 - September 25, 2028</td><td>47.86</td><td>69.72</td><td>351,340</td><td>21.46%</td></tr><tr><td>September 26, 2028 - September 25, 2029</td><td>49.64</td><td>72.97</td><td>365,340</td><td>23.98%</td></tr><tr><td>September 26, 2029 - September 25, 2030</td><td>51.49</td><td>76.37</td><td>372,067</td><td>26.50%</td></tr><tr><td>September 26, 2030 - September 25, 2031</td><td>53.41</td><td>79.93</td><td>386,086</td><td>29.02%</td></tr><tr><td>September 26, 2031 - September 25, 2032</td><td>55.40</td><td>83.65</td><td>400,305</td><td>31.54%</td></tr><tr><td>September 26, 2032 - September 25, 2033</td><td>57.46</td><td>87.55</td><td>413,607</td><td>34.06%</td></tr><tr><td>September 26, 2033 - September 25, 2034</td><td>59.61</td><td>91.59</td><td>439,692</td><td>36.58%</td></tr><tr><td>September 26, 2034 - September 25, 2035</td><td>61.83</td><td>95.86</td><td>457,076</td><td>39.10%</td></tr></table> <div>*Note: Subject to increase depending on Annual RPS Requirement of DOE</div> | CONTRACT PERIOD | MINIMUM DEMAND (MW) | MAXIMUM DEMAND (MW) | TOTAL ENERGY (MWH) | *PERCENTAGE OF TOTAL RENEWABLE ENERGY from RPS-Eligible Plant | September 26, 2025 - September 25, 2026 | 44.48 | 63.64 | 324,804 | 16.42% | September 26, 2026 - September 25, 2027 | 46.14 | 66.61 | 337,122 | 18.94% | September 26, 2027 - September 25, 2028 | 47.86 | 69.72 | 351,340 | 21.46% | September 26, 2028 - September 25, 2029 | 49.64 | 72.97 | 365,340 | 23.98% | September 26, 2029 - September 25, 2030 | 51.49 | 76.37 | 372,067 | 26.50% | September 26, 2030 - September 25, 2031 | 53.41 | 79.93 | 386,086 | 29.02% | September 26, 2031 - September 25, 2032 | 55.40 | 83.65 | 400,305 | 31.54% | September 26, 2032 - September 25, 2033 | 57.46 | 87.55 | 413,607 | 34.06% | September 26, 2033 - September 25, 2034 | 59.61 | 91.59 | 439,692 | 36.58% | September 26, 2034 - September 25, 2035 | 61.83 | 95.86 | 457,076 | 39.10% | <div>Please confirm whether the Annual Capacity and Energy Estimates are guaranteed volumes under the proposed Financial PSA structure.</div> <div>Could we request the previous 12-months load profile?</div> | <div>The figures indicated in Annex A are indicative ESTIMATES based on LUECO’s forecasted demand and historical consumption trends. These do not represent guaranteed volumes. The actual dispatched capacity and energy will be subject to LUECO’s actual demand and scheduling under the PSA.</div> <div>We will provide.</div> <div><table><tr><th colspan="24">LUECO'S 2024 HOURLY LOAD PROFILE (DEMAND)</th></tr><tr><th>TIME</th><th>Jan-24</th><th>Feb-24</th><th>Mar-24</th><th>Apr-24</th><th>May-24</th><th>Jun-24</th><th>Jul-24</th><th>Aug-24</th><th>Sep-24</th><th>Oct-24</th><th>Nov-24</th><th>Dec-24</th><th>Jan-25</th><th>Feb-25</th><th>Mar-25</th><th>Apr-25</th><th colspan="7"></th></tr><tr><td>1</td><td>29591</td><td>26370</td><td>31272</td><td>36720</td><td>41193</td><td>37962</td><td>35874</td><td>35529</td><td>32841</td><td>33358</td><td>29436</td><td>30567</td><td>30262</td><td>29200</td><td>31543</td><td>38091</td><td colspan="7"></td></tr><tr><td>2</td><td>28385</td><td>24756</td><td>30815</td><td>34857</td><td>39219</td><td>36077</td><td>33809</td><td>33936</td><td>31258</td><td>31749</td><td>27967</td><td>29151</td><td>28525</td><td>27795</td><td>29702</td><td>36232</td><td colspan="7"></td></tr><tr><td>3</td><td>27770</td><td>23740</td><td>28278</td><td>33297</td><td>37441</td><td>34688</td><td>32321</td><td>32252</td><td>30254</td><td>30275</td><td>26695</td><td>27972</td><td>27210</td><td>26945</td><td>28473</td><td>34408</td><td colspan="7"></td></tr><tr><td>4</td><td>26288</td><td>22553</td><td>26704</td><td>31688</td><td>35807</td><td>33375</td><td>30941</td><td>30730</td><td>28855</td><td>29128</td><td>25436</td><td>26721</td><td>26039</td><td>25603</td><td>27334</td><td>33037</td><td colspan="7"></td></tr><tr><td>5</td><td>25278</td><td>21709</td><td>25568</td><td>30587</td><td>34274</td><td>31963</td><td>30190</td><td>29581</td><td>28044</td><td>27945</td><td>24985</td><td>26079</td><td>25455</td><td>24817</td><td>26478</td><td>31786</td><td colspan="7"></td></tr><tr><td>6</td><td>24653</td><td>22977</td><td>26023</td><td>30446</td><td>33049</td><td>31381</td><td>30679</td><td>29152</td><td>27852</td><td>27669</td><td>26142</td><td>26931</td><td>25500</td><td>25642</td><td>27091</td><td>31288</td><td colspan="7"></td></tr><tr><td>7</td><td>24819</td><td>23342</td><td>25068</td><td>29491</td><td>31601</td><td>30760</td><td>29141</td><td>28302</td><td>27147</td><td>27358</td><td>26180</td><td>26986</td><td>27917</td><td>25780</td><td>27216</td><td>31210</td><td colspan="7"></td></tr><tr><td>8</td><td>28398</td><td>25871</td><td>29481</td><td>36818</td><td>38818</td><td>37539</td><td>34959</td><td>33345</td><td>32489</td><td>32852</td><td>30140</td><td>31275</td><td>33025</td><td>28959</td><td>31223</td><td>37889</td><td colspan="7"></td></tr><tr><td>9</td><td>34755</td><td>31203</td><td>34819</td><td>42092</td><td>45215</td><td>43442</td><td>41684</td><td>40058</td><td>38066</td><td>39146</td><td>37126</td><td>37421</td><td>34707</td><td>34321</td><td>37441</td><td>43995</td><td colspan="7"></td></tr><tr><td>10</td><td>37182</td><td>34223</td><td>38103</td><td>44899</td><td>47332</td><td>45731</td><td>43853</td><td>43537</td><td>41078</td><td>41652</td><td>39265</td><td>40033</td><td>36597</td><td>36742</td><td>40056</td><td>45832</td><td colspan="7"></td></tr><tr><td>11</td><td>38848</td><td>35929</td><td>39803</td><td>46923</td><td>49288</td><td>47376</td><td>45828</td><td>44895</td><td>43222</td><td>43307</td><td>40480</td><td>41346</td><td>37925</td><td>38145</td><td>41403</td><td>47385</td><td colspan="7"></td></tr><tr><td>12</td><td>39090</td><td>36446</td><td>40139</td><td>47925</td><td>50166</td><td>48210</td><td>46511</td><td>45290</td><td>43644</td><td>44191</td><td>41330</td><td>41632</td><td>38504</td><td>38586</td><td>42295</td><td>47648</td><td colspan="7"></td></tr><tr><td>13</td><td>39194</td><td>36668</td><td>40379</td><td>50114</td><td>51353</td><td>49377</td><td>47327</td><td>45726</td><td>44475</td><td>45051</td><td>41455</td><td>42006</td><td>38884</td><td>39058</td><td>42594</td><td>49254</td><td colspan="7"></td></tr><tr><td>14</td><td>40393</td><td>38313</td><td>42665</td><td>52270</td><td>53516</td><td>51737</td><td>50017</td><td>47438</td><td>46427</td><td>46485</td><td>42581</td><td>43219</td><td>40476</td><td>40812</td><td>44612</td><td>51063</td><td colspan="7"></td></tr><tr><td>15</td><td>40725</td><td>38803</td><td>42800</td><td>52393</td><td>54476</td><td>52037</td><td>50137</td><td>47521</td><td>46454</td><td>46551</td><td>42806</td><td>43087</td><td>40779</td><td>40909</td><td>45202</td><td>51190</td><td colspan="7"></td></tr><tr><td>16</td><td>40340</td><td>37862</td><td>42394</td><td>51384</td><td>54254</td><td>51751</td><td>49793</td><td>46487</td><td>45653</td><td>45644</td><td>41566</td><td>42360</td><td>40327</td><td>40454</td><td>44586</td><td>50403</td><td colspan="7"></td></tr><tr><td>17</td><td>38905</td><td>36442</td><td>41225</td><td>49697</td><td>52623</td><td>49626</td><td>48551</td><td>45229</td><td>44535</td><td>43628</td><td>40193</td><td>40944</td><td>39885</td><td>39589</td><td>42819</td><td>48945</td><td colspan="7"></td></tr><tr><td>18</td><td>36522</td><td>33329</td><td>37373</td><td>44102</td><td>45700</td><td>44898</td><td>44371</td><td>41217</td><td>40510</td><td>39740</td><td>37450</td><td>38727</td><td>38245</td><td>35677</td><td>38533</td><td>43556</td><td colspan="7"></td></tr><tr><td>19</td><td>36774</td><td>33541</td><td>35971</td><td>42620</td><td>44597</td><td>42050</td><td>41327</td><td>41755</td><td>39659</td><td>39662</td><td>37677</td><td>38729</td><td>38343</td><td>36120</td><td>38560</td><td>42576</td><td colspan="7"></td></tr><tr><td>20</td><td>35967</td><td>33220</td><td>35901</td><td>43338</td><td>45052</td><td>42744</td><td>42052</td><td>41702</td><td>39517</td><td>39121</td><td>36177</td><td>37683</td><td>37120</td><td>35789</td><td>37775</td><td>42978</td><td colspan="7"></td></tr><tr><td>21</td><td>35779</td><td>32227</td><td>35906</td><td>43690</td><td>45926</td><td>42879</td><td>42355</td><td>41769</td><td>39539</td><td>39189</td><td>35817</td><td>36766</td><td>36567</td><td>35085</td><td>37387</td><td>43725</td><td colspan="7"></td></tr><tr><td>22</td><td>35369</td><td>31473</td><td>35650</td><td>42933</td><td>45398</td><td>42617</td><td>41892</td><td>41261</td><td>38334</td><td>38721</td><td>34799</td><td>36416</td><td>36213</td><td>34062</td><td>37016</td><td>43555</td><td colspan="7"></td></tr><tr><td>23</td><td>33423</td><td>30028</td><td>34278</td><td>41637</td><td>44578</td><td>41726</td><td>40312</td><td>39800</td><td>36729</td><td>37309</td><td>33019</td><td>34180</td><td>34452</td><td>32621</td><td>35595</td><td>42335</td><td colspan="7"></td></tr><tr><td>24</td><td>31377</td><td>28271</td><td>32174</td><td>39140</td><td>43162</td><td>39436</td><td>38195</td><td>37745</td><td>34440</td><td>35295</td><td>31267</td><td>32404</td><td>32367</td><td>30950</td><td>33598</td><td>40509</td><td colspan="7"></td></tr><tr><td>base</td><td>24653</td><td>21709</td><td>25068</td><td>29491</td><td>31601</td><td>30760</td><td>29141</td><td>28302</td><td>27147</td><td>27358</td><td>24985</td><td>26079</td><td>25455</td><td>24817</td><td>26478</td><td>31210</td><td colspan="7"></td></tr><tr><td>peak</td><td>40725</td><td>38803</td><td>42800</td><td>52393</td><td>54476</td><td>52037</td><td>50137</td><td>47521</td><td>46454</td><td>46551</td><td>42806</td><td>43219</td><td>40779</td><td>40909</td><td>45202</td><td>51190</td><td colspan="7"></td></tr></table></div> | LUECO'S 2024 HOURLY LOAD PROFILE (DEMAND) | | | | | | | | | | | | | | | | | | | | | | | | TIME | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 | Jul-24 | Aug-24 | Sep-24 | Oct-24 | Nov-24 | Dec-24 | Jan-25 | Feb-25 | Mar-25 | Apr-25 | | | | | | | | 1 | 29591 | 26370 | 31272 | 36720 | 41193 | 37962 | 35874 | 35529 | 32841 | 33358 | 29436 | 30567 | 30262 | 29200 | 31543 | 38091 | | | | | | | | 2 | 28385 | 24756 | 30815 | 34857 | 39219 | 36077 | 33809 | 33936 | 31258 | 31749 | 27967 | 29151 | 28525 | 27795 | 29702 | 36232 | | | | | | | | 3 | 27770 | 23740 | 28278 | 33297 | 37441 | 34688 | 32321 | 32252 | 30254 | 30275 | 26695 | 27972 | 27210 | 26945 | 28473 | 34408 | | | | | | | | 4 | 26288 | 22553 | 26704 | 31688 | 35807 | 33375 | 30941 | 30730 | 28855 | 29128 | 25436 | 26721 | 26039 | 25603 | 27334 | 33037 | | | | | | | | 5 | 25278 | 21709 | 25568 | 30587 | 34274 | 31963 | 30190 | 29581 | 28044 | 27945 | 24985 | 26079 | 25455 | 24817 | 26478 | 31786 | | | | | | | | 6 | 24653 | 22977 | 26023 | 30446 | 33049 | 31381 | 30679 | 29152 | 27852 | 27669 | 26142 | 26931 | 25500 | 25642 | 27091 | 31288 | | | | | | | | 7 | 24819 | 23342 | 25068 | 29491 | 31601 | 30760 | 29141 | 28302 | 27147 | 27358 | 26180 | 26986 | 27917 | 25780 | 27216 | 31210 | | | | | | | | 8 | 28398 | 25871 | 29481 | 36818 | 38818 | 37539 | 34959 | 33345 | 32489 | 32852 | 30140 | 31275 | 33025 | 28959 | 31223 | 37889 | | | | | | | | 9 | 34755 | 31203 | 34819 | 42092 | 45215 | 43442 | 41684 | 40058 | 38066 | 39146 | 37126 | 37421 | 34707 | 34321 | 37441 | 43995 | | | | | | | | 10 | 37182 | 34223 | 38103 | 44899 | 47332 | 45731 | 43853 | 43537 | 41078 | 41652 | 39265 | 40033 | 36597 | 36742 | 40056 | 45832 | | | | | | | | 11 | 38848 | 35929 | 39803 | 46923 | 49288 | 47376 | 45828 | 44895 | 43222 | 43307 | 40480 | 41346 | 37925 | 38145 | 41403 | 47385 | | | | | | | | 12 | 39090 | 36446 | 40139 | 47925 | 50166 | 48210 | 46511 | 45290 | 43644 | 44191 | 41330 | 41632 | 38504 | 38586 | 42295 | 47648 | | | | | | | | 13 | 39194 | 36668 | 40379 | 50114 | 51353 | 49377 | 47327 | 45726 | 44475 | 45051 | 41455 | 42006 | 38884 | 39058 | 42594 | 49254 | | | | | | | | 14 | 40393 | 38313 | 42665 | 52270 | 53516 | 51737 | 50017 | 47438 | 46427 | 46485 | 42581 | 43219 | 40476 | 40812 | 44612 | 51063 | | | | | | | | 15 | 40725 | 38803 | 42800 | 52393 | 54476 | 52037 | 50137 | 47521 | 46454 | 46551 | 42806 | 43087 | 40779 | 40909 | 45202 | 51190 | | | | | | | | 16 | 40340 | 37862 | 42394 | 51384 | 54254 | 51751 | 49793 | 46487 | 45653 | 45644 | 41566 | 42360 | 40327 | 40454 | 44586 | 50403 | | | | | | | | 17 | 38905 | 36442 | 41225 | 49697 | 52623 | 49626 | 48551 | 45229 | 44535 | 43628 | 40193 | 40944 | 39885 | 39589 | 42819 | 48945 | | | | | | | | 18 | 36522 | 33329 | 37373 | 44102 | 45700 | 44898 | 44371 | 41217 | 40510 | 39740 | 37450 | 38727 | 38245 | 35677 | 38533 | 43556 | | | | | | | | 19 | 36774 | 33541 | 35971 | 42620 | 44597 | 42050 | 41327 | 41755 | 39659 | 39662 | 37677 | 38729 | 38343 | 36120 | 38560 | 42576 | | | | | | | | 20 | 35967 | 33220 | 35901 | 43338 | 45052 | 42744 | 42052 | 41702 | 39517 | 39121 | 36177 | 37683 | 37120 | 35789 | 37775 | 42978 | | | | | | | | 21 | 35779 | 32227 | 35906 | 43690 | 45926 | 42879 | 42355 | 41769 | 39539 | 39189 | 35817 | 36766 | 36567 | 35085 | 37387 | 43725 | | | | | | | | 22 | 35369 | 31473 | 35650 | 42933 | 45398 | 42617 | 41892 | 41261 | 38334 | 38721 | 34799 | 36416 | 36213 | 34062 | 37016 | 43555 | | | | | | | | 23 | 33423 | 30028 | 34278 | 41637 | 44578 | 41726 | 40312 | 39800 | 36729 | 37309 | 33019 | 34180 | 34452 | 32621 | 35595 | 42335 | | | | | | | | 24 | 31377 | 28271 | 32174 | 39140 | 43162 | 39436 | 38195 | 37745 | 34440 | 35295 | 31267 | 32404 | 32367 | 30950 | 33598 | 40509 | | | | | | | | base | 24653 | 21709 | 25068 | 29491 | 31601 | 30760 | 29141 | 28302 | 27147 | 27358 | 24985 | 26079 | 25455 | 24817 | 26478 | 31210 | | | | | | | | peak | 40725 | 38803 | 42800 | 52393 | 54476 | 52037 | 50137 | 47521 | 46454 | 46551 | 42806 | 43219 | 40779 | 40909 | 45202 | 51190 | | | | | | | |
|---|---------------------|------------------------|--|--|--|---------------------|--------------------|---|---|--------|--------|---------|--------|---|--------|--------|---------|--------|---|-------|-------|---------|--------|---|-------|-------|---------|--------|---|-------|-------|---------|--------|---|-------|-------|---------|--------|---|-------|-------|---------|--------|---|-------|-------|---------|--------|---|-------|-------|---------|--------|---|-------|-------|---------|--------|--|---|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--|--|--|--|--|--|--|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|----|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|----|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|----|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|----|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|----|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|----|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|----|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|----|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|----|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|----|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|----|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|----|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|----|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|----|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|----|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|--|--|--|--|--|
| CONTRACT PERIOD | MINIMUM DEMAND (MW) | MAXIMUM DEMAND (MW) | TOTAL ENERGY (MWH) | *PERCENTAGE OF TOTAL RENEWABLE ENERGY from RPS-Eligible Plant | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| September 26, 2025 - September 25, 2026 | 44.48 | 63.64 | 324,804 | 16.42% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| September 26, 2026 - September 25, 2027 | 46.14 | 66.61 | 337,122 | 18.94% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| September 26, 2027 - September 25, 2028 | 47.86 | 69.72 | 351,340 | 21.46% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| September 26, 2028 - September 25, 2029 | 49.64 | 72.97 | 365,340 | 23.98% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| September 26, 2029 - September 25, 2030 | 51.49 | 76.37 | 372,067 | 26.50% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| September 26, 2030 - September 25, 2031 | 53.41 | 79.93 | 386,086 | 29.02% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| September 26, 2031 - September 25, 2032 | 55.40 | 83.65 | 400,305 | 31.54% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| September 26, 2032 - September 25, 2033 | 57.46 | 87.55 | 413,607 | 34.06% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| September 26, 2033 - September 25, 2034 | 59.61 | 91.59 | 439,692 | 36.58% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| September 26, 2034 - September 25, 2035 | 61.83 | 95.86 | 457,076 | 39.10% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LUECO'S 2024 HOURLY LOAD PROFILE (DEMAND) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TIME | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 | Jul-24 | Aug-24 | Sep-24 | Oct-24 | Nov-24 | Dec-24 | Jan-25 | Feb-25 | Mar-25 | Apr-25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 29591 | 26370 | 31272 | 36720 | 41193 | 37962 | 35874 | 35529 | 32841 | 33358 | 29436 | 30567 | 30262 | 29200 | 31543 | 38091 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | 28385 | 24756 | 30815 | 34857 | 39219 | 36077 | 33809 | 33936 | 31258 | 31749 | 27967 | 29151 | 28525 | 27795 | 29702 | 36232 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | 27770 | 23740 | 28278 | 33297 | 37441 | 34688 | 32321 | 32252 | 30254 | 30275 | 26695 | 27972 | 27210 | 26945 | 28473 | 34408 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 26288 | 22553 | 26704 | 31688 | 35807 | 33375 | 30941 | 30730 | 28855 | 29128 | 25436 | 26721 | 26039 | 25603 | 27334 | 33037 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | 25278 | 21709 | 25568 | 30587 | 34274 | 31963 | 30190 | 29581 | 28044 | 27945 | 24985 | 26079 | 25455 | 24817 | 26478 | 31786 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | 24653 | 22977 | 26023 | 30446 | 33049 | 31381 | 30679 | 29152 | 27852 | 27669 | 26142 | 26931 | 25500 | 25642 | 27091 | 31288 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | 24819 | 23342 | 25068 | 29491 | 31601 | 30760 | 29141 | 28302 | 27147 | 27358 | 26180 | 26986 | 27917 | 25780 | 27216 | 31210 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | 28398 | 25871 | 29481 | 36818 | 38818 | 37539 | 34959 | 33345 | 32489 | 32852 | 30140 | 31275 | 33025 | 28959 | 31223 | 37889 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | 34755 | 31203 | 34819 | 42092 | 45215 | 43442 | 41684 | 40058 | 38066 | 39146 | 37126 | 37421 | 34707 | 34321 | 37441 | 43995 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | 37182 | 34223 | 38103 | 44899 | 47332 | 45731 | 43853 | 43537 | 41078 | 41652 | 39265 | 40033 | 36597 | 36742 | 40056 | 45832 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | 38848 | 35929 | 39803 | 46923 | 49288 | 47376 | 45828 | 44895 | 43222 | 43307 | 40480 | 41346 | 37925 | 38145 | 41403 | 47385 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | 39090 | 36446 | 40139 | 47925 | 50166 | 48210 | 46511 | 45290 | 43644 | 44191 | 41330 | 41632 | 38504 | 38586 | 42295 | 47648 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | 39194 | 36668 | 40379 | 50114 | 51353 | 49377 | 47327 | 45726 | 44475 | 45051 | 41455 | 42006 | 38884 | 39058 | 42594 | 49254 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14 | 40393 | 38313 | 42665 | 52270 | 53516 | 51737 | 50017 | 47438 | 46427 | 46485 | 42581 | 43219 | 40476 | 40812 | 44612 | 51063 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | 40725 | 38803 | 42800 | 52393 | 54476 | 52037 | 50137 | 47521 | 46454 | 46551 | 42806 | 43087 | 40779 | 40909 | 45202 | 51190 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16 | 40340 | 37862 | 42394 | 51384 | 54254 | 51751 | 49793 | 46487 | 45653 | 45644 | 41566 | 42360 | 40327 | 40454 | 44586 | 50403 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 17 | 38905 | 36442 | 41225 | 49697 | 52623 | 49626 | 48551 | 45229 | 44535 | 43628 | 40193 | 40944 | 39885 | 39589 | 42819 | 48945 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 18 | 36522 | 33329 | 37373 | 44102 | 45700 | 44898 | 44371 | 41217 | 40510 | 39740 | 37450 | 38727 | 38245 | 35677 | 38533 | 43556 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 19 | 36774 | 33541 | 35971 | 42620 | 44597 | 42050 | 41327 | 41755 | 39659 | 39662 | 37677 | 38729 | 38343 | 36120 | 38560 | 42576 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20 | 35967 | 33220 | 35901 | 43338 | 45052 | 42744 | 42052 | 41702 | 39517 | 39121 | 36177 | 37683 | 37120 | 35789 | 37775 | 42978 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21 | 35779 | 32227 | 35906 | 43690 | 45926 | 42879 | 42355 | 41769 | 39539 | 39189 | 35817 | 36766 | 36567 | 35085 | 37387 | 43725 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 22 | 35369 | 31473 | 35650 | 42933 | 45398 | 42617 | 41892 | 41261 | 38334 | 38721 | 34799 | 36416 | 36213 | 34062 | 37016 | 43555 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 23 | 33423 | 30028 | 34278 | 41637 | 44578 | 41726 | 40312 | 39800 | 36729 | 37309 | 33019 | 34180 | 34452 | 32621 | 35595 | 42335 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 24 | 31377 | 28271 | 32174 | 39140 | 43162 | 39436 | 38195 | 37745 | 34440 | 35295 | 31267 | 32404 | 32367 | 30950 | 33598 | 40509 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| base | 24653 | 21709 | 25068 | 29491 | 31601 | 30760 | 29141 | 28302 | 27147 | 27358 | 24985 | 26079 | 25455 | 24817 | 26478 | 31210 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| peak | 40725 | 38803 | 42800 | 52393 | 54476 | 52037 | 50137 | 47521 | 46454 | 46551 | 42806 | 43219 | 40779 | 40909 | 45202 | 51190 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 28 | TOR | ANNEX A | | <div>Please clarify the column "Total Energy (MWH)" is this the maximum energy that the Seller is required to supply covering both conventional and RPS.</div> <div>Please clarify the difference between the figures in this column versus the contract energy indicated in the LCOE Calculation worksheet.</div> | <div>Yes. It’s the Total Energy, RE plus non-RE.</div> <div>Thank you for your observation. BAC will issue the revised and updated LCOE Sheet soonest.</div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 29 | TOR | LCOE CALCULATION SHEET | <div>Solving for X:</div> <div>$X = \frac{\sum_{i=1}^n \frac{CPE_i}{(1+d)^{i-1}}}{\sum_{i=1}^n \frac{E_i}{(1+d)^{i-1}}} = \frac{NPV \text{ of Amount}}{NPV \text{ of Energy}} = LCOE$</div> | <div>We kindly request LUECO to provide a sample filled-out LCOE Calculation Sheet (Annex B) to ensure all bidders adopt a consistent interpretation of the formula and input structure.</div> | <div>Bidders can simulate their Bid offers using the LCOE Calculation Sheet in Excel Format. BAC will provide the revised and updated Sheet.</div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| 30 | IPB | Section 2 Bidding Schedule | <table><tr><th></th><th>ACTIVITY</th><th>START</th><th>END</th></tr><tr><td>1</td><td>Publication of the Invitation to Bid</td><td></td><td></td></tr><tr><td></td><td>1st Publication</td><td>14 May 2025, Wed</td><td></td></tr><tr><td></td><td>2nd Publication</td><td>21 May 2025, Wed</td><td></td></tr><tr><td>2</td><td>Submission of Expression of Interest</td><td>15 May 2025, Thu</td><td>23 May 2025, Fri</td></tr><tr><td>3</td><td>Issuance of Bid Documents</td><td>16 May 2025, Fri</td><td>26 May 2025, Mon</td></tr><tr><td>4</td><td>Pre-submission of comments</td><td>16 May 2025, Fri</td><td>31 May 2025, Sat</td></tr><tr><td>5</td><td>Pre-bid Conference</td><td>17 Jun 2025, Tue</td><td></td></tr><tr><td>6</td><td>Submission of Comments</td><td>18 Jun 2025, Wed</td><td>23 June 2025, Mon</td></tr><tr><td>7</td><td>Issuance of Bid Bulletins</td><td>30 Jun 2025, Mon</td><td>10 Jul 2025, Thu</td></tr><tr><td>8</td><td>Submission, Opening of Bids and Initial Evaluation of Bids</td><td>17 Jul 2025, Thu</td><td></td></tr><tr><td>9</td><td>BAC Evaluation of Bids</td><td>18 Jul 2025, Fri</td><td>18 Jul 2025, Fri</td></tr><tr><td>10</td><td>Notification of Best Bid</td><td>21 Jul 2025, Mon</td><td></td></tr><tr><td>11</td><td>Post Qualification of Best Bidder</td><td>23 Jul 2025, Wed</td><td>26 Jul 2025, Sat</td></tr><tr><td>12</td><td>Board Meeting - for approval of Notice of Award</td><td>29 Jul 2025, Tue</td><td></td></tr><tr><td>13</td><td>Issuance of Notice of Award</td><td>30 Jul 2025, Wed</td><td></td></tr><tr><td>14</td><td>Signing of PSA</td><td>05 Aug 2025, Tue</td><td></td></tr><tr><td>15</td><td>Joint filing with ERC</td><td>11 Aug 2025, Mon</td><td></td></tr></table> <p>Unless otherwise provided by the BAC, the indicative schedule for the Bidding is as follows:</p> <p>All references to dates shall refer to Philippine time. Should the indicated Date above fall on a non-working day in San Fernando City, La Union, the deadline shall be moved to the next working day after lapse of the indicated period pursuant to a bid bulletin issued by the BAC.</p> <p>The above schedule may be changed by the BAC at any time, without incurring any liability to the Bidders. Bidders shall be notified by BAC of any changes in the indicative schedule through bid bulletins.</p> | | ACTIVITY | START | END | 1 | Publication of the Invitation to Bid | | | | 1st Publication | 14 May 2025, Wed | | | 2nd Publication | 21 May 2025, Wed | | 2 | Submission of Expression of Interest | 15 May 2025, Thu | 23 May 2025, Fri | 3 | Issuance of Bid Documents | 16 May 2025, Fri | 26 May 2025, Mon | 4 | Pre-submission of comments | 16 May 2025, Fri | 31 May 2025, Sat | 5 | Pre-bid Conference | 17 Jun 2025, Tue | | 6 | Submission of Comments | 18 Jun 2025, Wed | 23 June 2025, Mon | 7 | Issuance of Bid Bulletins | 30 Jun 2025, Mon | 10 Jul 2025, Thu | 8 | Submission, Opening of Bids and Initial Evaluation of Bids | 17 Jul 2025, Thu | | 9 | BAC Evaluation of Bids | 18 Jul 2025, Fri | 18 Jul 2025, Fri | 10 | Notification of Best Bid | 21 Jul 2025, Mon | | 11 | Post Qualification of Best Bidder | 23 Jul 2025, Wed | 26 Jul 2025, Sat | 12 | Board Meeting - for approval of Notice of Award | 29 Jul 2025, Tue | | 13 | Issuance of Notice of Award | 30 Jul 2025, Wed | | 14 | Signing of PSA | 05 Aug 2025, Tue | | 15 | Joint filing with ERC | 11 Aug 2025, Mon | | We respectfully request to have a 2nd pre-bid conference intended for rate and evaluation discussion, and workshop on the worksheets that LUECO will provide, if there's any. | After the June 17 Pre-Bid Conference, Qualified Bidders are still given additional period of time from 18 June 2025 up to 23 June 2025 to submit additional queries, if any, for further clarification. Kindly refer to the Bidding Schedule. Hence, no need for a 2 nd pre-bid conference. |
|----|--|----------------------------|---|--|----------|-------|-----|---|--------------------------------------|--|--|--|-----------------|------------------|--|--|-----------------|------------------|--|---|--------------------------------------|------------------|------------------|---|---------------------------|------------------|------------------|---|----------------------------|------------------|------------------|---|--------------------|------------------|--|---|------------------------|------------------|-------------------|---|---------------------------|------------------|------------------|---|--|------------------|--|---|------------------------|------------------|------------------|----|--------------------------|------------------|--|----|-----------------------------------|------------------|------------------|----|---|------------------|--|----|-----------------------------|------------------|--|----|----------------|------------------|--|----|-----------------------|------------------|--|---|--|
| | ACTIVITY | START | END | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Publication of the Invitation to Bid | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 1st Publication | 14 May 2025, Wed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 2nd Publication | 21 May 2025, Wed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Submission of Expression of Interest | 15 May 2025, Thu | 23 May 2025, Fri | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Issuance of Bid Documents | 16 May 2025, Fri | 26 May 2025, Mon | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Pre-submission of comments | 16 May 2025, Fri | 31 May 2025, Sat | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Pre-bid Conference | 17 Jun 2025, Tue | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Submission of Comments | 18 Jun 2025, Wed | 23 June 2025, Mon | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Issuance of Bid Bulletins | 30 Jun 2025, Mon | 10 Jul 2025, Thu | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | Submission, Opening of Bids and Initial Evaluation of Bids | 17 Jul 2025, Thu | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | BAC Evaluation of Bids | 18 Jul 2025, Fri | 18 Jul 2025, Fri | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | Notification of Best Bid | 21 Jul 2025, Mon | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | Post Qualification of Best Bidder | 23 Jul 2025, Wed | 26 Jul 2025, Sat | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | Board Meeting - for approval of Notice of Award | 29 Jul 2025, Tue | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | Issuance of Notice of Award | 30 Jul 2025, Wed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14 | Signing of PSA | 05 Aug 2025, Tue | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | Joint filing with ERC | 11 Aug 2025, Mon | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| 31 | IPB | Section 2 Bidding Schedule | | Is there any chance that the CSP Bidding Schedule would be adjusted to a much later date to ensure that all the bidding processes (Pre-bid, post qualification, PSA negotiations, if any, etc.) have been thoroughly, systematically and reasonably conducted. | <p>BAC will adjust the schedule as follows:</p> <p>Signing of PSA - 05 August 2025 Joint Filing with ERC - 20 August 2025</p> <p>These adjustments shall be posted in our bid bulletin.</p> <p>LUECO cannot afford to extend beyond these dates considering that its EPSA will expire on 25 September 2025.</p> |
| 32 | IPB | Section 3.1.3 | The Power Supply Agreement (PSA) template and its appendices and attachments shall be the principal document governing the relationship between LUECO and the Winning Bidder, except to the extent that the terms of the Power Supply Agreement (PSA) template are modified to reflect the terms and conditions of the Technical Proposal and Bid of the Winning Bidder, the provisions of the Power Supply Agreement (PSA) shall prevail. | May we clarify if the terms and conditions of the draft PSA template is still negotiable? | <p>The very purpose of the submission of your comments prior to Pre-Bid Conference and Opening of Bids is to enhance the Bid Documents including the PSA that would reflect the mutual understanding of the parties.</p> <p>In fact, these changes are to be posted in the Bid Bulletins.</p> |
| 33 | IPB | Section 3.1.4 | <p>3.1.4. In case of ambiguities or discrepancies within this IPB, the following rules of interpretation shall apply:</p> <p>(a) between two or more Sections of this IPB, the provisions of a specific Section relevant to the issue under consideration shall prevail over those in other Sections;</p> <p>(b) between the Sections of this IPB and the Annexes, the Sections shall prevail;</p> <p>(c) between any two Annexes, the Annex relevant to the issue shall prevail;</p> <p>(d) between any value written in numerals and that in words, the latter shall prevail; and</p> <p>(e) between the hard copy submission and soft copy submission, the latter shall prevail.</p> <p>The rule of construction, if any, that a contract should be interpreted against the party responsible for the drafting and preparation thereof, shall not apply.</p> | <p>May we kindly request clarification on how conflicting provisions between annexes and the PSA template will be resolved? Will the PSA always prevail, or are there exceptions?</p> <p>Could LUECO kindly consider allowing mutual discussion or clarification in case of ambiguous provisions, especially where material decisions are affected?</p> | <p>Please see comments above.</p> <p>Additionally, between Annexes in support of the TOR and the PSA template, the former will prevail. Please refer to Article 20, Section 20.1.2 second paragraph of the PSA.</p> <p>There can be no room for any ambiguity where material decisions are concerned because the Pre-Bid Conference and submission of further comments (on June 18 – June 23, 2025) should have been able to thresh out any material ambiguity and any modification shall be issued through a bid bulletin.</p> |

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| 34 | IPB | Section 3.1.8 | For documents which must be certified as a true and correct copy, all the pages must be certified. In the alternative, a certification page may be attached to the document (1) clearly identifying the document to which it is attached (including the name of the document, the issuer and the date of issue) and (2) attesting under oath that such document, including the number of pages of such document, is a true and correct copy of the original, which certification must be under oath and notarized. | Please confirm that any of the Authorized Representatives in the Secretary Certificate can certify the documents. | The Authorized Representatives can certify the documents referred to in Section 3.1.8 |
| 35 | IPB | Section 3.1.8 | For documents which must be certified as a true and correct copy, all the pages must be certified. In the alternative, a certification page may be attached to the document (1) clearly identifying the document to which it is attached (including the name of the document, the issuer and the date of issue) and (2) attesting under oath that such document, including the number of pages of such document, is a true and correct copy of the original, which certification must be under oath and notarized. | May we clarify who shall be allowed to certify the documents? Are authorized representatives of the Bidder be allowed to certify? | Please see comments above under Q34. |
| 36 | IPB | Section 3.1.8 | For documents which must be certified as a true and correct copy, all the pages must be certified. In the alternative, a certification page may be attached to the document (1) clearly identifying the document to which it is attached (including the name of the document, the issuer and the date of issue) and (2) attesting under oath that such document, including the number of pages of such document, is a true and correct copy of the original, which certification must be under oath and notarized. | Please confirm that Authorized Representatives or custodians of the document may certify the documents as a true and correct copy of the original. | Please see comments above under Q34. |
| 37 | IPB | Section 3.2 Summary of Bidding | There will only be one Winning Bidder and such must be able to supply for the entire requirement of LUECO for the duration of the Cooperation Period. To be declared as Winning Bidder, the Bidder's Proposed Price (for the first Billing Year) and its LCOE should be equal to or lower than the pre-determined reserve prices which will only be revealed by the BAC to Qualified Bidders only after the opening of all the Bids. Moreover, the Winning Bidder should have the lowest Final LCOE. The general procedure for the Bidding shall be as follows: | Please clarify the rationale for disclosing the reserve price only after bid opening, and whether bidders will have a chance to adjust or withdraw based on this disclosure? | This has been the subject of our letter-query to DOE and we quote the reply of DOE "On the clarification on the declaration of the Reserved price during the Opening of Bid Submissions, we deem it appropriate that the reserve price be opened after opening of all the bidder's bid prices." |
| 38 | IPB | Section 3.3 Responsibilities of Bidders | 3.3.1 Notwithstanding any information given in the Bidding Documents and any additional communications from the BAC, it is the sole responsibility of each Bidder to: | c) & d): We respectfully seek clarification if there are any liability limitations or recourse available to bidders who encounter force majeure or unforeseen regulatory changes after submission. | Please refer to Article 8, Section 8.1, item (b) and Section 8.3.1 of the PSA. |

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| | | | | <p>a) be fully acquainted with the requirements, terms, and conditions of the Bidding;</p> <p>b) examine all of the Bidding Documents and verify the correctness, accuracy, completeness, and reliability of the information contained in these documents;</p> <p>c) familiarize itself with all the applicable laws and regulations of the Philippines, whether national or local, that may affect the Bidding and the Project; and</p> <p>d) determine and satisfy itself, at its own cost and risk, and by such means as it considers necessary and desirable, as to all matters pertaining to the execution of the Project, including but not limited to the financial viability of the Project and risks and contingencies that may affect the cost, duration, execution, implementation and completion of the Project.</p> | | |
| 39 | IPB | Section Ownership Documents | 3.5 of | All documents submitted by a Bidder to the BAC pursuant to this IPB shall become the property of LUECO and any information obtained by LUECO from such documents may be reasonably used by them subject to the confidentiality clause in Section 3.6 (Confidentiality). | <p>Suggest to include:</p> <p>All documents submitted by a Bidder to the BAC pursuant to this IPB shall become the property of LUECO and any information obtained by LUECO from such documents may be reasonably used by them subject to the confidentiality clause in Section 3.6 (Confidentiality) and the provisions of the Data Privacy Act of 2012."</p> | Well taken. This will be subject for an amendment to be posted on our bid bulletin. |
| 40 | IPB | Section Confidentiality | 3.6 | <p>Information relating to the examination, clarification, evaluation and comparison of Document Submissions, and recommendations concerning the award of the Project shall not be disclosed to any of the Bidders or other persons not involved with the Bidding; provided that the BAC or LUECO shall not have the obligation to keep confidential any information submitted by a Bidder after the signing of the Power Supply Agreement (PSA) or the lapse of one (1) year after the Bid Submission Deadline, whichever comes earlier.</p> <p>No individual from Bidding participants and observers shall be allowed to take photos, videos and/or audio recording of the proceedings in this</p> | <p>May we request clarification if a written summary or official transcript of proceedings will be provided, especially since personal documentation is not permitted?</p> <p>May we kindly clarify if the confidentiality obligations allow bidders to consult their legal, technical, and</p> | <p>Please refer to the second paragraph of Section 3.6 of the Confidentiality Undertaking.</p> <p><i>"xxx Upon a valid and reasonable written request made by a Bidder, the BAC may grant access/viewing of the official recording but only inside a data room to be provided to the requesting Bidder."</i></p> <p>Please refer to Annex 12, Confidentiality Undertaking Item 3, letter (c) of the IPB.</p> |

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| | | | <p>Bidding. Upon a valid and reasonable written request made by a Bidder, the BAC may grant access/viewing of the official recording but only inside a data room to be provided to the requesting Bidder.</p> <p>A breach of the above provision and the Confidentiality Undertaking which will cause irreparable damage for which LUECO cannot be reasonably or adequately compensated in damages, LUECO shall therefore be entitled, in addition to all other remedies available to it including, but not limited to, attorney’s fees and costs, to injunctive and/or other equitable relief to prevent a breach of the above provision and the Confidentiality Undertaking, or any part of it, and to secure its enforcement.</p> | financial advisors, and under what conditions such consultations are permitted? | |
| 41 | IPB | Section 3.6 Confidentiality | Information relating to the examination, clarification, evaluation and comparison of Document Submissions, and recommendations concerning the award of the Project shall not be disclosed to any of the Bidders or other persons not involved with the Bidding; provided that the BAC or LUECO shall not have the obligation to keep confidential any information submitted by a Bidder after the signing of the Power Supply Agreement (PSA) or the lapse of one (1) year after the Bid Submission Deadline, whichever comes earlier. | <p>Suggest to delete:</p> <p>xxx provided that the BAC or LUECO shall not have the obligation to keep confidential any information submitted by a Bidder after the signing of the Power Supply Agreement (PSA) or the lapse of one (1) year after the Bid Submission Deadline, whichever comes earlier.</p> | LUECO cannot bind itself into a perpetual undertaking. The obligation to keep the information confidential is only for one (1) year, counted from receipt of information on both parties. On the part of the Recipient-Bidder, please refer to Section 3, first paragraph of the Confidentiality Undertaking. Hence, on the part of LUECO, same rule of one (1) year or signing of the PSA, whichever comes first, shall apply. |
| 42 | IPB | Section 3.8 Pre-Bid Conference | <p>The BAC shall conduct a Virtual Pre-Bid Conference on 17 Jun 2025, Tue at a Zoom Platform to be disclosed thru a Supplemental Bid Bulletin, to clarify any part of the Bidding Documents and the Bidding process, and to answer any relevant questions from Bidders. No provision, term, or condition in the Bidding Documents shall be modified by statements made at the Pre-Bid Conference unless such statements are confirmed in writing and contained in a bid bulletin issued by the BAC.</p> <p>CSP observers, duly invited by the BAC pursuant to ERC Resolution No.16 Series of 2023, are allowed to attend the Pre-Bid Conference and the Bidding process; however, only the Interested Bidders’ authorized representative/s indicated in the Expressions of Interest are allowed to attend and participate in the Pre-Bid Conference and the Bidding. The video should always be turned on during Pre-Bid Conference.</p> | <p>Kindly confirm that the transcript or formal minutes of the Pre-Bid Conference will be provided to bidders.</p> <p>Would it be possible to allow participation of technical or legal team members (besides the named authorized representative) during the pre-bid conference for better technical understanding?</p> | <p>Please refer to the second paragraph of Section 3.6 of the Confidentiality Undertaking.</p> <p><i>“xxx Upon a valid and reasonable written request made by a Bidder, the BAC may grant access/viewing of the official recording but only inside a data room to be provided to the requesting Bidder.”</i></p> <p>We are allowing only two (2) Authorized Representatives during the Pre-Bid Conference and Submission and Opening of Bids, to promote order, efficiency and fairness. For the participation of your technical and legal members, they can join in the live streaming using the link below. <http://www.luecoinc.com/>.</p> |
| 43 | IPB | Section 3.9 Queries and Comments | Likewise, only Interested Bidders are allowed to submit queries, requests for clarifications or revisions to the Bidding Documents. | Please specify the exact date of the deadline of submission of comments. | Please refer to Section 2 of the IPB, Bidding Schedule. |

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| | | | <p>After the Pre-Bid Conference, the Bidders shall have an additional period within which to submit queries, requests for clarifications or revisions to the Bidding Documents. Thereafter, the BAC shall respond or issue the necessary notices and bid bulletins to said queries or comments at least seven (7) working days prior to the Bid Submission Deadline.</p> <p>Bidders may submit queries, requests for clarifications or revisions to the Bidding Documents in writing, addressed to:</p> <p>BAC Secretariat Email Address: lueco_csp@luecoinc.com</p> <p>Such communication shall be signed, electronic or otherwise, by its authorized representative, and transmitted through the official email address, in each case indicated in the Expression of Interest submitted to the BAC.</p> <p>No provision, term, or condition in the Bidding Documents shall be modified unless in writing and contained in a bid bulletin issued by the BAC.</p> | | |
| 44 | IPB | Section 3.10 | <p>3.10.2 CONFLICT OF INTEREST</p> <p>a) All Bidders found to have conflicting interests shall be disqualified to participate in this Bidding, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described below:</p> <p>i. A Bidder receives or has received any direct or indirect subsidy from any other Bidder;</p> <p>ii. A Bidder has the same duly authorized legal representative as that of another Bidder for purposes of this Bid;</p> <p>iii. A Bidder's Power Plant or listed portfolio of plants is also a Power Plant or listed portfolio of plants of another Bidder in this</p> | <p>Can LUECO kindly confirm that it will strictly enforce Section 3.10.2 on Conflict of Interest and disqualify any bidders found to have conflicting interests as defined under items (i) to (iv), including cases where bidders share the same legal representative or offer the same power plant capacity, in line with the stated disqualification rules?</p> | <p>This is confirmed because any conflict of interest undermines the entire Bidding process.</p> |

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| | | | <p>Bidding, in which case, both will be considered in Conflict of Interest, unless the Bidder can show proof that the offered capacity is solely dedicated to the requirements of LUECO as set forth in the PSA; or</p> <p>iv. A Bidder submits more than one Bid in this Bidding unless it is a result of manifest error duly notified to the BUYER ahead of actual opening of Bids.</p> <p>b) If at any time prior to the signing of the Power Supply Agreement (PSA), any Bidder, or any of its Affiliates, is found to have a Conflict of Interest as defined in this Section 3.10.2 (Conflict of Interest), it shall be disqualified from further participating in the Bidding. If the Conflict of Interest involves another Bidder, then both Bidders shall be disqualified.</p> | | |
| 45 | IPB | Section 3.10.4 Grounds for Disqualification | <p>3.10.4 GROUNDS FOR DISQUALIFICATION</p> <p>A Bidder may be disqualified from participating in the Bidding for any of the following reasons:</p> <p>a) the Bidder’s Proposed Price (for the first Billing Year) and/or its LCOE exceeds LUECO’s respective Reserve Prices;</p> <p>b) the Bidder has a Conflict of Interest;</p> <p>c) illegal conduct or attempt to influence the evaluation by the BAC of any of the Document Submissions;</p> <p>d) failure to comply with any of the terms, conditions and instructions of this IPB;</p> <p>e) submission of more than one Bid for each Bidder unless it is a result of manifest error duly notified to the BUYER ahead of actual opening of Bids; or</p> <p>f) submission of eligibility requirements containing false information or falsified documents;</p> | <p>Section 3.10.4c: Could LUECO kindly define or provide illustrative examples for what constitutes “illegal conduct” to help bidders avoid inadvertent violations?</p> | <p>Illegal conduct refers to any action that violates any law, or is not authorized by law or contrary to public policy.</p> <p>Example: Any fraudulent transaction; corrupt practices, bribery and the like.</p> |

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| | | | <p>g) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening, or any other stage of the competitive bidding;</p> <p>h) allowing the use of one’s name, or using the name of another for purposes of competitive bidding;</p> <p>i) withdrawal of a bid, or refusal to accept an award, or enter into a contract with the DU without justifiable cause, after receiving the award;</p> <p>j) refusal or failure to post the required Bid Security within the prescribed period;</p> <p>k) any documented attempt by a Bidder to unduly influence the outcome of the bidding in its favor;</p> <p>l) any documented act that tends to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late bids, or patently insufficient bids, for at least three (3) times within the year, except for valid reasons;</p> <p>m) any of the enumerated acts under “Unsatisfactory Performance” as defined above; and</p> <p>n) other grounds for rejection or disqualification of Bidders under applicable laws.</p> | | |
| 46 | IPB | Section 4.1 Qualification Documents | <p>4.1 QUALIFICATION DOCUMENTS</p> <p>A Bidder must submit on or before the Bid Submission Deadline sealed envelopes consisting of the following Qualification Documents, using the relevant forms indicated in this SECTION 4 (Qualification Documents) (Envelope 1A):</p> <p>4.1.1 Application to Qualify and Participate in the Bidding, using the form in ANNEX 1, with attached Authority to Participate in the Bidding</p> | <p>For Annex 2-item 4:</p> <p>We would like to appeal to allow us to indicate more than 2 Authorized Representatives. Please note that in our standard Secretary’s Certificate, we appoint more than 2 representatives authorized to represent the company for bidding purposes.</p> | <p>To maintain order during the Pre-Bid Conference, only the submitted queries by all the Bidders will be answered. Therefore, we will not entertain additional questions on the spot. You may submit your additional questions and/or further queries, if any, via email and we will respond accordingly through a bid bulletin. We are not allowing additional representatives.</p> |

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| | | <p>and Designation of Authorized Representative using the form in ANNEX 2;</p> <p>4.1.2 Company Information, using the form in ANNEX 3, with the following attachments;</p> <p>a) copy of its SEC Certificate of Incorporation, which shall be certified as a true copy by (i) the SEC; or (ii) the corporate secretary, in which case, it must be under oath and notarized;</p> <p>b) copy of its articles of incorporation and by-laws or articles of partnership, which shall be certified as a true copy by (i) the SEC; or (ii) the corporate secretary, in which case, it must be under oath and notarized;</p> <p>c) copy of its latest General Information Sheet in case of a Corporation, stamped “received” by the SEC, which shall be certified as a true copy by (i) the SEC; or (ii) the corporate secretary, in which case, it must be under oath and notarized;</p> <p>d) a diagram of the corporate structure of the Bidder with an indication of which entity has Controlling interest over, or is the Affiliate or Ultimate Parent of, the Bidder engaged in Power Generation and a copy of the shareholders’ agreement, pooling agreement, voting trust agreement or equivalent document if the Bidder is a partnership or consortium, which shall be certified as a true copy by the corporate secretary (or its equivalent), which certification must be under oath and notarized;</p> <p>e) if applicable, copy of its registration with the BOI, which shall be certified as a true copy by (i) the BOI; or (ii) the corporate secretary, in which case, it must be under oath and notarized;</p> <p>f) a copy of the Certificate of Registration from the Bureau of Internal Revenue; and</p> | <p>For the certification, instead of the Corporate/Partnership Secretary, we would like to appeal to allow the Authorized Representatives appointed in Annex 2 to certify the documents.</p> <p>For item 4.1.2.c: Please confirm that we are allowed to submit a General Information Sheet issued by the Partnership Secretary in lieu of the GIS. Please note that GNPK is a partnership and therefore does not have a GIS.</p> <p>For item 4.1.2.c: Would it be possible to provide summarized versions or redacted shareholder agreements if full disclosure is not permitted under internal policies, with a commitment to present full documents in post-qual?</p> | <p>Only a Corporate/Partnership Secretary can attest to the fact that Board Meeting was conducted for the stated purposes therein.</p> <p>Confirmed.</p> <p>No. For item 4.1.2 c, GIS is a public document and is allowed to be shared especially if requested for bidding purposes, of which only the BAC shall have access.</p> |
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| | | <p>g) if the Bidder is under a partnership or consortium, the Bidders should submit an agreement showing that their liability in this Bidding and the resulting Power Supply Agreement (PSA) shall be solidary for the parties thereto. It should be certified as a true copy by the duly authorized officer of said joint venture/partners, in which case, it must be under oath and notarized.</p> <p>4.1.3 Notarized Certification of Absence of Unsatisfactory Performance Record, Outstanding Dispute, and pending/outstanding due/demandable financial obligation/s, using the form in ANNEX 5; and</p> <p>4.1.4 Notarized Statement of Financial Capability, using the form in ANNEX 6, together with the following attachments:</p> <p>a) copy of the audited (parent and consolidated, if applicable) financial statements of the Bidder or any of its direct shareholders representing Controlling interest, Affiliates or Ultimate Parent for the last three (3) years (the latest of which must not be earlier than for the year ending December 31, 2024) duly stamped “received” by the Bureau of Internal Revenue (“BIR”) or SEC, or the equivalent thereof in a foreign country, which shall be certified as a true copy by (i) the BIR or SEC, or the equivalent thereof in a foreign country; or (ii) the chief financial officer or treasurer, in which case, it must be under oath and notarized; and</p> <p>b) copy of the most recent quarterly financial statements, which shall be certified as a true copy by the chief financial officer or treasurer, and must be under oath and notarized.</p> | <p>For item 4.1.2.g: Please confirm specific document required from bidder which is a partnership.</p> <p>For item 4.1.3- Annex 5: On item 1 of Annex 5, can we delete items a and b if the bidder does not have any “Unsatisfactory Performance?”</p> <p>For 4.1.4.a: 1. Please confirm that the required AFS to be submitted is for 2022, 2023, and 2024.</p> <p>2. For the AFS, we would like to request to allow bidders to submit the email acknowledgement from the BIR considering past submissions have been done online.</p> <p>3. We respectfully request allowing the AFS to be certified by any of the Authorized Representatives appointed in Annex 2.</p> <p>For 4.1.4.b: 1. Can we submit the Unaudited financial statement as of March 31, 2025?</p> | <p>Solidary Agreement whereby each of the Partners shall be liable in this bidding and for the entire performance as a result of the PSA.</p> <p>Please refer to the introductory paragraph of No.1 where states that “1. <i>(Insert name of Bidder) and its Affiliates engaged in power generation and/or supply</i> do not have any record of Unsatisfactory Performance on any of their projects and contracts.”</p> <p>It is on this premise that (a) and (b) should not be deleted.</p> <p>Confirmed.</p> <p>The email acknowledgement from the BIR has to be attached to the required AFS but should be accompanied by a certification from any of the Authorized Representatives that the same is a certified true copy of the AFS duly submitted to the BIR.</p> <p>Only a Corporate/Partnership Secretary can attest to the fact that Board Meeting was conducted for the stated purposes therein.</p> <p>The FS as of March 31, 2025 need not be audited FS but the Chief Financial Officer must certify that the figures therein reflect the fair presentation of the financial position and</p> |
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| | | | | | results of the operation of the Company as of March 31, 2025. |
| 47 | IPB | Section 4.1 Qualification Documents | | Please confirm that Section 3.1.8 of the IPB will apply on Section 4 Documents Submissions, such that the "certified true copy" by the authorized representative on each and every page will be sufficiently compliant with Section 4. | Yes, confirming it as one of the alternatives. |
| 48 | IPB | Section 4.1.2 (b) | b) copy of its articles of incorporation and by-laws or articles of partnership, which shall be certified as a true copy by (i) the SEC; or (ii) the corporate secretary, in which case, it must be under oath and notarized; | Please confirm that the latest Article of Incorporation and By-Laws will suffice for this requirement. | Yes, confirmed. |
| 49 | IPB | Section 4.1.2 (b) and Section 4.1.2 (c) | b) copy of articles of incorporation/partnership and by-laws, which shall be certified as a true copy by (i) the SEC; or (ii) the corporate secretary or its equivalent in case of partnership, in which case, it must be under oath and notarized; c) copy of latest General Information Sheet stamped "received" by the SEC, which shall be certified as a true copy by (i) the SEC; or (ii) the corporate secretary or its equivalent in case of partnership, it must be under oath and notarized; | Kindly confirm that the Bidders can redact the personal information in the AOI and GIS due to data privacy. | The AOI and GIS are considered public documents and therefore can be accessed by the public in its full form and substance. They are both filed with a Government Agency and therefore become part of the public record. |
| 50 | IPB | Section 4.1.4 (a) (b) | a) copy of the audited (parent and consolidated, if applicable) financial statements of the Bidder or any of its direct shareholders representing Controlling interest, Affiliates or Ultimate Parent for the last three (3) years (the latest of which must not be earlier than for the year ending December 31, 2024) duly stamped "received" by the Bureau of Internal Revenue ("BIR") or SEC, or the equivalent thereof in a foreign country, which shall be certified as a true copy by (i) the BIR or SEC, or the equivalent thereof in a foreign country; or (ii) the chief financial officer or treasurer, in which case, it must be under oath and notarized; and b) copy of the most recent quarterly financial statements, which shall be certified as a true copy by the chief financial officer or treasurer, and must be under oath and notarized. | 1. The AFS were now submitted online through the BIR website instead of the usual physical submission. Can we submit the email confirmation from BIR proving submission of the AFS instead of a "stamped received" document? 2. May we request to limit the submission of the AFS only to one (1) year. The AFS for year 2024 with comparative figures to 2023. 3. Please confirm that Authorized Representatives or custodians of the document may certify the documents as a true and correct copy of the original. 4. Please confirm that the most recent quarterly financial statement should be up to March 2025. | The email acknowledgement from the BIR has to be attached to the required AFS but should be accompanied by a certification from any of the Authorized Representatives that the same is a certified true copy of the AFS duly submitted to the BIR. Year 2024 with comparative figures to 2023 and 2023 AFS with comparative figures of 2022 will suffice. Yes. Yes. |

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| 51 | IPB | Section 4.1.4 (b) | Copy of the most recent quarterly financial statements, which shall be certified as a true copy by the chief financial officer or treasurer, and must be under oath and notarized. | Given that the Bid Submission deadline is on July 17, 2025, which falls on the 3rd quarter of the year, and in anticipation that the Q2 FS is not yet available, please confirm that Q1 2025 Unaudited FS is acceptable under this requirement. | Yes. |
| 52 | IPB | Section 4.2 Technical Proposal | The Bidder must enumerate and identify its proposed power plant/s, which must be capable of supplying the Offered Capacity to LUECO for the Cooperation Period beginning on the Commencement Date (“Portfolio of Plants”). | May we confirm if we can modify the plants already declared in the Bidder’s Portfolio as submitted in the Expression of Interest? | Yes, please do so provided it is done prior to the opening of bids within the required capacity and with the required COC/PAO and Technical Reports submitted to ERC. |
| 53 | IPB | Section 4.2 Technical Proposal | <p>4.2 TECHNICAL PROPOSAL</p> <p>The Bidder must enumerate and identify its proposed power plant/s, which must be capable of supplying the Offered Capacity to LUECO for the Cooperation Period beginning on the Commencement Date (“Portfolio of Plants”).</p> <p>No later than the Bid Submission Deadline, a Bidder must submit its notarized Technical Proposal of its Portfolio of Plants, using the form in ANNEX 7, in a separate sealed envelope (Envelope 1B) with the following attachments:</p> <p>a) Evidence of compliance to the requirements stated in the Invitation to Bid’s Terms of Reference Table (“TOR Table”);</p> <p>b) The Portfolio of Plants must be covered by a Certificate of Compliance (COC) from the ERC and must be registered as a direct member of the WESM;</p> | <p>In the event that a bidder does not currently have its own renewable energy portfolio rather have an on-going negotiation with a third-party RE supplier—and is willing to assume the risk and commit to providing the required Renewable Energy Certificates (RECs) even if the negotiation fails or the RE supply cannot commence in the first year — what would be the acceptable eligibility requirements for the RE portion under such circumstances?</p> <p>Can bidder declare only one physical plant (conventional) and provide RECs instead of an RE plant?</p> <p>1. For item 4.2.a, is there a template for the evidence of compliance to the requirements in the TOR table? Kindly provide an example document for this.</p> <p>2. For item 4.2.b, please confirm that we are allowed to submit a Provisional Authority to Operate (PAO) in lieu of the COC.</p> | <p>The RPS Rules mandate that a certain percentage of electricity increasing annually must come from an RPS eligible renewable energy sources.</p> <p>Section 5.3 of ERC Resolution No. 12, Series of 2024 on Priority Compliance Mechanism requires DU’s to prioritize the Compliance Mechanisms specified under Section 5.1 Compliance Mechanisms with Corresponding Energy, to comply with the least-cost sourcing of power supply to meet the minimum RPS requirement.</p> <p>This being the case, LUECO needs to meet the minimum RPS requirement thru the above-mentioned mechanisms and not thru the RECs.</p> <p>Please see comments above on this matter.</p> <p>Thank you for your observation. The evidences of compliance refer to nos. 2-10 of the original ANNEX 7. They should have been enumerated as items (a) to (k). This will be a subject of an amendment that will be posted in our bid bulletin.</p> <p>Confirmed.</p> |

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| | | <p>c) Details of the interconnection, operation, and maintenance of the Portfolio of Plants, including but not limited to general information on the Portfolio of Plants and key components thereof, plant site/s, and interconnection site/s, for at least three (3) years;</p> <p>d) If the Portfolio of Plants has been in Commercial Operation for less than 3 years then Bidder may submit less than 3 years of data together with proof that such Power Plant has only been operating for less than 3 years. Proof can be Certificate of Commercial Operations</p> <p>e) List of projects undertaken within the last ten (10) years;</p> <p>f) List of electricity generation plants that the Bidder has operated for the last five (5) years;</p> <p>g) Proof of/Documentation on track record for the last five (5) years of Portfolio operated by it;</p> <p>h) For newly operated renewable energy plant, in lieu of the requirements of letters e, f, and g, the Bidder may submit the following:</p> <p>1) Key Personnel Experience – curriculum vitae of key personnel of the prospective Bidder showing they have sufficient experience in the electric power industry, particularly in the generation sector; and</p> <p>2) Other relevant information showing proof of the technical capabilities of the Bidder that would be helpful to the BAC.</p> <p>i) Certificate of Registration issued by the Board of Investments (BOI), if applicable;</p> <p>j) A notarized certification, using the form in ANNEX 4-A and ANNEX 4-B, that the Offered Capacity from the Power Plant and/or each of the plants in its portfolio, at the time of Commencement Date and for</p> | <p>3. For item 4.2.c, can we provide a simple write-up to comply with the requirements?</p> <p>4. For item 4.2.e-f, since bidder only operates one (1) power plant, can we provide a letter explaining the non-applicability of this requirement?</p> <p>5. For item 4.2.g, can we submit the 2020-2024 Generation Company Management Report (GCMR) to comply with this requirement?</p> | <p>For the time being, a simple write-up is accepted.</p> <p>For item 4.2 (e), even if you only operate one power plant, you must have projects undertaken within the last ten years. So, the requirement stays.</p> <p>For item 4.2 (f), your letter explaining the non-applicability of the requirement will suffice.</p> <p>Yes.</p> |
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| | | | <p>the entire Cooperation Period is not covered by any offtake agreement (e.g., a Power Supply Agreement (PSA) or ancillary services procurement agreement). However, although covered by an offtake agreement subject of an application for approval pending before the ERC, such application shall be withdrawn and the relevant offtake agreement terminated as of Commencement Date; and</p> <p>k) Certification of RPS-Eligible Renewable Plant from the DOE.</p> | | |
| 54 | IPB | Section 4.2 (a) | a) Evidence of compliance to the requirements stated in the Invitation to Bid's Terms of Reference Table ("TOR Table"); | Will LUECO provide a template for this requirements? | No. The evidences of compliance refer to nos. 2-10 of the original ANNEX 7. They should have been enumerated as items (a) to (j). This will be a subject of an amendment that will be posted in our bid bulletin. |
| 55 | IPB | Section 4.2 (b) | The Portfolio of Plants must be covered by a Certificate of Compliance (COC) from the ERC and must be registered as a direct member of the WESM; | <p>We suggest considering PAO in the absence of the COC.</p> <p><i>b) The Portfolio of Plants must be covered by a Certificate of Compliance (COC) or Provisional Authority to Operate (PAO) from the ERC and must be registered as a direct member of the WESM;</i></p> | Suggestion is considered. |
| 56 | IPB | Section 4.2 (b) | b) The Portfolio of Plants must be covered by a Certificate of Compliance (COC) from the ERC and must be registered as a direct member of the WESM; | <p>1. Please clarify the term "Portfolio of Plants" and its relevance to the Qualification Documents and Technical Proposal.</p> <p>2. Please confirm that a Bidder can submit an alternative document to the Certificate of Compliance ("COC") such as the Provisional Authority to Operate ("PAO").</p> <p>3. In case the COC or PAO is for extension and such extension is pending with the ERC, please confirm that a Bidder may submit evidence of such pending application or approval by the ERC?</p> | <p>LUECO's Contract is Financial PSA and cannot require a particular power plant, hence the need for a Portfolio of Plants. This being the case, this should form part of the Qualification Documents, including Technical Proposal, per ERC Resolution No. 16, Series of 2023.</p> <p>Confirmed.</p> <p>Confirmed.</p> |
| 57 | IPB | Section 4.2 (e) | List of projects undertaken within the last ten (10) years; | Please elaborate on this requirement. Will LUECO BAC provide a template for this? | The requirement being asked is just a list. |

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| 58 | IPB | Section 4.2 (e) | e) List of projects undertaken within the last ten (10) years; | Please confirm that the list of projects pertains to the Bidder's construction projects or power plant projects. | The list of projects pertains to Power Plant projects. |
| 59 | IPB | Section 4.2 (f) | List of electricity generation plants that the Bidder has operated for the last five (5) years; | <p>Please include plants administered for IPP Administrators.</p> <p><i>List of electricity generation plants that the Bidder has operated and/or administered for the last five (5) years;</i></p> <p>Will LUECO BAC provide a template for this?</p> | <p>Considered and subject of an amendment to be posted on our bid bulletin.</p> <p>The requirement being asked is just a list.</p> |
| 60 | IPB | Section 4.2 (g) | Proof of/Documentation on track record for the last five (5) years of Portfolio operated by it; | <p>Please include plants administered for IPP Administrators.</p> <p><i>Proof of/Documentation on track record for the last five (5) years of Portfolio operated and/or administered by it;</i></p> <p>May we also ask the specific document that the Bidders can provide to comply with this requirement?</p> <p>Will LUECO BAC provide a template for this?</p> | <p>Considered and subject of an amendment to be posted on our bid bulletin.</p> <p>Documents submitted to ERC for COC application will be sufficient.</p> <p>No. Documents submitted to ERC for COC application will be sufficient.</p> |
| 61 | IPB | Section 4.2 (f) (g) | <p>f) List of electricity generation plants that the Bidder has operated for the last five (5) years;</p> <p>g) Proof of/Documentation on track record for the last five (5) years of Portfolio operated by it;</p> | Please confirm that this requirement is only applicable to Bidders who have operated their Nominated Plant/s for the full previous five (5) years. | No. What is required from the Bidders is for the last five (5) years, meaning inclusive within the last five (5) years and does not mean the full five years. |
| 62 | IPB | Section 4.2 (h) | <p>For newly operated renewable energy plant, in lieu of the requirements of letters e, f, and g, the Bidder may submit the following:</p> <p>xxx</p> | May we confirm the period which we can classify if a certain renewable energy plant is “newly operated”? Say than 10/5 years in operation? | <p>Less than one (1) year. Please refer to the definition of a newly operated renewable energy plant below.</p> <p><i>“A newly operated renewable plant refers to a recently commissioned facility that harnesses renewable energy sources such as wind, solar, hydro, geothermal, or biomass to generate electricity. These plants have just started their operational phase, meaning they are now producing power</i></p> |

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| | | | | | <i>for the first time after construction and testing phases are completed."</i> |
| 63 | IPB | Section 4.2 (h) item no. 2 | h) 2) Other relevant information showing proof of the technical capabilities of the Bidder that would be helpful to the BAC." | Please clarify the "other relevant information" that the Bidders need to submit. | Other relevant information that the Bidder would want to submit. |
| 64 | IPB | Section 4.2 (k) | Certification of RPS-Eligible Renewable Plant from the DOE. | May we ask the specific document to be submitted in this requirement? Is Certificate of Registration from the DOE allowable? | Certificate of Registration from the DOE. Yes. |
| 65 | IPB | Section 4.3 Bid and Bid Security | <p>4.3 BID AND BID SECURITY</p> <p>No later than the Bid Submission Deadline, a Bidder must submit its Bid in a separate sealed envelope (Envelope 2) consisting of the following documents (collectively referred to as the "Bid"), using the relevant forms indicated in this Section 4.3:</p> <p>a) Bid Letter, using the form in ANNEX 8;</p> <p>b) Bid Security equivalent to three (3)-month contract cost of the proposed power supply agreement computed using the bid price offered by the Bidder in the form of an irrevocable standby letter of credit issued by an Allowed Bank listed in ANNEX 11 and using the template in ANNEX 9 (without modification);</p> <p>c) Proposed Price for each Billing Year throughout the Cooperation Period beginning on the Commencement Date, as reflected in the Financial Evaluation Workbook. A soft copy of the Financial Evaluation Workbook (this includes worksheets on LCOE Result and Annual Escalation; Base Rates Table; in the forms shown below) shall be submitted via email, together with a print out of the said duly accomplished worksheet/s, signed in all pages of the original set by the Bidder's authorized representative and submitted as part of Envelope 2; and</p> <p>d) A signed Letter of Acknowledgement and Acceptance of the Power Supply Agreement (PSA) template, using the form in ANNEX 10.</p> | We propose the inclusion of PBCom and AUB in the list of acceptable banks for SBLC issuance because they are universal banks recognized for their strong financial stability and reliability. We further note that these are also the issuing banks for GNPK's existing SBLC/BG facilities. | We maintain the list of Allowed Banks in ANNEX 11. |
| 66 | IPB | LCOE Result Worksheet | | 1. Will LUECO consider a bid where the Seller offers a fixed Contracted Energy for Renewable Energy requirement provided that it meets the total | Please refer to the comments in Q5. |

[illegible]

In this regard, we suggest including a pass/fail section in the LCOE Calculation Worksheet to assess compliance with the total minimum Renewable Energy requirement over the entire contract term, in addition to the year-by-year percentage evaluation. This is in consideration of the fact that excess RECs may be utilized for up to three years from the date of issuance, providing flexibility in meeting annual targets.

2. We respectfully request LUECO BAC to consider allowing bidders to propose a varying Annual Price Escalation for each contract year, provided that it does not exceed the maximum allowable limit.

In line with this, we suggest revising the worksheet to reflect a year-by-year escalation rate instead of a single, fixed escalation percentage.

Per DOE requirement, RPS requirement should be physical delivery of energy for use of the consumers and not thru RECs.

Please refer to the comments under Q11.

May we confirm if the Bid Security can be more than the 3-month contract cost of the winning bid?

Bid Security equivalent to three no less than the (3)-month contract cost of the proposed power supply agreement computed using the bid price offered by

LUECO is following ERC Resolution No. 16, Series of 2023 and not our own requirement.

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| | | | | <i>the Bidder in the form of an irrevocable standby letter of credit issued by an Allowed Bank listed in ANNEX 11 and using the template in ANNEX 9 (without modification);</i> | |
| 68 | IPB | Section 4.3 (c) | Proposed Price for each Billing Year throughout the Cooperation Period beginning on the Commencement Date, as reflected in the Financial Evaluation Workbook. A soft copy of the Financial Evaluation Workbook (this includes worksheets on LCOE Result and Annual Escalation; Base Rates Table; in the forms shown below) shall be submitted via email, together with a print out of the said duly accomplished worksheet/s, signed in all pages of the original set by the Bidder's authorized representative and submitted as part of Envelope 2; and | Can we submit an electronic copy in a flash drive instead? This is to ensure that the bids sent via email will not be tampered at any time before and during the bid opening procedures. | Section 4.4 letter (e) 3 rd paragraph states that: <i>"Participating Bidders are required to submit the soft copy of their documents and must be password-protected on Jul 17, 2025, on or before 9 o'clock in the morning and its hard copies on or before 12 noon of the same date at the address to be posted through a Bid Bulletin on the DOE CSP Portal and LUECO website."</i> |
| 69 | IPB | Section 4.3 (d) | A signed Letter of Acknowledgement and Acceptance of the Power Supply Agreement (PSA) template, using the form in ANNEX 10. | May we suggest that this requirement be removed and parties be allowed to negotiate the terms of the PSA in accordance with the submitted bid of the Winning Bidder | Please refer to the above comment under Q32. |
| 70 | IPB | Section 4.3.1 Validity and Purpose of Bid Security | <p>4.3.1 VALIDITY AND PURPOSE OF BID SECURITY</p> <p>The Bid Security shall be valid for ninety (90) days from the Bid Submission Deadline, unless cancelled under Section 4.3.3, or upon submission of the Performance Security of the winning Bidder, whichever comes first. The Bid Security shall guarantee that a Bidder shall comply with all of the terms of this IPB and, if declared the Winning Bidder, that it shall sign, execute and comply with the terms and conditions of the Power Supply Agreement (PSA) template.</p> <p>Any expiring Bid Security should be kept valid until required under this Section 4.3.3 (d), and replaced at least fifteen (15) days prior to the expiration thereof, without need of demand from the BAC or LUECO, and subject to the BAC or LUECO's right under Section 4.3.3. In case of failure to replace the Bid Security within this period, the BAC shall have the right to forfeit the same and hold the proceeds thereof in trust until a new Bid Security is provided by Bidder, or there is ground to return or cancel a Bid Security in favor of such Bidder under Section 4.3.3.</p> | Please specify start date and end date of the bid security. | <p>Start date: July 17, 2025</p> <p>End date: October 15, 2025 unless cancelled under Section 4.3.3, or upon submission of the Performance Security of the winning Bidder, whichever comes first.</p> <p>Please refer to ANNEX 9 of the IPB</p> |

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| 71 | IPB | Section 4.3.2 Forfeiture of Bid Security | <p>4.3.2 FORFEITURE OF BID SECURITY</p> <p>The Bid Security shall be subject to forfeiture in its entirety in favor of LUECO upon the occurrence of any of the following events:</p> <p>(a) illegal conduct or attempt to influence the evaluation by the BAC of any of the Document Submissions;</p> <p>(b) a Bidder, after the Bid Submission Deadline, withdraws its participation, or Expression of Interest, or submitted Qualification Documents, Technical Proposal, or Bid;</p> <p>(c) a Bidder has a Conflict of Interest;</p> <p>(d) a Bidder is disqualified due to a material or willful misrepresentation in any statement made or document submitted as part of its Document Submissions;</p> <p>(e) the Winning Bidder fails to submit the documents and evidence set forth in the Power Supply Agreement (PSA) template within the period provided or any other document that forms part of the pre-filing requirements with the ERC;</p> <p>(f) the Winning Bidder fails or refuses to accept the Notice of Award, fails or refuses to sign the Power Supply Agreement (PSA) template upon the issuance of the Notice of Award not later than 30 Jul 2025;</p> <p>(g) the Winning Bidder fails to extend the validity of the Bid Security in accordance with Section 4.3.1 of this IPB; or</p> <p>(h) the Winning Bidder fails to timely submit any additional document that the ERC may require for the successful filing of the relevant ERC application for approval of the Power Supply Agreement (PSA), within five (5) business days from the signing and execution of the Power Supply Agreement (PSA), except if the delay is caused by any circumstances beyond the control of the Winning Bidder.</p> | <p>For Section 4.3.2 (d) kindly clarify what specific actions or omissions would constitute “material or willful misrepresentation” leading to forfeiture of bid security, and whether there are safeguards or appeal mechanisms for bidders?</p> | <p>“material or willful misrepresentation” refers to any action of knowingly giving false or misleading information in the documents that tend to assure favorable outcome of the bidding in favor of the Bidder.</p> <p>This cause for the forfeiture of the Bid Security does not offer any safeguard or appeal mechanism for the concerned Bidder.</p> |
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| | | | The Bid Security of a Bidder and/or the Winning Bidder who committed any of the above violations will be forfeited through a letter citing the reason therefor, addressed to the issuer of the Bid Security and the concerned Bidder forfeiting the Bid Security within ten (10) days from receipt of written notice of forfeiture. | | | | | | | | | | | | | | |
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| 72 | IPB | Section 4.3.2 (h) | <p>(h) the Winning Bidder fails to timely submit any additional document that the ERC may require for the successful filing of the relevant ERC application for approval of the Power Supply Agreement (PSA), within five (5) business days from the signing and execution of the Power Supply Agreement (PSA), except if the delay is caused by any circumstances beyond the control of the Winning Bidder.</p> <div><div>SECTION 2 BIDDING SCHEDULE</div><div>Unless otherwise provided by the BAC, the indicative schedule for the Bidding is as follows:</div><table><thead><tr><th></th><th>ACTIVITY</th><th>START</th><th>END</th></tr></thead><tbody><tr><td>14</td><td>Signing of PSA</td><td>05 Aug 2025, Tue</td><td></td></tr><tr><td>15</td><td>Joint filing with ERC</td><td>11 Aug 2025, Mon</td><td></td></tr></tbody></table></div> | | ACTIVITY | START | END | 14 | Signing of PSA | 05 Aug 2025, Tue | | 15 | Joint filing with ERC | 11 Aug 2025, Mon | | <p>"ERC Resolution No. 16, series of 2023</p> <p>Section 24. Filing of the Application – The PSA or EPSA shall be a joint responsibility of the DU and the Winning Bidder (or Captive Market Supplier, in the case of EPSAs). Within thirty (30) calendar days from execution of the PSA, the parties thereto shall file with the ERC a joint application for the approval of said PSA. For EPSAs, the application for approval of the EPSA shall be filed with the ERC within thirty (30) calendar days after the occurrence of the Force Majeure or Fortuitous Event.</p> <p>Existing ERC policy gives the Parties up to a maximum of 30 days from execution of the PSA to file the Joint Application. We highly suggest to adopt the same instead of a "5 Business Days" (covering the period 05 Aug to 11 Aug) which is too short and might result to a delay in the filing of the Joint Application and premature forfeiture of Power Supplier's Bid Security equivalent to hundreds of million pesos. Note that the same ERC Resolution provides at least 15 calendar days for the Parties to conduct the ""pre-filing"" of the Joint Application, thus, the 5 Business Days is very unreasonable. "</p> | <p>BAC will adjust the schedule as follows:</p> <p>Signing of PSA - 05 August 2025 Joint Filing with ERC - 20 August 2025</p> <p>These adjustments shall be posted in our bid bulletin.</p> <p>LUECO cannot afford to extend beyond these dates considering that its EPSA will expire on 25 September 2025.</p> |
| | ACTIVITY | START | END | | | | | | | | | | | | | | |
| 14 | Signing of PSA | 05 Aug 2025, Tue | | | | | | | | | | | | | | | |
| 15 | Joint filing with ERC | 11 Aug 2025, Mon | | | | | | | | | | | | | | | |
| 73 | IPB | Section 4.3.2 Forfeiture of Bid Security Annex B | <p>(a) illegal conduct or attempt to influence the evaluation by the BAC of any of the Document Submissions; (b) a Bidder, after the Bid Submission Deadline, withdraws its participation, or Expression of Interest, or submitted Qualification Documents, Technical Proposal, or Bid; (c) a Bidder has a Conflict of Interest; (d) a Bidder is disqualified due to a material or willful misrepresentation in any statement made or document submitted as part of its Document Submissions;</p> | <p>Please confirm that the bid security shall be forfeited in items (b), (d) to (h) only when bidder does any of the following instances without justifiable cause.</p> | <p>For items (b), (e), (f) and (h), the only justifiable cause is a force majeure event. Please refer to Article 8 of the PSA.</p> <p>For item (d), there can be no justifiable cause as the act is done willfully or involving material information.</p> | | | | | | | | | | | | |

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| | | | <p>(e) the Winning Bidder fails to submit the documents and evidence set forth in the Power Supply Agreement (PSA) template within the period provided or any other document that forms part of the pre-filing requirements with the ERC;</p> <p>(f) the Winning Bidder fails or refuses to accept the Notice of Award, fails or refuses to sign the Power Supply Agreement (PSA) template upon the issuance of the Notice of Award not later than 30 Jul 2025;</p> <p>(g) the Winning Bidder fails to extend the validity of the Bid Security in accordance with Section 4.3.1 of this IPB; or</p> <p>(h) the Winning Bidder fails to timely submit any additional document that the ERC may require for the successful filing of the relevant ERC application for approval of the Power Supply Agreement (PSA), within five (5) business days from the signing and execution of the Power Supply Agreement (PSA), except if the delay is caused by any circumstances beyond the control of the Winning Bidder.</p> | | |
| 74 | IPB | Section 4.3.3 Return/Cancellation of Bid Security | <p>4.3.3 RETURN/CANCELLATION OF BID SECURITY</p> <p>(a) Bidders who (i) are disqualified under Section 3.10.4 (a) and (b); (ii) fail to submit compliant Qualification Documents, Technical Proposal, or Bid; or (iii) fail to post-qualify for reasons other than those provided in Section 4.3.2 (Forfeiture of Bid Security) of this IPB, will have their Bid Security returned or cancelled (through a letter citing the reason therefor, addressed to the issuer of the Bid Security and the concerned Bidder cancelling the Bid Security within ten (10) days from receipt of written notice of their disqualification or failure to qualify or post-qualify.</p> <p>(b) Subject to Section 4.3.3 (d), on the next business day after the signing of the Power Supply Agreement (PSA), the Bid Securities of all Bidders (except for that of the Winning Bidder), whose Bid Securities have not been forfeited or previously cancelled, will be returned or cancelled in accordance with Section 4.3.3 (a).</p> <p>(c) Any Bidder who has not been disqualified must extend the validity of its Bid Security without need of demand from LUECO until the Bid Security is returned or cancelled by LUECO pursuant to this Section 4.3.3.</p> | <p>For Sec. 4.3.3(c): Would LUECO consider notifying bidders at least 15 days before expiry to request bid security extension, rather than expecting automatic compliance without notice?</p> | <p>It is the obligation of the Bidder to be watchful of the expiration date of their Bid Security posted in their own Bank.</p> |

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| | | | <p>(d) The Bid Security of the Winning Bidder shall be retained by LUECO until submission of Performance Security within twenty (20) days upon signing of the Power Supply Agreement (PSA). Failure of the Winning Bidder to timely replace the Bid Security with the Performance Security within ten (10) days after signing of the Power Supply Agreement (PSA) shall entitle LUECO to draw on the same, to be held in trust, until a Performance Security is provided by the Winning Bidder.</p> | | |
| 75 | IPB | Section 4.3.4 Performance Security | <p>4.3.4 PERFORMANCE SECURITY</p> <p>(a) Within ten (10) calendar days from the execution of the contract, the Winning Bidder, shall post a Performance Bond, by way of Irrevocable Standby Letter of Credit, equivalent to the three (3)-month contract cost of the proposed PSA computed using the bid price offered by the Winning Bidder.</p> <p>(b) Failure to post the required Performance Security within the prescribed period will result in the forfeiture of the Bid Security.</p> <p>(c) Failure, inability or refusal of the Winning Bidder to join in the timely filing of the application will result in the forfeiture of the Performance Security/Bid Security, whichever is applicable.</p> <p>(d) If forfeited, the Performance Security shall be used by the DU in purchasing power covering the period affected by the delay or failure in the filing of the application, in which case, such forfeited amount used in purchasing power shall not be passed-on to its consumers.</p> | <p>We respectfully request LUECO BAC to reconsider setting a nominal fixed amount for the bid security. Since bid security is contingent on the bid price, bidders need sufficient time to prepare competitive offers, and a high fixed amount limits our ability to secure it promptly.</p> <p>Reducing the bid security will encourage more bidders to participate, increasing competition and potentially lowering the cost of power supply for LUECO's consumers. Notably, in Meralco's recent CSP for peaking supply, a high bid security was a factor in bidder withdrawals.</p> <p>We also appeal that the Performance Bond be returned to the Seller one month after delivery commencement or after the first billing period to avoid trapping significant funds during the PSA, as recognized in recent DU/EC CSPs.</p> <p>Could GenCo also impose a bill deposit equivalent to the performance bond instead?</p> | <p>Please refer to the comment above under Q67.</p> <p>Performance security is a continuing financial guarantee ensuring that a party fulfills its obligations under a contract up to its termination. If the obligated party fails to perform as agreed, the Performance Security can be used by LUECO in purchasing power covering the period affected by the delay or failure in the filing of the application.</p> <p>The Seller has an obligation to supply electricity to the Buyer and to ensure full compliance to this, the Seller shall post a Performance Security. On the other hand, the Buyer has the obligation to pay the bill within the agreed period. In case of failure to pay on the part of the Buyer, the Seller's ultimate recourse is to cut-off the supply.</p> |

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| | | | | | In worst case scenario, which is a case of default on the part of LUECO, SELLER shall be entitled to Liquidated Damages in lieu of all other damages to which it may be entitled in respect of such Event of Default, equivalent to two (2) months' worth of electricity payment calculated as the sum of the previous two (2) months' worth of electricity payments made by BUYER to SELLER, net of any deductions that the Law may require. Please refer to Section 14.3.2 of the PSA. |
| 76 | IPB | Section 4.4 SUBMISSION OF QUALIFICATION DOCUMENTS, TECHNICAL PROPOSAL AND BID | 4.4 SUBMISSION OF QUALIFICATION DOCUMENTS, TECHNICAL PROPOSAL AND BID 4.4.1 In all cases of format requirement for the Bidder's submission of Qualification Documents, Technical Proposal and Bid: (a) Each set of the Qualification Documents, Technical Proposal or Bid should contain a table of contents. (b) Whenever possible, the Qualification Documents, Technical Proposal and Bid must be printed in A4-size paper and in its absence, in letter size (8 ½ x 11") and bound together in ring binders or folders of appropriate size. Documents must be paginated and text must be at least of 14-font size, Times New Roman font. (c) If the same document is a required attachment in more than one Annex, the original set must contain at least one original of the attached to the subsequent Annex (es) and will be considered as an original for this purpose. (d) All documents shall be properly organized and sequenced in the same order these appear in Section 4.1, 4.2, and 4.3. The first page of the individual documents shall be properly labeled with a document tab or separator for easy distinction of individual documents. (e) Electronic copies of ALL documents submitted in the Bid shall be in PDF format via email. There shall be one password per envelope. Hence, there shall be three different passwords for the three envelopes. | For Section 4.4.1(e) kindly confirm how bidders will be notified that their email or Google Drive submission has been successfully received and accessed before the deadline? | Submissions are acknowledged immediately upon receipt via email. Since your submissions are pass-word protected, we cannot simply open them until the time of the opening of Bids. |

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| | | | <p>There shall be only one email bid submission per envelope. Should there be more than one bid submission in case of errors, only the latest submission shall be considered within the deadline set for the purpose. Envelopes 1A and 1B shall be sent via Google drive due to the volume of the documents and should be password-protected; while Envelope 2 shall be sent via email and password-protected. In addition to the PDF format of the LCOE worksheet, its Excel format shall also be provided. In case of conflict in the LCOE worksheet, the PDF format shall prevail.</p> <p>Participating Bidders are required to submit the soft copy of their documents and must be password-protected on Jul 17, 2025, on or before 9 o'clock in the morning and its hard copies on or before 12 noon of the same date at the address to be posted through a Bid Bulletin on the DOE CSP Portal and LUECO website.</p> <p>This being the case, the contents of the soft copy (in PDF file) shall prevail over those contained in the hard copy in case of conflict. The hard copy will be used to facilitate easy evaluation and assessment. There shall be six (6) sets of hard copies, (one set of signed original copy and five photo copies of the signed original copy) of Document Submissions to be sent to the BAC Secretariat.</p> <p>(f) All prices shall be expressed in written words and figures, and shall be in Philippine Peso (PHP).</p> <p>(g) The LCOE shall be calculated up to the fourth (4th) decimal place.</p> <p>(h) Bidders shall submit offers that comply with the requirements of this IPB. Alternative Bids or conditional Bids with modified terms other than the IPB terms shall not be accepted.</p> | | |
| 77 | IPB | Section 4.4.1 (b) | <p>Whenever possible, the Qualification Documents, Technical Proposal and Bid must be printed in A4-size paper and in its absence, in letter size (8 ½ x 11") and bound together in ring binders or folders of appropriate size. Documents must be paginated and text must be at least of 14-font size, Times New Roman font.</p> | <p>Please confirm that Bidders may use other forms of binding materials other than "ring binders".</p> | <p>Yes. Confirmed.</p> |

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| 78 | IPB | Section 4.4.1 (e) | <p>...There shall be six (6) sets of hard copies, (one set of signed original copy and five photo copies of the signed original copy) of Document Submissions to be sent to the BAC Secretariat.</p> | <p>Since a softcopy is available for the perusal of the BAC, for the consideration of the BAC, may we respectfully suggest that Bidder shall be required to submit only the original copy of the Bid Document Submissions. If copies will be required, may we suggest to only submit one additional copy. Bid document submissions are usually voluminous and will take much resources to prepare multiple copies.</p> | <p>Thank you for your suggestion, but we cannot limit to two (2) copies only. Due to limited time and for expediency of the whole process, three (3) sets shall be required: one (1) original and two (2) photo copies.</p> <p>This will be posted as an amendment in our bid bulletin.</p> |
| 79 | IPB | Section 4.4.1 (e) | <p>"e. xxx This being the case, the contents of the soft copy (in PDF file) shall prevail over those contained in the hard copy in case of conflict. The hard copy will be used to facilitate easy evaluation and assessment. There shall be six (6) sets of hard copies, (one set of signed original copy and five photo copies of the signed original copy) of Document Submissions to be sent to the BAC Secretariat."</p> | <p>May we request to reduce the number of photo copies to two (2) to avoid voluminous submission of documents.</p> | <p>Please refer to the comment above on Q78.</p> |
| 80 | IPB | <p>Section 4.4.2 Format of Submission of Qualification Documents</p> <p>Section 4.4.3 Format of Submission of the Technical Proposal</p> | <p>(a) A Bidder must submit its Qualification Documents in the following form:</p> <p>(i) one (1) complete original set, clearly marked on each page as "ENVELOPE 1A-QUALIFICATION DOCUMENTS-ORIGINAL," and numbered continuously; and</p> <p>(ii) five (5) sets of photocopies to be sealed in five (5) separate envelopes, clearly marked on each page as "ENVELOPE 1A-QUALIFICATION DOCUMENTS-COPY NO. 1, ENVELOPE 1A-QUALIFICATION DOCUMENTS-COPY NO. 2 and so forth."</p> <p>(a) A Bidder must submit its Technical Proposal in the following form:</p> <p>(i) one (1) complete original set, clearly marked on each page as "ENVELOPE 1B-TECHNICAL PROPOSAL-ORIGINAL," and numbered continuously; and</p> <p>(ii) five (5) sets of photocopies to be sealed in five (5) separate envelopes, clearly marked on each page as "ENVELOPE 1B-TECHNICAL PROPOSAL-COPY NO. 1, ENVELOPE 1B-TECHNICAL PROPOSAL-COPY NO. 2 and so forth".</p> | <p>May we be allowed to dispense with the marking on each and every page of the documents submitted.</p> | <p>The marking requirement is prescribed by the ERC for easy identification.</p> |

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| | | Section 4.4.2 Format of Submission of the Bid | (a) A Bidder must submit its Bid in the following form: (i) one (1) complete original set, clearly marked on each page as “ENVELOPE 2-BID-ORIGINAL,” and numbered continuously; and (ii) five (5) sets of photocopies, to be sealed in five (5) separate envelopes, clearly marked on each page as “ENVELOPE 2-BID-COPY NO. 1, ENVELOPE 2-BID-COPY NO. 2 and so forth.” | | |
| 81 | IPB | Section 8 Failed Bidding (e) | (e) the Bidders with the Best Bid “failed” the Post Qualification, and LUECO opts not to proceed with the Bidding or determines that there is no other Bidder or Bid qualified to be determined as the Next Best Bid; | Kindly explain this further for better understanding of all Bidders. Shouldn't LUECO conduct a "post qualification" process of the Bidder with the next lowest evaluated LCOE, and the next until there remains at least two (2) Bidders who pass the "pre-qualification" process via opening of their Bid Proposals. | Please refer to Section 6.3 of the IPB. <i>“If the BAC determines that the Bidder with the Best Bid “failed” the Post Qualification, it may proceed to notify the Bidder with the Next Best Bid that it will be subject to a Post Qualification evaluation. If the said Bidder with the Next Best Bid also fails the Post Qualification, a similar procedure for Post Qualification may be repeated by the BAC for the Bidder with the next lowest LCOE, and so on until a Bidder is notified to pass the Post Qualification and is declared as the Winning Bidder.</i> <i>This option notwithstanding, if all of the Bidder/s whose Offered Capacities “failed” the Post Qualification, then the BAC shall have the discretion to declare a failed bidding, to evaluate and notify a Next Best Bid, or to conduct another round of Bidding.”</i> |
| 82 | IPB | Section 8 Failed Bidding (f) | (f) the Winning Bidder refuses or fails, without justifiable cause, to timely sign the Power Supply Agreement (PSA) template upon the issuance of the Notice of Award not later than 30 July 2025 and LUECO opts not to proceed with the Bidding because there is no other Bidder or Bid qualified to be determined as the Next Best Bid. <div><div>13</div><div>Issuance of Notice of Award</div><div>30 Jul 2025, Wed</div></div> <div><div>14</div><div>Signing of PSA</div><div>05 Aug 2025, Tue</div></div> | Kindly explain this further for better understanding of all Bidders. Shouldn't LUECO conduct a "post qualification" process of the Bidder with the next lowest evaluated LCOE, and should this Bidder passed the "post qualification" process, then it should be offered the PSA. | Please refer to the above comment on Q81. |
| 83 | IPB | ANNEXES | | May we request for word files of all the Annexes. | The ANNEXES in PDF are convertible to Word files. |

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| 84 | IPB | ANNEX 2 Authority to Participate in the Bidding and Designation of Authorized Representative | | We would like to appeal to allow us to indicate more than 2 Authorized Representatives. Please note that in our standard Secretary's Certificate, we appoint more than 2 representatives authorized to represent the company for bidding purposes. | Please refer to the above comment under Q46. |
| 85 | IPB | ANNEX 2 | RESOLVED FURTHER, that (name of representative 1 and representative 2), signing singly, are hereby appointed as the authorized representatives of the Company during the Bidding, authorized to execute, sign, submit and receive documents for, and otherwise act in the name of, the Company; | <p>Please confirm that the Assistant Corporate Secretary may execute this document.</p> <p>1. May we request to allow us to use our own template.</p> <p>2. Please allow the inclusion of additional authorized representatives of at least eight (8), for a total of ten (10) authorized representatives to ensure timely execution, signing, submission and receipt of documents for, and otherwise act in the name of, the Company.</p> | <p>No, for the purpose of uniformity.</p> <p>No, for the purpose of accountability.</p> |
| 86 | IPB | ANNEX 3 Company Information item (d) | (d) diagram of corporate structure with an indication of which entity has Controlling interest over, or is the Affiliate or Ultimate Parent of, Bidder, and copy of the shareholders' agreement, pooling agreement, voting trust agreement or equivalent document if a partnership or consortium, which shall be certified as a true copy by the corporate secretary or its equivalent in case of partnership and must be under oath and notarized; | Kindly confirm that the Bidders can redact the sensitive information due to confidentiality provisions. | Your diagram of Corporate Structure has been submitted to SEC and ERC, and this submission makes them public documents. |
| 87 | IPB | ANNEX 3 | For entities listed on the Philippine Stock Exchange ("PSE"), the Bidder must submit the listed entity's latest Public Ownership Report and List of Top 100 Stockholders, as submitted to the PSE. The information in such Report and List must be as of a date no earlier than 31 December 2024. Shares held by PCD Nominee may be lumped together in the List of Top 100 Stockholders. | Please confirm this requirement is not applicable to Bidders that are not included in the latest Public Ownership Report and List of Top 100 Stockholders. | Yes, confirmed. |
| 88 | IPB | ANNEX 7 Technical Proposal (Portfolio of Plants) | | Do Bidders need to submit a separate template for each source of power (conventional plant and RPS-eligible plant)? | Yes. |
| 89 | IPB | ANNEX 5 | CERTIFICATION OF ABSENCE OF UNSATISFACTORY PERFORMANCE RECORD, OUTSTANDING DISPUTE AND PENDING/OUTSTANDING DUE DEMANDABLE FINANCIAL OBLIGATION | On item 1 of Annex 5, can we delete items (a) and (b) if the bidder does not have any "Unsatisfactory Performance?" | Please refer to the comment above under Q46. |
| 90 | IPB | ANNEX 11 | LIST OF ALLOWED BANKS | We propose the inclusion of PBCom and AUB in the list of acceptable banks for SBLC issuance because | Please refer to the comment above under Q65. |

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| | | | | they are universal banks recognized for their strong financial stability and reliability. We further note that these are also the issuing banks for GNPK's existing SBLC/BG facilities. | |
| 91 | IPB | ANNEX 11 | LIST OF ALLOWED BANKS 1. Bank of the Philippine Islands 2. BDO Unibank, Inc. 3. Development Bank of the Philippine 4. Land Bank of the Philippines 5. Metropolitan Bank and Trust Company 6. Philippine National Bank 7. China Banking Corporation | Suggest to include Bank of Commerce. | Please refer to the comment above under Q65. |
| 92 | IPB | General Comment/s | | Do we need to submit the Qualification Documents and Technical Proposal for the RPS Eligible Plant? May we request LUECO to provide a complete checklist of requirements. | Yes. Yes, LUECO will provide and send by email. |
| 93 | PSA | General Comment | | Please confirm that the draft PSA can still be subject to negotiation with the Winning Bidder. | Please refer to the comment above under Q32. |
| 94 | PSA | Recitals | WHEREAS, SELLER desires to sell capacity and electrical output from the Portfolio of Power Plants to BUYER, and BUYER desires to purchase total required Power Plant capacities and electrical output from SELLER, under the terms and conditions specified in this Agreement. | 1. Please clarify the term "Portfolio of Power Plants" viz-a-viz "Power Plant" 2. Use consistently the more appropriate term in the body (there is also a term "Plant" numerously used in the body)" | Thank you for your observation. BAC will amend to clarify. This will be posted in our bid bulletin. Please see comment above. |
| 95 | PSA | Article 1 Definition of Terms and Interpretation | "Energy Imbalance Fees" means the settlement fees, charges or other similar amounts assessed by the Market Operator on SELLER in relation to ex-ante and ex-post trading imbalances, in accordance with the WESM Rules. | Suggest: <i>"Energy Imbalance Fees" means the settlement fees, charges or other similar amounts assessed by the Market Operator on SELLER in relation to difference of BCQ declaration and Actual metered quantity, in accordance with the WESM Rules.</i> | BAC maintains the definition of "Energy Imbalance Fees" from the WESM Rules. Please refer to Section 6.1 of the PSA. |
| 96 | PSA | Article 1 Definition of Terms and Interpretation | "WESM Rules" means the rules promulgated by the DOE under Department Circular No. 2002-006-003 pursuant to Section 30 of the EPIRA, including amendments, modifications, exclusions, replacements | this covers all related market manuals? | Yes. WESM Rules govern the operations of the Market and established the framework for trading, pricing and roles of participants. These rules are implemented through various Market Manuals. |

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| | | | or re-enactments thereof, as the case may be, that establish the basic rules, requirements, procedures and standards that govern the operation of the Philippine electricity market. | | |
| 97 | PSA | Article 1 Section 1.1 Definitions | <p>“Billing Period” - the period of one (1) month commencing at 0001H of the twenty-sixth (26th) day of each calendar month to 2400H of the twenty-fifth (25th) day of the calendar month</p> <p>“Billing Month” means: (i) for the first Billing Month, the period commencing on the Commencement Date and ending on the immediately succeeding twenty-fifth (25th) Day of the month, (ii) each successive period commencing on the 26th Day of the Month and ending on the twenty-fifth (25th) Day of each successive calendar month thereafter, and (iii) for the final Billing Month, the period starting immediately after the xxx</p> <p>“Billing Year” means each period of twelve Billing Months commencing on the start of Cooperation Period and ending on the last day of the Cooperation Period (such successive twelve-Billing Month Periods after the first Billing Year being the “second Billing Year”, the “third Billing Year” and so on).</p> <p>“Business Day” means any Day from Monday to Friday on which banking institutions are open for the transaction of business, excluding national holidays in the Philippines and local holidays in La Union as the context may require.</p> <p>“Commencement Date” refers to September 26, 2025 or upon approval by the ERC of the Provisional Authority to commence supply, whichever is later, but to coincide with NGCP Billing every 26th day of the month.</p> <p>“Month” - A calendar month according to the Gregorian calendar beginning at 12:00 midnight on the last day of the preceding month and ending at 12:00 midnight on the last day of that month.</p> <p>“Power Plant” means the designated power plant of the SELLER from which the SELLER sources electric power to be supplied to BUYER.</p> | Please clarify the use of these various terminologies. | These terminologies are repeatedly used all throughout in the PSA; hence, for the purpose of clarity and reference, they are explicitly defined. |

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| | | | <p>“Replacement Power” means the electric power procured by the SELLER from the WESM or third parties during any Trading Interval for delivery to BUYER under the terms and conditions of this Agreement.</p> | | |
| 98 | PSA | Article 2 The Purpose | <p>"2.3.3 Commencement Date</p> <p>2.3.3.1 The “Commencement Date” shall occur upon the satisfaction of the conditions set out in Section 2.3.2."</p> <p>"2.3.2 Conditions Precedent</p> <p>2.3.2.1 Subject to Sections 13.1.1 and 13.2.1, the Parties’ rights and obligations shall commence as of the Effective Date, upon the satisfaction of the conditions set forth under ARTICLE 13:"</p> | Please clarify the use of these various terminologies. | Please refer to the comment above Q97. |
| 99 | PSA | Article 2 The Purpose Section 2.2 Cooperation Period of Agreement Section 2.2.1.1 | <p>2.2.1.1 The term of this Agreement (the “Cooperation Period”) shall commence on the Commencement Date and shall expire on September 25, 2035, unless terminated earlier in accordance with the terms of this Agreement.</p> | Will the termination date adjust accordingly when the supply delivery is delayed due to lack of provisional or final approval from the ERC? | Please refer to Item No. 7 of the TOR and Section 2.2 Cooperation Period of Agreement of the PSA will be amended accordingly. This will be posted on our bid bulletin. |
| 100 | PSA | Article Performance Security 3 | <p>3.1 SELLER shall, within ten (10) Days from execution of the contract, deliver to BUYER security (“Performance Security”) equivalent to the three (3)-month contract cost herein the PSA amounting to _____ (PHP _____), in the form of an irrevocable stand-by letter of credit or bank guarantee, and at the time of issuance thereof, be issued by an Acceptable Bank.</p> <p>3.2 Within sixty (60) Days from each anniversary of the Commencement Date, the Parties shall meet to review the list of Acceptable Banks and mutually agree on the list of Acceptable Banks from which any amended or replacement Performance Security shall be procured.</p> <p>3.3 If the Performance Security is subject, pursuant to its terms, to a fixed expiry date,</p> | <p>We appeal that the Performance Bond be returned to the Seller one month after delivery commencement or after the first billing period to avoid trapping significant funds during the PSA, as recognized in recent DU/EC CSPs.</p> <p>Could GenCo also impose a bill deposit equivalent to the performance bond instead?</p> | Please refer to the comment above under Q75. |

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| | | | <p>SELLER shall, not less than ten (10) Days prior to such expiry date, amend or replace the Performance Security with a duly-executed amended or replacement Performance Security, compliant with the requirements under Section 3.1 of this Agreement.</p> <p>3.4 Each Performance Security shall stand as security for the faithful and proper compliance by SELLER of its obligations under this Agreement and shall be procured and maintained by SELLER until the end of Cooperation Period.</p> <p>3.5 Within thirty (30) Days after the expiration of Cooperation Period, BUYER shall return to SELLER the Performance Security less any amount properly due and owing from SELLER to BUYER under this Agreement.</p> <p>3.6 BUYER may draw the entire amount of the Performance Security and hold the proceeds in trust as cash collateral if SELLER fails to procure a replacement Performance Security within the time required under Section 3.3 above.</p> | | |
| 101 | PSA | Article 4.1 Supply of Electricity | <p>SELLER shall ensure that its daily declarations of BCQs reported to the Market Operator (as required by the WESM Rules) accurately reflects the metered quantities in each of LUECO's Delivery Points net of any reduction by reason of the enforcement of Retail Competition and Open Access (RCOA), Green Energy Option Program (GEOP), Distributed Energy Resources (DER), Net-Metering, Self-Generating Facility (SGF) and other future government regulations that will reduce the power supply requirement of LUECO. Any amounts assessed by the Market Operator resulting from an erroneous declaration by the SELLER of BUYER's BCQ shall be borne by SELLER.</p> <p>SELLER shall indemnify and hold BUYER free and harmless from any loss, cost, expense or penalty incurred or paid by SELLER as a result of any such erroneous declaration.</p> | The basis for the BCQ declaration is the customer's MQ, which may be subject to correction upon receiving the final settlement data from the MO. Therefore, this case should not be considered an erroneous declaration and is exempt from penalties. | This issue is between the Market Operator and the Seller. Whatever penalties that are imposable, if any, would come from the Market Operator and not from the Buyer. |
| 102 | PSA | Article 4.1 Supply of Electricity | <p>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:</p> | <p>Suggest:</p> <p><i>Buyer shall furnish Seller with its nomination per Trading Interval on a daily, weekly, and monthly basis in accordance with the procedure set out as follows:</i></p> | BAC maintains its version of the provision. LUECO has been using the hourly nomination for twenty (20) years. |

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| | | | <p>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.</p> <p>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.</p> | <p><i>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.</i></p> <p><i>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.</i></p> | |
| 103 | PSA | <p>Article 5 Fees</p> <p>Section 5.2 Payment Procedure</p> | <p>5.2.1 BUYER shall pay the entire amount indicated in the Final Invoice (subject to SCHEDULE 5) when due and payable, provided that BUYER shall not be required to make payment on any Invoice that is manifestly in error, apparently invalid or not in the form or substance contemplated by this Agreement until the same has been corrected following prompt notice by BUYER to SELLER of such error, invalidity or absence of proper form or substance</p> <p>5.2.3 If BUYER disputes all or any portion of an Invoice for a reason other than a manifest error in, or the apparent invalidity or incorrect form or substance of, such Final Invoice, BUYER shall nonetheless pay the full amount of such Invoice (subject to SCHEDULE 5). Any payment by BUYER under this Section 5.2.3 is without prejudice to BUYER's right at a later date within one (1) year following such payment to dispute, protest or question any amount so paid.</p> | <p>If there will be disputes in the invoice, Buyer shall pay the said portion in dispute and reflect any adjustments (debit or credit) in the next billing invoice.</p> <p>One year from the payment date is too long. Parties shall endeavor to resolve any disputes as soon as possible to avoid impacts of adjustments in financial records.</p> <p>We suggest shortening it to within 30 calendar days in accordance with Section 5.2.4 of the PSA providing a timeline for dispute resolution.</p> | <p>Article 5.2.1 is aligned with Article 5.2.3 of the PSA.</p> <p>Noted, but BAC is adopting ninety (90) calendar days. Subject to amendment to be posted in the bid bulletin..</p> |
| 104 | PSA | <p>Article 5 Fees</p> <p>Security Deposit</p> | Not stated in the PSA | <p>Since the Seller is obligated to post a Performance Security for the guarantee of its supply obligations to the Buyer, we suggest that the Buyer post an equivalent Security Deposit which shall guarantee its payment obligations to the Buyer.</p> | Please refer to the comment above under Q75. |

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| 105 | PSA | Article 6 Taxes, Fees and Costs | <p>6.1 Responsibility for Taxes, Fees and Costs</p> <p>6.1.1 SELLER shall make timely payment of the following amounts:</p> <ul style="list-style-type: none"> a) WESM Market Related Charge, including but is not limited to Market Fees, Line Rental Charges, etc.; b) Energy Imbalance Fees; c) Benefits to Host Communities Charges; and d) Applicable value-added tax on any of the foregoing amounts in accordance with Philippine Bureau of Internal Revenue and ERC regulations. <p>6.1.2 Value-added tax on energy supplied by SELLER and Replacement Power (if any VAT is payable) in accordance with Philippine tax Laws and regulations that BUYER is responsible for collecting the VAT from its customers, of which SELLER shall be responsible for paying to third parties. Hence, shall form part of the price that BUYER will charge to its customers. For the avoidance of doubt, VAT discussed in this Section shall not exceed 12%, unless amended subsequently by any Law.</p> <p>6.1.3 BUYER shall be liable for and pay any new taxes, fees, charges, and levies imposed on SELLER after the date hereof in connection with the performance by SELLER of its obligations pursuant to this Agreement, and upon ERC Approval of the recovery of such from BUYER's customers. Such payments shall be made as and when required pursuant to applicable laws in effect from time to time.</p> <p>Each Party shall be liable for their respective income taxes. For the avoidance of doubt, any increase in income tax imposed on SELLER shall be for SELLER's account.</p> | <p>Kindly confirm that any Energy Imbalance Fees arising from discrepancies between the Daily MQ and the Final MQ shall be for the account of the Buyer. The Seller's obligation is limited to the timely settlement of such fees with the market.</p> | <p>Energy Imbalance Fees shall be for the account of the Seller as provided in Section 6.1.1 of the PSA.</p> |
| 106 | PSA | Article 8 Force Majeure | <p>8.1 Events of Force Majeure</p> <p>An Event of Force Majeure shall mean any circumstance not within the reasonable control, directly or indirectly, of the Party affected, but only if and to the extent that:</p> | <p>Given that any event of FM is not within the control of the affected Party, such Party should not incur any losses or be penalized under FM circumstances.</p> <p>We kindly request for LUECO to have this provision open for negotiation with the Winning Bidder.</p> | <p>As a general rule, no party shall be liable in case of event of Force Majeure. However, please refer to Article 8.2.2 second to the last paragraph.</p> <p><i>"In the case of Force Majeure Event affecting SELLER including System Emergency, and there is available supply from another source, SELLER shall continue to supply LUECO</i></p> |

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| | | <p>a. such circumstance, despite the exercise of reasonable diligence, cannot be prevented, avoided or removed by such Party; and</p> <p>b. such event prevents such Party from performing its obligations under this Agreement; and in each case:</p> <p>i. such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on such Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof;</p> <p>ii. such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Agreement;</p> <p>iii. the suspension of a Party's performance of its obligations hereunder is of no greater scope and duration is not longer than what is required by the Event of Force Majeure;</p> <p>iv. no obligation of either Party, which arose before the occurrence of the event that caused the suspension of performance of obligations hereunder, shall be excused as a result of an Event of Force Majeure; and</p> <p>v. such Party has given the other Party prompt notice in accordance with Section 8.6 describing such event, the effect thereof and the actions being taken in order to comply with this Section 8.4.</p> <p>8.2 Instances of Force Majeure</p> <p>Subject to the provisions of Sections 8.1 and 8.5, Events of Force Majeure shall include, but not be limited to:</p> <p>8.2.1 Acts of God -</p> <p>Acts of God, should only be considered as force majeure sufficient to terminate the contract if:</p> | | <p><i>at prevailing Generation Rate or WESM Price at LUECO's Market Trading Node, whichever is lower. SELLER shall guarantee 100% availability of supply at prevailing Generation Rate regardless of source plant's availability or unavailability. For the avoidance of doubt, the Power Supplier shall not be entitled to claim any of its act or omission as Force Majeure."</i></p> <p>We recognized your concern and in fact this is subject of our query to DOE and we quote the reply of DOE:</p> <p>"The DOE concurred that such provision is necessary to ensure efficiency in the operation of the winning bidder, which consequently results in the continuous electric power supply to LUECO's captive customers."</p> |
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| | | <p>(a) The event or calamity is of the degree or intensity that the continued operation of the Parties would lead to death or injury of the Parties' employees or agents;</p> <p>(b) The event or calamity is of the degree or intensity that the continued operation of the Parties would be of great hazard to the security and safety of the public.</p> <p>- Including but not limited to earthquakes, lightning, typhoon, tsunami, flood, cyclone, volcanic eruptions, landslide or other natural disasters, epidemic, pandemic, quarantine or plague;</p> <p>8.2.1.1 Epidemic – An epidemic officially declared by the national or local government, should only be considered as force majeure and a ground for termination of contract, if the epidemic causes:</p> <p>(a) Impossibility to deliver the contracted goods or services; or</p> <p>(b) When there is no remedy or protocol placed/issued by the government or the regulatory agencies to assist the Parties in fulfilling their obligations.</p> <p>8.2.2 Other Events of Force Majeure (Force Majeure – Acts of Man) Force Majeure events occurring in or directly affecting the Philippines including but not limited to:</p> <p>(a) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, insurrection, civil commotion, act of terrorism, or sabotage;</p> <p>(b) nationwide strikes, works to rule or go-slows that extend beyond the plants to be utilized by Seller or are widespread or nationwide, or that are of a political nature;</p> <p>(c) radioactive contamination or ionizing radiation originating from a source outside or inside the Philippines.</p> <p>(d) public disorders, civil disturbance, campaigns of terrorism, piracy, riots or violent demonstrations;</p> <p>(e) any action or aggregation of actions or failure to act by any Governmental Authority, including expropriation, requisition, confiscation, nationalization or other compulsory acquisition; export or import restriction or other restrictions, rationing or allocations imposed by any Governmental Authority (in each instance, occurring in the Philippines); the denial of or delay in the granting of any approval,</p> | | |
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| | | <p>consent, authorization or other requirement mandated by any Legal Requirement, the failure of any such approval, consent, authorization or other requirement (including the ERC Approval) once granted to remain in force and effect or to be renewed on substantially similar terms;</p> <p>(f) unavailability of power from the Grid;</p> <p>(g) any System Emergency or Transmission Failure that may affect the delivery by SELLER, or acceptance by BUYER, of power (except if due to the act or omission of the Party seeking to claim an Event of Force Majeure, unless otherwise due to an Event of Force Majeure). In case of disagreement as to the existence of a Transmission Failure, the Parties shall secure the necessary certification from NGCP, which certification shall bind both Parties;</p> <p>(h) appropriate actions taken in response to any orders, warnings or advice given by a Governmental Authority or the System Operator for safety reasons to implement emergency shutdown (except if due to the act or omission of the Party seeking to claim an Event of Force Majeure, unless otherwise due to an Event of Force Majeure); and</p> <p>For the avoidance of doubt, (i) the breakdown or failure of equipment or machinery of the Power Plant, or the delay or inability to procure fuel, if applicable, for the Power Plant shall not in itself be considered as an Event of Force Majeure, unless otherwise due to an Event of Force Majeure and (ii) any (x) interruption of the Power Plant’s generating capability resulting in an unplanned reduction or suspension of the electrical output from the Power Plant and/or unavailability of capacity in whole or in part from the Power Plant; (y) automatic shutdown of any part of the Power Plant; and (z) other unavailability of the Power Plant for operation, that is due to an Event of Force Majeure, it shall be treated for all purposes of this Agreement as an Event of Force Majeure and not as a scheduled outage or a forced outage.</p> <p>In the case of Force Majeure Event affecting SELLER including System Emergency, and there is available supply from another source, SELLER shall continue to supply LUECO at prevailing Generation Rate or WESM Price at LUECO’s Market Trading Node, whichever is lower. SELLER shall</p> | | |
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| | | <p>guarantee 100% availability of supply at prevailing Generation Rate regardless of source plant’s availability or unavailability. For the avoidance of doubt, the Power Supplier shall not be entitled to claim any of its act or omission as Force Majeure.</p> <p>For reference, “System Emergency” refers to any unforeseeable condition affecting the System (as defined in the Grid Code), which may cause (i) the disconnection of the Power Plant from the Luzon Grid, or any disruption in the supply of electric energy from the Power Plant for reasons other than a forced outage, or (ii) suspension of electric energy off-take from SELLER in order to prevent or avoid significant disruption of service to BUYER or danger to life or property</p> <p>8.3 Effect of Force Majeure</p> <p>8.3.1 Except as provided in Section 8.5, the affected Party shall be excused from performance to the extent affected and shall not be considered to be in default in respect of any obligation under this Agreement (including any obligation of BUYER to pay the Total Generation Cost) for so long as failure to perform such obligation shall be due to an Event of Force Majeure.</p> <p>8.3.2 If any Event of Force Majeure prevents BUYER from taking capacity and/or energy from SELLER, SELLER may sell such capacity and energy to third parties, on terms which permit SELLER to recommence sales to BUYER following the discontinuance of such Event of Force Majeure affecting BUYER upon twentyfour (24) hours’ prior written notice.</p> <p>8.4 Effect of Extended Force Majeure</p> <p>If any Event of Force Majeure prevents SELLER from making available the electricity required by BUYER or BUYER from accepting electricity, in each case for a continuous period of more than one hundred eighty (180) days, then either Party may upon written notice, require the other Party to meet as soon as practicable to reasonably discuss any modification, change or amendment of this Agreement under such reasonable terms, to the extent necessary to resolve the issues arising</p> | | |
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| | | <p>from the Event of Force Majeure and maintain, to the extent feasible, the rights and obligations of the Parties under this Agreement.</p> <p>If the Parties do not reach such satisfactory solution prior to the end of such one hundred eighty (180) Day-period from receipt of notice to discuss, or such other time as may be agreed upon, either Party may terminate this Agreement in accordance with Section 14.8.</p> <p>8.5 Certain Events Not Excused</p> <p>The provisions of this ARTICLE 8 shall not excuse:</p> <p>a. the late payment of money, except when such late payment is caused by an Event of Force Majeure, and in such case, such late payment shall be excused and not subject to late payment interest; or</p> <p>b. delays resulting from reasonably foreseeable unfavorable weather or reasonably foreseeable unsuitable ground or sea conditions or other similar reasonably foreseeable adverse conditions, the effects of which could demonstrate as incapable of being prevented by actions in accordance with Prudent Operating Practices.</p> <p>8.6 Procedure</p> <p>8.6.1 As soon as possible following the occurrence of any Event of Force Majeure (or, if known in advance of the Event of Force Majeure, promptly upon such knowledge), if either Party desires to invoke such Event of Force Majeure as a cause to excuse or delay performance of any obligation (other than the payment of money) hereunder, it shall advise the other Party in writing of the date, nature and expected duration of such Event of Force Majeure; provided that such notice must be sent (a) by SELLER to BUYER immediately and in any event within twentyfour (24) hours after SELLER becomes aware of such Event of Force Majeure and (b) by BUYER to SELLER as soon as reasonably possible and in any event within twenty-four (24) hours after BUYER becomes aware of such Event of Force Majeure.</p> | | |
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| | | | <p>8.6.2 As soon as practicable from time to time during the Event of Force Majeure, and also within five (5) Days following the termination of the then-known effects of such Event of Force Majeure, the Party having invoked such Event of Force Majeure shall submit to the other Party reasonable proof of such Event of Force Majeure and its effect upon such Party’s performance of its obligations under this Agreement.</p> <p>8.6.3 During the existence and continuance of any Event of Force Majeure (including the effects and consequences thereof), the Parties shall:</p> <p>a) make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay or non-performance occasioned by any Event of Force Majeure including recourse to alternate acceptable sources of services, equipment and materials;</p> <p>b) use their best efforts to ensure resumption of normal performance of this Agreement after the termination of any Event of Force Majeure and shall perform their obligations to the maximum extent practicable and agreed between the Parties; and</p> <p>c) continue to provide the other Party with weekly updated reports as to the nature of the delay and its effect upon the time of performance.</p> | | |
| 107 | PSA | Article 8 Force Majeure Section 8.2 Instances of Force Majeure Section 8.2.1 Acts of God | <p>(a) The event or calamity is of the degree or intensity that the continued operation of the Parties would lead to death or injury of the Parties’ employees or agents;</p> <p>(b) The event or calamity is of the degree or intensity that the continued operation of the Parties would be of great hazard to the security and safety of the public.</p> | <p>Suggest to reword as follows:</p> <p>(a) The event or calamity is of the degree or intensity that the continued operation of the affected Party would lead to death or injury of the parties' affected Party's employees or agents;</p> <p>(b) The event or calamity is of the degree or intensity that the continued operation of the affected Party would be of great hazard to the security and safety of the public.</p> | <p>Well taken. This will be subject for an amendment to be posted on our bid bulletin.</p> <p>Well taken.</p> |

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| 108 | PSA | Article Conditions Precedent | 13 | <p>ARTICLE 13 CONDITIONS PRECEDENT</p> <p>13.1 BUYER Conditions Precedent.</p> <p>(iii) Government Authorizations. All governmental authorizations (except ERC) which are required to have been obtained in connection with the execution, delivery and commencement of performance of this Agreement, shall have been obtained and be in full force and effect.</p> <p>13.2 SELLER Conditions Precedent.</p> <p>(iii) Government Authorizations. All governmental authorizations (except ERC) which are required to have been obtained in connection with the execution, delivery and commencement of performance of this Agreement, shall have been obtained and be in full force and effect.</p> | Please clarify the use of these various terminologies. | <p>Examples of Government authorizations include but not limited to: Certificate of Compliance (COC) or Provisional Authority to Operate (PAO), RPS Certificate of Eligibility, etc.</p> <p>Examples of Government authorizations include but not limited to: BIR Registration, SEC Registration, Business Permit, etc.</p> |
| 109 | PSA | Article 17 Dispute Resolution | | <p>17.1 Regular Meetings. Throughout the term of this Agreement, authorized representatives of BUYER and SELLER shall meet regularly to discuss any concern arising from the implementation of the Agreement to ensure that arrangements between Parties proceed on a mutually satisfactory basis.</p> <p>17.2 Amicable Settlement. The Parties shall endeavor in the first instance to resolve any dispute, controversy, claim or difference of any kind whatsoever in connection with, or arising out of, this Agreement (including, without limitation, the breach, termination or validity of this Agreement) (a “Dispute”) for a period of thirty (30) Days after the receipt by one Party of a written notice from the other Party of the existence of the Dispute, by mutual discussions between the Parties. To this end, on or before seven (7) Days after receipt of written notification that a Dispute exists, each of SELLER and BUYER shall designate in writing to the other a representative who shall be tasked to seek to resolve by an agreement between them any Dispute.</p> <p>17.3 ERC Proceedings/Arbitration</p> <p>Provided that the ERC has jurisdiction over a Dispute between the Parties within its administrative authority, any such Dispute that is not resolved under Section 17.2 shall be referred to and shall be heard and resolved by the ERC in accordance with its rules on practice and</p> | <p>If the parties fail to resolve/collect a payment default will the collection case fall under the ERC jurisdiction?</p> <p>If not, may we suggest to include a resolution process through civil courts?</p> | <p>Matters concerning the rates and the collection case arising from a dispute on the rates and charges fall under the jurisdiction of the ERC.</p> <p>The main reason why there is no provision on the resolution process through civil courts, is precisely to avoid the dragging of the case.</p> |

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| | | | <p>procedure. Otherwise, the Dispute shall be finally resolved by binding arbitration under the PICCR Arbitration Rules (the "Arbitration Rules") in force on the date of commencement of the arbitration, which Arbitration Rules are deemed to be incorporated by reference into this provision (save as otherwise provided for in this ARTICLE 17) by three (3) arbitrators (the "Tribunal") appointed under the Arbitration Rules. The place and seat of the arbitration shall be Philippines.</p> <p>The Parties agree that the Tribunal shall not have the power to award damages inconsistent with Section 14.3.</p> <p>17.5 Each Party shall appoint an arbitrator within thirty (30) Days of the commencement of an arbitration, and the two Party-appointed arbitrators shall, within thirty (30) Days after the date of this appointment of the second Party-appointed arbitrator, jointly appoint a third arbitrator who shall act as Chairman of the Tribunal. Any arbitrator not appointed within the time limits set forth in this provision shall be promptly appointed by the PICCR.</p> <p>17.6 The arbitration shall be conducted in the English language and all documents submitted in connection with such proceeding shall be in the English language.</p> <p>17.7 During the pendency of the ERC proceedings or arbitration under Section 17.3, SELLER shall continue to deliver electricity to BUYER so long as payments are current to perform its obligations hereunder, and BUYER shall continue to pay all amounts due hereunder in accordance with the provisions of this Agreement.</p> | | |
| 110 | PSA | Article 20 Miscellaneous | <p>20.1 Entire Agreement.</p> <p>This Agreement constitutes the entire agreement between BUYER and SELLER concerning the subject matter of this Agreement and supersedes any prior agreement, understanding, undertaking or arrangement between the Parties relating to the subject matter of this Agreement. All previous documents, undertakings and agreements, whether verbal, written or otherwise, between the Parties concerning</p> | <p>We suggest to include this provision as 20.1.4</p> <p>20.1.4 This Agreement may be entered into in counterparts and by the Parties in separate counterparts, and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, and taken</p> | <p>It is already provided under Article 20, Section 20.12.</p> <p><i>20.12 Counterparts. This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts, and each of the executed counterparts, when duly exchanged or delivered, shall be</i></p> |

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| | | | <p>the subject matter of this Agreement are hereby cancelled and shall not affect or modify any of the terms or obligations set out in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the Appendices and/or the Schedules.</p> <p>20.1.1 The Appendices, Schedules and Terms of Reference (TOR) are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.</p> <p>20.1.2 In the event of any inconsistency between the text of the Articles of this Agreement, the Appendices and the Schedules hereto, the text of the Articles of this Agreement shall be controlling. If any such inconsistency shall become apparent, BUYER and SELLER shall consult to resolve the inconsistency in a manner consistent with the foregoing.</p> <p>In case of inconsistency between the text of the Articles of this Agreement and the Terms of Reference (TOR), the latter shall prevail.</p> <p>20.1.3 The Parties acknowledge and agree that by entering into this Agreement, they do not rely on any statement, representation, assurance or warranty of any Person (whether a party to this Agreement or not and whether made in writing or not) other than as expressly set out in this Agreement.</p> | together, they shall constitute one and the same instrument. | <i>deemed to be an original, but taken together, they shall constitute one and the same instrument, provided that this Agreement shall be effective only on the date of the signature of the last signing Party.</i> |
| 111 | PSA | Article 20 Miscellaneous | | Suggest to include Provision of Data Privacy | Well taken. This will be appended in Section 20.11. This will be posted on our bid bulletin. |
| 112 | PSA | Section 20.3 Waivers | 20.3.3 The parties shall not, through mutual agreement, or consent or acquiescence of the other, waive any rights or obligations under this contract that may prejudice the rights of consumers. | We suggest to delete this provision. | Section 12 of Annex A of ERC Resolution 16, Series of 2023, provides that the PSA shall include the minimum terms and conditions prescribed in Appendix C1, PSA Template for Financial PSA. Section 20.3 of the PSA was extracted from the aforementioned PSA Template. Hence, BAC cannot delete said provision. |
| 113 | PSA | | | <p>We suggest to include a provision on ERC Approval.</p> <p><i>a. Within thirty (30) Days from execution of this Agreement, the Parties shall file a Joint Application for Approval of this Agreement with the ERC ("ERC</i> </p> | It is already provided under Section 13.1.2.1 of the PSA. |

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| | | | | <p><i>Application”) and shall exert their best efforts to secure the ERC’s Provisional Approval, Interim Relief, and/or Final Approval of this Agreement as promptly as practicable in accordance with prevailing ERC guidelines, and shall fully cooperate with each other with respect to the ERC Application. The Buyer shall, within five (5) Days from receipt of the written approval of the Agreement from the ERC, provide a copy of such approval to the Seller.</i></p> <p><i>b. 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 requires an amendment thereof, the Seller shall file a motion for reconsideration of such decision within fifteen (15) Days from receipt thereof, and before the decision attains finality.</i></p> <p><i>c. In the meantime, upon receipt of the ERC decision requiring amendments to the Agreement, the Parties shall cooperate in good faith to address the ERC modification of the Agreement and/or to negotiate amendments to the Agreement. In the event that the Parties agree to an amended Agreement, the Parties shall file the amended Agreement for approval by the ERC within thirty (30) Days from the execution of such amended Agreement.</i></p> <p><i>d. In the event that a) the Parties cannot agree to amend the Agreement within ninety (90) Days from filing of the Motion for Reconsideration, or b) the ERC issues an order or resolution denying the motion for reconsideration or granting the same but still with any material term or condition that is not acceptable to the Parties, c) ERC disapproves the amended Agreement, or d) the Motion for Reconsideration is not resolved within ninety (90) Days from the date it</i></p> | <p>Filing of a Motion for Reconsideration is a legal remedy available to the SELLER and need not be explicitly stated in the contract.</p> <p>Well taken. This will be appended under Section 13.1.2.1.</p> <p>In the event that parties cannot agree, there are other legal courses of action: either to file the denial of the MR to the Court of Appeals, or file a Petition for Certiorari under Rule 65 of the Rules of Court to the SC in case of grave abuse of discretion.</p> <p>In the event either party insists on the early termination of the Contract without the approval of the ERC, please take</p> |
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| | | | | <i>is filed, either Party may terminate the Agreement, or the amended Agreement, as the case may be, after thirty (30) Days prior written notice to the other Party."</i> | <p>note of Art. 14.3 on Liquidated Damages on the part of the Seller or the Buyer.</p> <p>The approval of ERC in case of mutual termination is required to safeguard the interests of the consumers. Without such approval, the liquidated damages would serve the purpose for which it is intended.</p> |
| 114 | PSA | | | <p>"Suggest to include a Provision on Security Deposit</p> <p><i>_.1 The BUYER shall not be required by the SELLER to post Security Deposit upon the execution of this Agreement. In any case that the BUYER fail to pay in full its current power bill invoice on or before its Due Date, it shall be required to post a Security Deposit within fifteen (15) days of the immediately succeeding Billing Period after the Due Date equivalent to one hundred percent (100%) of the average monthly power bill invoice for the Billing Periods from Delivery Date up to the current Billing Period. Failure of the BUYER to post the required Security Deposit within such period shall be deemed a BUYER's event of default pursuant to Section 12.1.2 and may result to the suspension of supply, disconnection or termination of this Agreement.</i></p> <p><i>_.2 Form. The Security Deposit shall be in the form of cash, cash bond, manager's or cashier's check, bank certified check, irrevocable stand-by letter of credit, performance bond or bank guarantee "callable on demand" issued by a financial institution, or any other forms of security, such as but not limited to escrow account to be administered by a bank acceptable to the SELLER, in such form and substance acceptable to the SELLER.</i></p> <p><i>_.3 Depletion of Security Deposit. In case the Security Deposit is fully or partially depleted, the BUYER shall replenish the Security Deposit to meet the required</i></p> | <p>The Seller is entitled to Liquidated Damages in case of Buyer's Event of Default under Article 14.2 letter (f)</p> <p><i>"14.3.2 Upon the occurrence of a BUYER Event of Default that affects the ability of BUYER to receive and pay for the electricity in accordance with this Agreement and results in the early termination of this Agreement (and without prejudice to any other provisions of this Agreement prior to such termination), SELLER shall be entitled to Liquidated Damages in lieu of all other damages to which it may be entitled in respect of such Event of Default, equivalent to two (2) months' worth of electricity payment calculated as the sum of the previous two (2) months' worth of electricity payments made by BUYER to SELLER, net of any deductions that the Law may require."</i></p> |

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| | | | | <p><i>amount not later than thirty (30) Days from receipt of SELLER's Notice of Collection.</i></p> <p><i>_.4 Failure to Maintain Security Deposit. If the BUYER fails to maintain a full amount of the required Security Deposit for a period of more than thirty (30) Days, the SELLER reserves the right to (i) discontinue supply of electric energy; (ii) terminate this Agreement; and/or (iii) exercise all applicable legal remedies under the law and rules and regulations.</i></p> <p><i>_.5 Release of Security Deposit. Within seven (7) Business Days from payment of BUYER's power bill invoice for the last Billing Period following the termination or expiration of this Agreement, the SELLER shall return or release the Security Deposit posted by the BUYER, including actual interest earned, less any deductions allowed under the ERC Rules or this Agreement that the SELLER may apply thereto for any amount owed by the BUYER to the SELLER under this Agreement. Security Deposits, except those in the form of irrevocable standby letter of credit or performance bond, or bank guarantee, shall earn actual interest based on the prevailing savings account deposit rate of the bank specified by the SELLER which and shall be computed beginning actual payment of the Security Deposit until release of the same."</i></p> | |
| 115 | PSA | Schedule 2 Acceptable Banks for the Issuance of SBLC | <p>SCHEDULE 2</p> <p>ACCEPTABLE BANKS FOR THE ISSUANCE OF SBLC</p> <ol style="list-style-type: none">1. Bank of the Philippine Islands2. BDO Unibank, Inc.3. Development Bank of the Philippine4. Land Bank of the Philippines5. Metropolitan Bank and Trust Company | Suggest to include Bank of Commerce. | Please refer to the comment above on Q65. |

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| | | | 6. Philippine National Bank 7. China Banking Corporation | | |
| 116 | PSA | General Comment/s | | <p>Include the following terms in Article 1, Section 1.1 Definition:</p> <p>1. Provisional Invoice</p> <p>2. Contract Year</p> <p>Delete the following terms in Article 1, Section 1.1 Definition: (not used or not relevant used in the body of the PSA)</p> <p>1. T-Bill Rate</p> <p>2. Year</p> | <p>Well taken. This shall be posted on a separate supplemental bid bulletin.</p> <p>“Provisional Invoice” has the meaning given to it in SCHEDULE 5.</p> <p>“Contract Year” refers to a defined 12-month period within the PSA Cooperation Period starting Commencement Date and repeat annually throughout the agreement. Not necessarily Calendar Year.</p> <p>T-Bill Rate was used in Section 5.2.5 and Section 5.2.6 of the PSA</p> <p>This refers to Calendar Year. It has to be amended on a bid bulletin.</p> |