



BIDDING
PEAKING CONTRACT CAPACITY OF 300 MW (NET), EFFECTIVE 26 MARCH 2023

BID BULLETIN NO. 2

To all Interested Bidders:

1. The Bid Submission Deadline and Opening of Document Submissions on 1 March 2023 will be conducted fully online via Zoom. For the physical submission of the Original Copy box of the Document Submissions, the venue indicated in the in the TOR/Invitation to Bid (published on 23 and 30 December 2022) and Instructions to Prospective Bidders (dated 23 December 2022) (IPB) will be changed to the **Lobby, PowerTech Building, Meralco Center, Ortigas Ave., Pasig City**. However, in consideration of the necessary health and safety precautions, the receipt, handling, and custody of the Original Copy boxes and Reserve Price envelope after the Bid Submission Deadline and return by the TPBAC's authorized bank custodian, respectively, may, upon the TPBAC's sole discretion, be delegated to any member of the TWG present at the venue.
2. A matrix containing the set of queries that have been received by, and the corresponding responses of, the Meralco's Third Party Bids and Awards Committee ("TPBAC") is set out in **ANNEX A**;
3. A Checklist of Document Submissions, summarizing the Document Submissions of the Bidders as prescribed under Section 3 of the IPB and its Annexes, as amended or clarified by the Bid Bulletins, is set out in **ANNEX B**;
4. The House Rules containing the guidelines and rules to be observed during the Bid Submission Deadline and Opening of Document Submissions are set out in **ANNEX C**;
5. An updated soft copy file version of the Financial Evaluation Workbook, to reflect the, among others, the amended Required Contract Period (i.e. now 26 March 2023 to 25 July 2023) and updated ForEx (Php/USD), will be released in your respective cloud-based folders containing the Bidding Documents.
6. The instructions to upload to a cloud-based folder the Document Submissions of the Interested Bidders, as well as the Zoom registration details, designated meeting IDs, passcodes, links, and such other information necessary to join the virtual/online Bid Submission Deadline and Opening of Document Submissions shall be provided by the TPBAC Secretariat to the emails of the

Interested Bidders' authorized representatives on or before **9:00 A.M. of 22 February 2023**; and

7. The Interested Bidder's authorized representative/s (indicated in the latest Expression of Interest) or designated persons authorized through, and possessing, Special Powers of Attorney, who will submit the Original Copy box should submit on or before **4:00 P.M. of 28 February 2023** to the Safety and Security Office of MERALCO (c/o the TPBAC Secretariat's e-mail) the details of the vehicle make, plate number, driver, and passenger/s) and shall:
 - a. Bring his/her original vaccination card and must be fully vaccinated (i.e. at least 14 days from the last dose) on the day of the event. For clarity, to avoid delay or prevention of entry to the MOC, the driver of the vehicle, despite not being tasked to disembark and submit the original copy box, is required to bring also his/her original vaccination card and must be fully vaccinated (i.e. at least 14 days from the last dose) on the day of the event; and
 - b. Wear the appropriate personal protective equipment (i.e. face mask).

For your guidance and information.

Issued on 15 February 2023.

Third Party Bids and Awards Committee ("TPBAC")
Manila Electric Company

(sgd)

Atty. Ferdinand A. Domingo
Chairman

COMPETITIVE SELECTION PROCESS (CSP) FOR CONTRACT CAPACITY OF 300 MW (NET), EFFECTIVE MARCH 26, 2023

FORMATTING/PROCEDURAL-RELATED QUERIES/COMMENTS					
		TOPIC / BID DOCUMENT REFERENCE	ARTICLE / SECTION / PAGE NO.	DISCUSSION OF COMMENTS / QUESTIONS FOR CLARIFICATION RECOMMENDATIONS / PROPOSED WORDING	TPBAC RESPONSE
1.		AFS / Instruction to Prospective Bidders	Section 3.1.4 (a) / Page 23 Annex QD-5 / Page 64	Section 3.1.3(a) in relation to Annex QD-5 requires Bidders to submit "a copy of the audited... financial statements of the Interested Bidder... duly stamped "received" by the Bureau of Internal Revenue (BIR) or Securities and Exchange Commission". Please confirm that pursuant to BIR Revenue Memorandum Circular Nos. 49-2020, 46-2021, and 40-2022, which allow the submission of the AFS through the eAFS system of the BIR, the electronic filing of the AFS and the consequent issuance of an email acknowledgment or confirmation thereof have the same effect as though the AFS were "duly stamped "received" by the BIR" and the Bidder may submit a print-out of this email acknowledgment and confirmation.	Yes, the submission of the print-out of the email acknowledgement or confirmation will be allowed.
2.		Bid Requirements and Instruction to Prospective Bidders	Bid Requirements / Page 11 Section 3.2 / Page 24 Annex TP-1 / Page 69	The Bid Requirements document provides that "the Nominated Plant/s shall be with one Delivery Point (for purposes of settlement and transfer of risk and loss)". However, the last sentence of the first paragraph of Section 3.2 of the Instruction to Prospective Bidders provides that "the Nominated Plant/s shall have separate delivery points for each power plant generating unit as registered with the WESM". Given this difference, we suggest that the wording in the Instruction to Prospective Bidders, i.e., that the Nominated Plant/s shall have separate delivery points , be adopted in the Bid Requirements document.	This is noted. The Bid Requirements provision (p.11) should read as follows: "Technical Proposal (Envelope 2) The Interested Bidder must identify the proposed power plant/s, that it or its direct shareholder representing Controlling interest is the developer of, owner of, and Controls, and has sufficient authority to enter into the offtake agreement with Meralco , which must be located in Luzon or Visayas and which must be capable of supplying the Offered Contract Capacity to Meralco for the Required Contract Period beginning on the Operations Effective Date ("Nominated Plant"). To reiterate, the Nominated Plant/s shall have separate delivery points for each power plant generating unit as registered with the WESM be with one Delivery Point (for purposes of settlement and transfer of risk and loss), which Delivery Point should be nearest to Meralco's load center, and subject to Meralco's approval. xxx"
3.		Summary of Bidding / Instructions to Prospective Bidders	Section 2.2 (e) / Page 10	May we confirm that in increasing the Offered Contract Capacity or changing an Interested Bidder's indicated Nominated Plant/s on or before 4:00PM of 26 January 2023, it can also still include additional Nominated Plant/s?	This understanding is correct. Please also note that pursuant to Supplemental Notice No. 2, issued on 6 February 2023, the new deadline is on or before 4:00 P.M. of 22 February 2023 .
4.		Certified true copy of documents / Instruction to Prospective Bidders	Sections 3.2 (b) to (f) / Page 24 Annex TP-1 / Page 18	Some of the requirements in Section 3.2(b) and the attachments to Annex TP-1 may be certified as true copies by the corporate secretary. May we suggest the revision of Sections 3.2 (b), (c), (d), (e) and (f) of the Instruction to Prospective Bidders and Annex TP-1 to include and allow certifications to be also issued by the assistant corporate secretary in as much as they are also authorized to issue such certifications.	Yes, any reference to the corporate secretary can be issued by the Assistant Corporate Secretary , especially if authorized under the company's by-laws to issue such certifications.

COMPETITIVE SELECTION PROCESS (CSP) FOR CONTRACT CAPACITY OF 300 MW (NET), EFFECTIVE MARCH 26, 2023

FORMATTING/PROCEDURAL-RELATED QUERIES/COMMENTS					
		TOPIC / BID DOCUMENT REFERENCE	ARTICLE / SECTION / PAGE NO.	DISCUSSION OF COMMENTS / QUESTIONS FOR CLARIFICATION RECOMMENDATIONS / PROPOSED WORDING	TPBAC RESPONSE
				In the alternative, may we request confirmation from the TPBAC that references to the corporate secretary in the bidding documents also refer to assistant corporate secretary.	
5.		Cloud-based online repository/folder / Instruction to Prospective Bidders	Section 3 / Page 21	The submission of the Qualification Documents, Technical Proposal, and Bid Price may be required to be uploaded to the cloud-based online repository/folder assigned to the Interested Bidder. To allow early uploading of documents, may we suggest that the Bidders be given access to the cloud-based online repository/folder at least five (5) calendar days before the Bid Submission Deadline.	This concern is well noted. The TPBAC will note this request in opening the access to the cloud-based online repository folder for the Bid Submission Deadline.
6.		Pagination of documents / Instruction to Prospective Bidders	Section 3.4.1 (b) / Page 30	<p>Since the instructions only suggest the type of paper when the documents will be printed, may we suggest and/or confirm that the Bidder be allowed to print the bid submission documents also in A4 size.</p> <p>May we clarify if pagination of the documents per envelope be in continuous sequence from the first document until the last document in the envelope?</p>	<p>1. This request is granted. A4 size paper may be used.</p> <p>2. The purpose of consecutive page numbering is to help the TPBAC easily find specific parts of the document and monitor/track for any missing pages in case the binders or clips are removed. For example, all documents in Envelope 1 should be paginated from pp. 1 to XXX; all documents in Envelope 2 should be paginated from pp. 1 to YYY, and for Envelope 3 should be paginated from pp. 1 to ZZZ.</p> <p>For Envelope 3, if the Original Copy of the Bid Security / Standby Letter of Credit is not allowed by the issuing bank to be annotated or written upon, a photocopy may stand in its place in the set of documents for purposes of maintaining the continuous pagination.</p>
7.		USB/thumb flash memory drives / Instruction to Prospective Bidders	Section 3.4.1 (e) / Page 30	<p>To confirm, how many USB/thumb flash memory drives are required and what are their contents?</p> <p>a. 3 per envelope (total of 9) – 3 USB containing QD, 3 USB containing TP, and 3 USB containing Bid Price</p> <p>b. 1 per envelope (total of 3) – 1 USB containing QD, 1 USB containing TP, and 1 USB containing Bid Price</p> <p>c. 1 per envelope (total of 3) – each 1 USB containing QD, TP, and Bid Price</p>	<p>Its "a. 3 per envelope (total of 9) – 3 USB containing QD, 3 USB containing TP, and 3 USB containing Bid Price."</p> <p>The purpose is for the TPBAC to prepare for technical difficulties during the Opening of the Bids (e.g. unable to download from the cloud-based online repository folder), so that each representative of the TPBAC, TWG and TPBAC Secretariat will have one (1) USB to open using their computers.</p>

COMPETITIVE SELECTION PROCESS (CSP) FOR CONTRACT CAPACITY OF 300 MW (NET), EFFECTIVE MARCH 26, 2023

INSTRUCTIONS TO PROSPECTIVE BIDDERS / BIDDING DOCUMENTS-RELATED QUERIES/COMMENTS					
		TOPIC / BID DOCUMENT REFERENCE	ARTICLE / SECTION / PAGE NO.	DISCUSSION OF COMMENTS / QUESTIONS FOR CLARIFICATION RECOMMENDATIONS / PROPOSED WORDING	TPBAC RESPONSE
8.		Conditions Precedent to OED / Invitation to Bid	Pages 1 to 2	<p>Please confirm that the Power Supplier shall only be obligated to commence supply upon issuance of the approval from the ERC.</p> <p>Will the contract expiration period remain to be 25 July 2023 even if the ERC approval was obtained after 26 February 2023?</p>	<p>Yes, only upon approval (provisional, interim or final) by the ERC. Moreover, based from recent issuances by the ERC of <i>Notices of Resolution</i> which notifies the parties in advance that their subject PSA has been approved (provisional/interim) by the ERC but the formal Order is yet to be released due to lack of material time promulgating the same, please note that MERALCO will consider the same as equivalent to the receipt of the actual Order itself and will already start to implement the PSA by issuing the appropriate nominations to the power supplier for the commencement of the supply.</p> <p>Yes, the contract Term will remain to be 25 July 2023 as this is stated/provided in MERALCO's 2022 Power Supply Procurement Plan (PSPP), however, as the PSA template provides, the Term may be renewed for an additional period of up to 1 year under the same terms and conditions, upon mutual agreement of the parties.</p>
9.		Supply and Replacement Power / Invitation to Bid	Page 4	<p>The Invitation to Bid states that "<i>should the Power Supplier fail to source from the Plant when it is Available, Meralco shall pay the lower between WESM price and Contract Price...</i>"</p> <p>The PSA is essentially a financial firm contract because the Power Supplier assumes, among others, all the risks in relation to the volatility of the Wholesale Electricity Spot Market ("WESM") prices and ensuring 100% availability of supply. With the assumption of these risks, and as long as the Power Supplier is able to provide the electricity requirement of Meralco from its portfolio of sources or from the WESM, we suggest that the cost of electricity be equal to the Contract Price.</p> <p>This will open the bid to a more diverse pool of Bidders and allow the Bidders to optimize their power supply sources, manage risks, and provide a competitive and compelling offer to Meralco.</p> <p>We propose the following revision: Supply and Replacement Power</p> <ul style="list-style-type: none"> • xxx xxx • xxx xxx <p>Supply shall primarily be sourced from the Plant, the WESM, or any other source at the Contract Price, provided that when the Plant is not capable of delivering a portion of or the entire Contract Capacity, Power Supplier shall supply from the WESM or any other source, to be paid for by Meralco at the lower of between the WESM price and Variable Price (in each case inclusive of all relevant transaction costs and taxes).</p>	<p>Current replacement power provision is aligned with PSAs approved by ERC previously. The proposal may not be considered "least cost" by the ERC, particularly when WESM price turns out to be lower.</p> <p>Since this IPSA is physical in nature and Power Supplier should primarily source its supply from its Plant, setting the Replacement Power price as the lower between the WESM price and Contract Price will ensure that the Power Supplier will have an incentive to keep its Plant operational.</p>
10.		Supply and Replacement Power / Invitation to	Page 4	<p>The Invitation to Bid provides that "[a]t the time of the OED of the PSA, no capacity and electrical output of the Plant, within the Contract Capacity and Availability of Supply, shall be contracted under an agreement apart from the resulting PSA." On the other hand, under the Instruction to Prospective</p>	<p>If the proposed revisions are related to a common concern that if the Bidder/power suppliers' Nominated Plants are contracted to other offtakers (NGCP/RES,etc.), it would be acceptable for MERALCO if such contracts allow the Bidder/power supplier to offer and deliver supply to</p>

COMPETITIVE SELECTION PROCESS (CSP) FOR CONTRACT CAPACITY OF 300 MW (NET), EFFECTIVE MARCH 26, 2023

INSTRUCTIONS TO PROSPECTIVE BIDDERS / BIDDING DOCUMENTS-RELATED QUERIES/COMMENTS					
		TOPIC / BID DOCUMENT REFERENCE	ARTICLE / SECTION / PAGE NO.	DISCUSSION OF COMMENTS / QUESTIONS FOR CLARIFICATION RECOMMENDATIONS / PROPOSED WORDING	TPBAC RESPONSE
		Bid Offtake Agreement/ Instructions to Prospective Bidders	Section 3.1.2 (f) / Page 22 Annex QD-3 / Page 57	<p>Bidders, one of the required attachments to Annex QD-2 is <i>"a notarized certification... that the Offered Contract Capacity from the Nominated Plant, for the entire Required Contract Period, is not covered by any offtake agreement ... that will conflict with the Bidder's obligation should it be declared the Winning Bidder."</i></p> <p>We wish to request for confirmation that the purpose of the certification is to ensure that the Bidder has the capacity to deliver the Contract Capacity during the peak hours of Meralco (9:00AM to 9:00 PM) ("Meralco's Peak Hours"). If so, we request that the "offtake agreement" be defined and limited only to those contracts that will impair the capacity of the Bidder to deliver said obligation.</p> <p>Offtake agreements do not include agreements or arrangements by Bidders for the purchase, sale, administration, or management of the output of its Nominated Power Plant/s or portfolio of plants. In fact, these agreements, which are private in nature are not subject to the approval of the Energy Regulatory Commission, and are directly necessary or indispensable to enable the Bidder to participate in the bid and perform its obligations to deliver the Offered Contract Capacity.</p> <p>Further, non-firm ancillary services procurement agreement ("ASPA") with the National Grid Corporation of the Philippines ("NGCP") or even firm ASPAs (which are not offered during the Meralco peak hours) should be excluded as these do not preclude the Bidder from delivering the Offered Contract Capacity during Meralco's Peak Hours. Non-firm ASPAs do not prohibit the Bidder from allocating a portion of its capacity for regular supply to Meralco and only offering the remaining capacity above the regular supply to NGCP.</p> <p>Considering the foregoing, we suggest that the term 'offtake agreement' be defined in the IPB and included in Section 9 as follows:</p> <p>"Offtake Agreement" means any power supply agreement that will make the Offered Contract Capacity unavailable during Meralco's peak hours (9:00AM to 9:00PM).</p> <p>For avoidance of doubt, Offtake Agreements shall not include agreements between the Bidder and owner of the Nominated Power Plant/s for the purchase, administration, or management of the latter's output or capacity. Further, it does not include ancillary services procurement agreements entered into by the Bidder with the NGCP which supply does not cover Meralco's Peak Hours.</p> <p>May we seek confirmation that the offtake agreements do not include the following:</p>	MERALCO during the TOR-indicated MERALCO Peak Hours, then, yes, for as long as the concern of MERALCO that the Nominated Plants are able to commit, offer and deliver the Bidder's Offered Contract Capacity during the TOR-indicated MERALCO Peak Hours is satisfied, then the proposed revisions as to the definition of "offtake agreement" and Meralco's Peak Hours are no longer needed and the Certification that Nominated Plant is Uncontracted may be executed as is.

COMPETITIVE SELECTION PROCESS (CSP) FOR CONTRACT CAPACITY OF 300 MW (NET), EFFECTIVE MARCH 26, 2023

INSTRUCTIONS TO PROSPECTIVE BIDDERS / BIDDING DOCUMENTS-RELATED QUERIES/COMMENTS					
		TOPIC / BID DOCUMENT REFERENCE	ARTICLE / SECTION / PAGE NO.	DISCUSSION OF COMMENTS / QUESTIONS FOR CLARIFICATION RECOMMENDATIONS / PROPOSED WORDING	TPBAC RESPONSE
				<p>(a) the offtake agreement will commence after 26 July 2023;</p> <p>(b) agreements similar to independent power producer administration agreements or to private commercial arrangements or agreements between the Bidder and the Nominated Power Plant for the sale, administration, management of the output or capacity of the Nominated Power Plant.</p> <p>(c) the offtake agreement only covers partial capacity of the Nominated Plant such that the capacity of the plant can accommodate both the offtake agreement and the Offered Contract Capacity without any conflict;</p> <p>(d) the offtake agreement only covers hours not covered by the peak hours of Meralco (9:00 am – 9:00pm), thus the non-peak hours (9:01pm – 8:59am);</p> <p>(e) the offtake agreement is in the form of a non-firm ASPA which allows the Bidder to nominate capacity only when there is availability.</p> <p>(f) the offtake agreement is in the form of a firm ASPA which is not in conflict with Meralco's Peak Hours.</p>	
11.		Certification that Nominated Plant is Uncontracted	Annex QD-3 / Page 57	<p>Pursuant to the discussions above regarding the scope of an offtake agreement that will not conflict with the Bidder's obligation, we suggest that Annex QD-3 be revised as a certification confirming the available capacity on Operations Effective Date, as follows:</p> <p>Certification that Nominated Plant is Uncontracted<u>Available</u></p> <p>xxx</p> <p>... is not covered by any offtake agreement (e.g., a power supply agreement or firm ancillary services procurement agreement, including a financial-type arrangement of power supply agreement) that will conflict with the Bidder's obligation <u>to supply during Meralco's Peak Hours (9:00AM to 9:00PM)</u> should it be declared the Winning Power Supplier.</p>	(see response above)
12.		Definition of Bidder / Instruction to Prospective Bidders	Sections 9 / Page 43	<p>Consistent with the above suggestions, may we suggest the following revisions to the following:</p> <p>We suggest that the definition of "Bidder" be revised, and the definition of "Offtake Agreement" be included, as follows:</p> <p>9.13 "Bidder" means any partnership, consortium, or corporation that participates in the Bidding process <u>that owns the Nominated Power Plant or portfolio of plants, or exercises Control, management or administration over the output or capacity of the Nominated Power Plant, or portfolio of plants.</u></p>	We would like to ask for clarification as to the possible administration/management setup that the Bidder <i>vis-à-vis</i> its Nominated Plant will be under. Note that MERALCO only wants to ensure that the Bidder can irrevocably commit the offered capacity to MERALCO for the whole Term of the PSA, wherein it cannot be vetoed or overruled by other entities during the Term of the PSA – hence, the requirement that the Bidder's Nominated Plant/s should be owned by "[itself], or its direct shareholder representing Controlling interest is the developer of, owner of, and Controls, and has sufficient authority to enter into the offtake agreement with Meralco."

COMPETITIVE SELECTION PROCESS (CSP) FOR CONTRACT CAPACITY OF 300 MW (NET), EFFECTIVE MARCH 26, 2023

INSTRUCTIONS TO PROSPECTIVE BIDDERS / BIDDING DOCUMENTS-RELATED QUERIES/COMMENTS					
		TOPIC / BID DOCUMENT REFERENCE	ARTICLE / SECTION / PAGE NO.	DISCUSSION OF COMMENTS / QUESTIONS FOR CLARIFICATION RECOMMENDATIONS / PROPOSED WORDING	TPBAC RESPONSE
				<p>9.40 "Offtake Agreement" means any power supply agreement that will make the Offered Contract Capacity unavailable during Meralco's peak hours (9:00AM to 9:00PM).</p> <p>For avoidance of doubt, Offtake Agreements shall not include agreements between the Bidder and owner of the Nominated Power Plant/s for the purchase, administration, or management of the latter's output or capacity. Further, it does not include ancillary services procurement agreements entered into by the Bidder with the NGCP which supply does not cover Meralco's Peak Hours</p> <p>Pursuant thereto, we likewise suggest the revision of Section 3.2 as follows:</p> <p>The Interested Bidder must identify the proposed power plant/s that (a) it administers or manages the output or capacity of, (b) it or its direct shareholder representing Controlling interest is the developer of, owner of, and Controls, and (c) has sufficient authority to enter into the offtake agreement with Meralco...</p> <p>As well as the revision of Annex TP-1, as follows:</p> <ol style="list-style-type: none"> 1. Proof that (a) the Bidder administers or manages the output or capacity of the Nominated Plant, or (b) the Bidder or its direct shareholder representing Controlling interest is the developer of, owner of, and Controls, the Nominated Plant, and (c) has sufficient authority to enter into the offtake agreement with Meralco; <p>And the revision of Annex QD-1A, as follows:</p> <ol style="list-style-type: none"> 1. xxx 2. I am the duly elected (corporate secretary/assistant corporate secretary) of (name of owner of the Nominated Plant or name of Bidder that exercises control, management, or administration over the output or capacity of the Nominated Plant or portfolio of plants) (the "Company"), a (partnership/corporation) organized and existing under and by virtue of the laws of the Republic of the Philippines. 3. The Company [owns, and/or operates and maintains/administers and manages the output of] a (specify details of the Nominated Plant, such as capacity and plant type) located in (specify location). 	<p>As discussed above, the Technical Proposal of the Bid Requirements will now read to reflect the correct requirement stated in Section 3.2 of the Instructions to Prospective Bidders dated 23 December 2022 ("IPB"), to wit:</p> <p>"Technical Proposal (Envelope 2)</p> <p>The Interested Bidder must identify the proposed power plant/s, <u>that it or its direct shareholder representing Controlling interest is the developer of, owner of, and Controls, and has sufficient authority to enter into the offtake agreement with Meralco,</u> which must be located in Luzon or Visayas and which must be capable of supplying the Offered Contract Capacity to Meralco for the Required Contract Period beginning on the Operations Effective Date ("Nominated Plant"). To reiterate, the Nominated Plant/s shall <u>have separate delivery points for each power plant generating unit as registered with the WESM</u> be with one Delivery Point (for purposes of settlement and transfer of risk and loss), which Delivery Point should be nearest to Meralco's load center, and subject to Meralco's approval. xxx"</p>

COMPETITIVE SELECTION PROCESS (CSP) FOR CONTRACT CAPACITY OF 300 MW (NET), EFFECTIVE MARCH 26, 2023

INSTRUCTIONS TO PROSPECTIVE BIDDERS / BIDDING DOCUMENTS-RELATED QUERIES/COMMENTS											
		TOPIC / BID DOCUMENT REFERENCE	ARTICLE / SECTION / PAGE NO.	DISCUSSION OF COMMENTS / QUESTIONS FOR CLARIFICATION RECOMMENDATIONS / PROPOSED WORDING	TPBAC RESPONSE						
				<div>4. At a (regular/special) meeting of the board of directors of the Company, held on (date) at (place), in which meeting a quorum was present and acting throughout, the following resolutions were passed and approved:</div> <div>RESOLVED, AS IT IS HEREBY RESOLVED, that the (name of owner of the Nominated Plant <u>or name of Bidder that exercises control, management, or administration over the output or capacity of the Nominated Plant or portfolio of plants</u>) (the "Company") be, and is hereby, authorized to participate in the Bidding to make available the Contract Capacity and supply associated energy, under the terms and conditions set out in the PSA template, to the Manila Electric Company pursuant to its competitive selection process for Contract Capacity of 300 MW (net), effective 26 February 2023 ("Project");</div> <div>xxx</div>							
13.		Recitals / PSA Template	Recitals (B) / Page 1	<div>Given the suggested revision of the term "Bidder" above, we likewise suggest the revision of Recital (B) in the PSA Template, as follows:</div> <div>B. Power Supplier [owns and operates/is the administrator and manager of the output of] a [•] located at [•], on the island of [Luzon] in the Philippines (the "Plant").</div>	(see response above)						
14.		Technical characteristics of the Plant / Instruction to Prospective Bidders	Section 3.2 (a) / Page 24	May we inquire how the Bidder will comply with the requirement in Section 3.2 (a) on the "evidence of compliance to the technical requirements stated in the Invitation to Bid's Terms of Reference Table"? May we suggest that a Bidder instead submit a Certification confirming that the Bidder has complied with the requirements of the ITB's TOR?	<div>The submission of a Certification with correctly filled out ANNEX TP-1 table that shows:</div> <table><tr><td></td><td>Requirement</td><td>Bidder's Submission</td></tr><tr><td>Offered Contract Capacity</td><td>• At least 50 MW (net)</td><td>[Must be 50 MW (net) or more]</td></tr></table>		Requirement	Bidder's Submission	Offered Contract Capacity	• At least 50 MW (net)	[Must be 50 MW (net) or more]
	Requirement	Bidder's Submission									
Offered Contract Capacity	• At least 50 MW (net)	[Must be 50 MW (net) or more]									

COMPETITIVE SELECTION PROCESS (CSP) FOR CONTRACT CAPACITY OF 300 MW (NET), EFFECTIVE MARCH 26, 2023

INSTRUCTIONS TO PROSPECTIVE BIDDERS / BIDDING DOCUMENTS-RELATED QUERIES/COMMENTS								
		TOPIC / BID DOCUMENT REFERENCE	ARTICLE / SECTION / PAGE NO.	DISCUSSION OF COMMENTS / QUESTIONS FOR CLARIFICATION RECOMMENDATIONS / PROPOSED WORDING	TPBAC RESPONSE			
					<table><tr><td>Plant Type</td><td><ul style="list-style-type: none">Peaking (firm and dispatchable during daily peak hours of Meralco))Maximum Plant Capacity Factor (PCF) per month is 50%Single or portfolio of Plant/sSeparate Delivery Points for each power plant generating unit as registered with the WESM</td><td><i>[Yes or No]</i> <i>[indicate maximum PCF per month for each Nominated Plant]</i> <i>[Single or portfolio]</i> <i>[Bidder to indicate the Delivery Point for each Nominated Plant]</i></td></tr></table> <p>and all the required attached documents of ANNEX TP-1 will be evaluated by the TPBAC as proof of this requirement (along with the Bidder's other Document Submissions already opened by the TPBAC).</p>	Plant Type	<ul style="list-style-type: none">Peaking (firm and dispatchable during daily peak hours of Meralco))Maximum Plant Capacity Factor (PCF) per month is 50%Single or portfolio of Plant/sSeparate Delivery Points for each power plant generating unit as registered with the WESM	<i>[Yes or No]</i> <i>[indicate maximum PCF per month for each Nominated Plant]</i> <i>[Single or portfolio]</i> <i>[Bidder to indicate the Delivery Point for each Nominated Plant]</i>
Plant Type	<ul style="list-style-type: none">Peaking (firm and dispatchable during daily peak hours of Meralco))Maximum Plant Capacity Factor (PCF) per month is 50%Single or portfolio of Plant/sSeparate Delivery Points for each power plant generating unit as registered with the WESM	<i>[Yes or No]</i> <i>[indicate maximum PCF per month for each Nominated Plant]</i> <i>[Single or portfolio]</i> <i>[Bidder to indicate the Delivery Point for each Nominated Plant]</i>						
15.		Bid Price and Bid Security / Instruction to Prospective Bidders	Section 3.3 (d)	In case of multiple Nominated Plants, how will an Interested Bidder fill out the Financial Evaluation Workbook, most notably the Fuel Cost Components, especially if it is using the actual landed fuel cost as its chosen method of fuel cost evaluation? Given different plant specifications and site locations, the landed fuel costs will likely be different for each of the Nominated Plants.	Bidder must input the weighted average of the actual landed fuel cost of the different Nominated Plants in the Financial Evaluation Workbook ("FEW").			
16.		Bid Security / Instruction to Prospective Bidders	Section 3.3.3 (b) / Page 28	What happens if the Bidder with the next lowest ranked Total Delivered Headline Rate fails to extend the validity of its Bid Security?	In this case, if the Winning Power Supplier backed out or performed acts that warrant forfeiture of Bid Security (e.g. failed to submit documents being required by the ERC during the PSA's application for approval), the TPBAC may no longer award the PSA to the Bidder with the next lowest ranked Total Delivered Headline Rate (as the Next Best Bid).			
17.		Marginal Bid Offer / Instruction to Prospective Bidders	Section 3.3.2 (f) / Page 28 Section 4.5.4 / Page 38	<p>"A Bidder with the Marginal Bid Offer and a candidate recipient of a Notification of Best Bid, which refuses to accept the reduction of its Offered Contract Capacity... shall have its Bid Security forfeited..."</p> <p>We suggest that the Bidder with the Marginal Bid Offer be given the option to withdraw without forfeiture of its Bid Security given that the commercial considerations in bidding the Offered Contract Capacity may vary if the Bidder only has the Marginal Bid Offer.</p>	<p>The forfeiture of its Bid Security is a competition risk from the Bidders, that is why the forfeiture is made known beforehand for this Brownfield CSP, where the supply requirements of MERALCO is already urgent in nature to address the supply challenges in the Luzon Grid during the upcoming summer months of 2023.</p> <p>By reason of the Bidder's refusal/withdrawal of its offer because its bid was deemed a Marginal Bid Offer, the DU's inability to fill up its required Contract Capacity for this CSP exposes it to the risk of lack of supply or delay (if another CSP is needed to be conducted to fill up that capacity withdrawn by the said bidder) or the risk of the volatile prices of WESM (if it decides to just source from WESM that capacity withdrawn by the said bidder). Thus, the forfeiture of the Bid Security tries to mitigate these risks exposure of MERALCO, while at the same</p>			

COMPETITIVE SELECTION PROCESS (CSP) FOR CONTRACT CAPACITY OF 300 MW (NET), EFFECTIVE MARCH 26, 2023

INSTRUCTIONS TO PROSPECTIVE BIDDERS / BIDDING DOCUMENTS-RELATED QUERIES/COMMENTS					
		TOPIC / BID DOCUMENT REFERENCE	ARTICLE / SECTION / PAGE NO.	DISCUSSION OF COMMENTS / QUESTIONS FOR CLARIFICATION RECOMMENDATIONS / PROPOSED WORDING	TPBAC RESPONSE
					time serving as a deterrent for Bidders to game the bidding process for whatever reason.
18.		COC/PAO / Instruction to Prospective Bidders	Section 3.2 (b) / Page 24 Annex TP-1 / Page 67	One of the required attachments to Annex TP-1 is a Certificate of Compliance ("COC") or Provisional Authority to Operate ("PAO") from the ERC. Since there may be delays in the release of the COC or PAOs, may we suggest that Bidders be allowed to submit a write-up that the application for COC or PAO is in process or to be released by the ERC, it undertakes to submit the COC or PAO upon its issuance, and a confirmation that it has not received any notice to stop or cease operations from any the ERC.	Yes, provided that: (i) a copy of the application for renewal of the COC/PAO is submitted and (ii) the Bidder cannot use the unsuccessful application for the renewal of the COC/PAO as a reason for non-performance of its obligations under the PSA. Furthermore, if the Bidder is deemed the Winning Power Supplier, should the ERC not accept the application for approval of the PSA, holds in abeyance, delays or disapproves the said application for the reason that the Power Supplier's COC/PAO is a mere application for renewal, the said Power Supplier's Bid Security will be forfeited pursuant to Section 12.1.2 of the PSA which states that: "In the event that a delay in ERC Approval is due to Power Supplier's failure to comply with any order or directive of the ERC or provide any document required by the ERC, Meralco reserves the right to forfeit ten percent (10%) of the Bid Security amount for each month of such delay."
19.		Diagram of structure / Instructions to Prospective Bidders	Section 3.1.2 (d) / Page 22	One of the required attachments to Annex QD-2 is "a diagram of the corporate/partnership structure of the Interested Bidder with an indication of which entity has Controlling interest over, are the Affiliates engaged in the power industry, or is the Ultimate Parent of the Interested Bidder...". May we suggest that the corporate diagram only be limited to affiliates that are already engaged in the power industry and are fully operating generation companies, noting that corporations' affiliates may be engaged in non-power businesses and/or the affiliates are still special purpose vehicles that are used for development of power projects. Thus, we suggest the following revision: "a diagram of the corporate/partnership structure of the Interested Bidder with an indication of which entity has Controlling interest over, are the Affiliates engaged in the power industry and are fully operating generation companies , or is the Ultimate Parent of the Interested Bidder..."	We would like to clarify the rationale of the Bidder's unwillingness to include non-operational Affiliates engaged in the power industry in its diagram of the corporate/partnership structure. We would also like to clarify what "fully operating" means, does it refer to those not yet in commercial operations? What about those already conducting testing and commissioning? We note the concern of the Bidder, however, we would like to point out that the ERC's pre-filing checklist used for the PSA's application for approval do not distinguish whether the affiliates of the power supplier are fully operating or non-operational, and the Bidder's non-inclusion of non-operational Affiliates might cause a delay in the approval of the PSA.
20.		Certification from Bidder's counterparty / Instruction to Prospective Bidders	Section 3.1.3 / Page 23	One of the required Qualification Documents is a "a Notarized Certification from the Bidder's counterparty... using the form in Annex QD-4-A." May we confirm that it is Meralco who will be issuing this document in favor of the Bidder and this is only limited to power supply agreements and not distribution wheeling service agreements?	It would depend as to whom the Bidder has a counterparty with. If only with MERALCO the distribution utility (e.g. as offtaker – PSA; as distribution function – DWSA), then the Bidder may coordinate with MERALCO's Energy Sourcing Office to obtain the said Certification. If the Bidder is a counterparty of MERALCO's Local RES, MPower, then the Bidder will have to secure the certification from MPower also. It is not limited to power supply agreements, as the Bid Requirements (p. 8-9) to check a Bidder's absence of record of Unsatisfactory Performance include "Meralco and/or its Affiliates engaged in power generation, distribution, and supply." (Refer to Schedule 2 of the IPB)

COMPETITIVE SELECTION PROCESS (CSP) FOR CONTRACT CAPACITY OF 300 MW (NET), EFFECTIVE MARCH 26, 2023

INSTRUCTIONS TO PROSPECTIVE BIDDERS / BIDDING DOCUMENTS-RELATED QUERIES/COMMENTS					
		TOPIC / BID DOCUMENT REFERENCE	ARTICLE / SECTION / PAGE NO.	DISCUSSION OF COMMENTS / QUESTIONS FOR CLARIFICATION RECOMMENDATIONS / PROPOSED WORDING	TPBAC RESPONSE
21.		Bid Price and Bid Security / Instructions to Prospective Bidders	Section 3.3 (d) iv.a / Page 25	For good order, may we request for a list of the components that constitute "actual landed fuel cost" referred to in the section to ensure that the Interested Bidder will be able to attach the relevant supporting documents?	Actual landed fuel cost components are, but not limited to, the following: commodity cost, freight cost, insurance cost, and other cost related to the actual fuel cost. These components should be indicated clearly in the supporting documents.
22.		Rejection of Document Submissions / Instruction to Prospective Bidders	Annex QD -1, paragraph 4 / Page 51	<p>We suggest the revision of Annex QD-1 to allow only the rejection of the Document Submissions for failure to comply with the Instructions to Prospective Bidders. Proposed revisions are as follows:</p> <p>"4. (Name of Bidder) acknowledges the right of Meralco to reject its Document Submissions for failure to comply with the Instructions to Prospective Bidders without assigning any reason and to cancel the Bidding at any time, without incurring any liability to the (name of Bidder)."</p>	<p>The requested revision is noted and this paragraph 4 of Annex QD-1 will be amended to be in parallel with Sec. 2.10.4 (h) and (i) of the IPB and will now read as follows:</p> <p>"4. (Name of Bidder) acknowledges the right of Meralco to reject its Document Submissions for failure to comply with the required Qualification Documents, Technical Proposals, Bid Price submissions, any terms, conditions and instructions of the Instructions to Prospective Bidders ("IPB"), and/or other grounds for rejection or disqualification of Bidders under the IPB or applicable laws without assigning any reason and to cancel the Bidding at any time, without incurring any liability to the (name of Bidder)."</p> <p>Bidders are directed to reflect this change/amendment to paragraph 4 of Annex QD-1.</p>
23.		Number of authorized representatives / Instruction to Prospective Bidders	Annex QD-1A / Pages 53 to 54	<p>The Authority to Participate in the Bidding and Designation of Authorized Representative only specifies an authorized "representative". May we suggest that the Bidder be allowed to assign more than one authorized representative in accordance to its own company policies.</p> <p>We propose the following</p> <p>revision: "4. xxx</p> <p>xxx</p> <p>xxx xxx</p> <p>RESOLVED FURTHER, that (name of representatives) 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> <p>RESOLVED FINALLY, that any and all acts done or performed by (name of representatives) under and by virtue of this resolution be, as they are hereby, confirmed and ratified."</p>	Yes, this will be allowed provided all the representatives named in the Bidder's submitted Expression of Interest are included herein.
24.		Pre-Bid Conference questions		<p>In Supplemental Notice No. 2, was the Expression of Interest (EOI) Deadline further extended to the Bid Submission date?</p> <p>Does this mean that even if a bidder did not submit an EOI and did not participate in the Pre-Bid Conference, it will still be allowed to submit a bid on the Bid Submission Deadline?</p>	The DOE's letter dated 30 January 2023 explained that while the "submission of the [EOI] may form part of the [Bidding's] eligibility documents," it explained its position that the declaration of failure of bidding shall be pursuant to the prevailing DOE CSP Rules, as amended – which, according to the DOE, can only be determined at the time

COMPETITIVE SELECTION PROCESS (CSP) FOR CONTRACT CAPACITY OF 300 MW (NET), EFFECTIVE MARCH 26, 2023

INSTRUCTIONS TO PROSPECTIVE BIDDERS / BIDDING DOCUMENTS-RELATED QUERIES/COMMENTS					
		TOPIC / BID DOCUMENT REFERENCE	ARTICLE / SECTION / PAGE NO.	DISCUSSION OF COMMENTS / QUESTIONS FOR CLARIFICATION RECOMMENDATIONS / PROPOSED WORDING	TPBAC RESPONSE
				<p>Please confirm our understanding that a bidder can still submit a bid despite the fact that it did not comply with the EOI Deadline, or it practically waived its right to participate in the Pre-Bid Conference.</p> <p>Can we be privy to the DOE letter? Was there a direct instruction to MERALCO to actually accept EOIs after the EOI Deadline? Because we can go through the motion of completing the process but not exactly giving other parties the right to participate when the EOI Deadline has already lapsed. This affects our position as the lone bidder.</p>	<p>of the submission of bids or after the evaluation of the bids. ("DOE Directive")</p> <p>In the course of the earlier declaration of failed bidding for the first round of this CSP <i>vis-à-vis</i> the continuation of the CSP and the bidder's request to be furnished a copy of the DOE letter dated 30 January 2023, the TPBAC resolves to provide the requesting bidder a copy thereof.</p>
25.		Pre-Bid Conference questions		<p>Our conglomerate map is very complex. We want to know for sure that our submission of the conglomerate map is really required by the ERC. Because as we understand, the reason for requiring the conglomerate map is to connect the nominated power plant with the financial and technical capability requirements. As mentioned earlier [during the discussion of initial response to advance queries], the reason for this requirement is that it may cause delay if not provided and the ERC requires it. Is this something that MERALCO can inquire from the ERC, specifically how extensive the conglomerate map should be for the purpose of approval of PSA applications?</p>	<p>The said Bid Requirement stemmed from guidance by the TPBAC of the 2022 amendments by the ERC of its pre-filing checklist for the applications for approval of PSAs. As provided in page 7 of the Bid Requirements, the said ERC pre-filing checklist can be accessed at https://www.erc.gov.ph/Files/Render/media/PSA%20Pre-filing%20Checklist_revised_2022.docx.</p> <p>As items 4 and 9 (page 2) of the said checklist would show, the ERC requires from the applicant Generation Company (GenCo) to submit, during the PSA's application for approval with the ERC, a "[v]erified Certification showing the list of Board of Directors and Members of the Ultimate Parent Company, its Subsidiaries, and all its affiliates.</p> <p>As it can be noted, the ERC does not even distinguish whether the affiliates of the GenCo is within or outside of the power industry, and whether it is "fully operating" or "non-operational." Note that the TPBAC's Bid Requirement even limited it only to the Bidder's Affiliates engaged in the power industry as it is aware of Bidders belonging to a large conglomerate.</p> <p>In requiring the submission of its diagram of corporate structure, the TPBAC is asking the Bidder to already prepare this requirement so that it will be ready for submission to the ERC, in case it is deemed the Winning Power Supplier, thus, not causing the delay of the filing/approval of the PSA's application for approval with the ERC.</p>

COMPETITIVE SELECTION PROCESS (CSP) FOR CONTRACT CAPACITY OF 300 MW (NET), EFFECTIVE MARCH 26, 2023

PSA TEMPLATE-RELATED QUERIES/COMMENTS					
	BIDDER NAME (ACRONYM)	TOPIC / BID DOCUMENT REFERENCE	ARTICLE / SECTION / PAGE NO.	DISCUSSION OF COMMENTS / QUESTIONS FOR CLARIFICATION RECOMMENDATIONS / PROPOSED WORDING	TPBAC RESPONSE
26.		Associated Energy / PSA Template	Article 1 / Page 2	<p>The definition of Associated Energy is currently restricted to the energy that is being generated by the Plant and declared by Power Supplier to the WESM as BCQ for Meralco.</p> <p>To ensure flexibility in the source of supply whether from the Nominated Power Plant/s, a Bidder's supply portfolio, third party sources, or from the WESM, we suggest that the term Associated Energy be redefined so as not to limit the source of energy to energy generated by the Plant.</p> <p>Revised definition to read:</p> <p>Associated Energy means the energy generated by the Plant and declared by Power Supplier to the WESM as BCQ for Meralco, in accordance with Appendix G. means the BCQ nominated by Meralco to Power Supplier, and declared by Power Supplier to the WESM.</p> <p><u>For avoidance of doubt, the Associated Energy refers to the BCQ which may be sourced by the Power Supplier from the Nominated Plant/s, the WESM, or any other sources, and sold by the Power Supplier to Meralco during a WESM Trading Interval at the Delivery Point.</u></p>	Definition of Associated Energy will be retained. PSA is physical in nature, hence, Power Supplier is required to source primarily from the Plant. In instances when Power Supplier is allowed to source elsewhere, when Plant is unavailable, then the same is denominated as Replacement Power.
27.		Available or Availability / PSA Template	Article 1, Section 1.1 / Page 2	May we confirm that the peak hours of Meralco are from trading hour 0900H (i.e., 8:01AM to 9:00AM) to 2100H (i.e., 8:01PM to 9:00PM)?	Yes, this is correct.
28.		Contract Capacity / PSA Template	Article 1, Section 1.1 / Page 3	<p>The Invitation to Bid ("ITB") provides for a "Portfolio of Plant/s" that can be used to supply the Offered Contract Capacity. The ITB further requires the Winning Power Supplier to guarantee one hundred percent (100%) availability of the Contract Capacity for twelve (12) hours daily covering the peak hours of Meralco.</p> <p>To ensure that the Winning Power Supplier is able to guarantee 100% availability of the Contract Capacity, we request that, in case of multiple Nominated Plants working as a portfolio, as long as the Winning Power Supplier can supply the Total Offered Contract Capacity across its Nominated Plants during the implementation of the Power Supply Agreement ("PSA"), the Winning Power Supplier be given the flexibility on how to allocate the partial capacities of the Offered Contract Capacity across its Nominated Plants. This will ensure that in case of an outage, whether partial or full, of one of the Nominated Plants, the other Nominated Plants can be used to supply the Total Offered Contract Capacity and will not necessitate the purchase of Replacement Power. This strengthens the argument of using a portfolio of plants in the bid, which was contemplated in the Bid Documents themselves.</p>	<p>We prefer that the Bidder will use only the allocation of the Nominated Plants as indicated in its submitted Expression of Interest, as this PSA, as explained above, is physical in nature.</p> <p>If the proposal is carried, there would be a challenge as to how the ERC will evaluate the costs of the partial allocation of capacities of the Offered Contract Capacity across the Nominated Plants, such that the ERC will require the Power Supplier to submit documentation or support for all Nominated Plants and may require a post-audit given that this PSA is physical in nature. Moreover, the evaluation by the TPBAC of the Bidders' Total Delivered Headline Rate would factor in the committed allocation of the Nominated Plants at the time of the Bid, and allowing a Bidder (if declared the Best Bid) to subsequently change the allocation later on during the implementation of the PSA may be perceived as gaming the evaluation of the Bids.</p>
29.		Replacement Power / PSA Template	Article 4, Section 4.1 / Page 13	Section 4.1 of the PSA Template provides that " <i>should the Power Supplier fail to source from the Plant when it is Available, Meralco shall pay the lower between WESM price and Contract Price...</i> " Section 7.1 of the PSA Template also has the same tenor. We suggest that in such cases, Meralco pay the Contract Price.	

COMPETITIVE SELECTION PROCESS (CSP) FOR CONTRACT CAPACITY OF 300 MW (NET), EFFECTIVE MARCH 26, 2023

PSA TEMPLATE-RELATED QUERIES/COMMENTS					
	BIDDER NAME (ACRONYM)	TOPIC / BID DOCUMENT REFERENCE	ARTICLE / SECTION / PAGE NO.	DISCUSSION OF COMMENTS / QUESTIONS FOR CLARIFICATION RECOMMENDATIONS / PROPOSED WORDING	TPBAC RESPONSE
			Article 7, Section 7.1 / Page 15	<p>The PSA is essentially a financial firm contract because the Power Supplier assumes, among others, all the risks in relation to the volatility of WESM prices and ensuring 100% availability of supply. With the assumption of these risks, and as long as the Power Supplier is able to provide the electricity requirement of Meralco, the cost of electricity should be equal to the Contract Price.</p> <p>We propose the following revisions:</p> <p style="padding-left: 40px;">"Article 4. Sale and Purchase of Contract Capacity and Associated Energy 4.1 Supply of Power Subject to the terms and conditions of this Agreement, from the Operations Effective Date until the expiration of the Term or earlier termination of this Agreement, Power Supplier shall</p> <p style="padding-left: 40px;">(a) make available to Meralco, and Meralco shall purchase from Power supplier, at the Contract Price determined in accordance with Appendix C, the Contract Capacity from the Plant, the WESM, or any other source. For this Purpose, should Power Supplier fail to source from the Plant when it is available, Meralco shall pay the lower between WESM price and Contract Price, in accordance with Appendix C; and</p> <p style="padding-left: 40px;">Article 7. Outages 7.1 Power Supplier shall not be entitled to any Outage during the Term of this Agreement. For clarity, this means that notwithstanding Outage of the Plant, Power Supplier shall, except as provided in section 7.4, and subject to Article 15, make Available the Contract Capacity and deliver the Associated Energy to Meralco, which shall be paid at the Contract Price. lower between WESM price and variable price, as specified in Appendix C.</p>	<p>Article 4. We are not amenable with proposed revision. We note that premise of the provision is there is failure on part of Power Supplier to source from the Plant even when it is Available. In which case, and to preclude Power Supplier from sourcing elsewhere when its Plant is operational, payment of Meralco should be lower between WESM price and Contract Price.</p> <p>We are not amenable to the further revisions of indicating that sourcing of Power Supplier can be from WESM or any other source. We note that this IPSA is physical in nature and as such, Power Supplier should primarily source its supply from its Plant.</p> <p>Article 7. To reiterate, current replacement power provision is aligned with PSAs approved by ERC previously. Proposal may not be considered 'least cost' by ERC, particularly when WESM price turns out to be lower.</p> <p>Since this IPSA is physical in nature and Power Supplier should primarily source its supply from its Plant, setting the Replacement Power price as the lower between the WESM price and Contract Price will ensure that the Power Supplier will have an incentive to keep its Plant operational.</p>
30.		Administrative Fee /PSA Template	Article 4, Section 4.4.1 / Page 14	<p>Section 4.4.1 provides that "Power Supplier shall pay Meralco an administrative fee of Fifty Thousand Pesos (Php50,000.00) for each Trading Interval of erroneous BCQ declaration that is due to Power Supplier's fault." We suggest that the Power Supplier be liable for the administrative fee only if the erroneous BCQ declaration is solely due to Power Supplier's fault. In addition, since Meralco will be reimbursed for any such amounts if invoiced by the Market Operator, we propose that the administrative fee per trading interval (which, in the current market, now refers to 5 min) be reduced to Php4,166.67 per Trading Interval, taking into account the 5-minute market.</p>	<p>This is a standard provision in ERC-approved PSAs of Meralco. This is reckoned per Trading Interval as the basis for settlement of prices at present. The imposition of the administrative fee serves to deter erroneous BCQ declarations by Power Supplier. We note that the lookout for the Power Supplier is to make use of the multiple opportunities to correct BCQ to make sure that no erroneous declaration will result.</p> <p>Considering the pass-through nature of generation costs, the amounts paid to Meralco pursuant to this provision are used to reduce generation charges imposed on customers.</p>
31.		Compliance with RPS Rules	Article 4, Section	We suggest qualifying the following PSA provision since this is only applicable to RPS-eligible Plants.	The CSP allows participation of bidders that use varying technologies, in view of the technology neutral policy of the DOE. Thus, the PSA template

COMPETITIVE SELECTION PROCESS (CSP) FOR CONTRACT CAPACITY OF 300 MW (NET), EFFECTIVE MARCH 26, 2023

PSA TEMPLATE-RELATED QUERIES/COMMENTS					
	BIDDER NAME (ACRONYM)	TOPIC / BID DOCUMENT REFERENCE	ARTICLE / SECTION / PAGE NO.	DISCUSSION OF COMMENTS / QUESTIONS FOR CLARIFICATION RECOMMENDATIONS / PROPOSED WORDING	TPBAC RESPONSE
			4.5.1 / Page 14	Beginning on Operations Effective Date, any <u>applicable</u> RECs in relation to the Associated Energy shall redound to the benefit of, and be credited to, Meralco. The RECs shall be monitored and accounted for on a monthly basis.	includes provisions (placed in brackets) that are applicable to renewable energy (RE) plants. These provisions are intended to be either retained (for eligible RE plants) or deleted in execution version of the PSA, upon determination of applicability for the Winning Power Supplier.
32.		Adjustments in Contract Capacity and Associated Energy / PSA Template	Article 8, Section 8.1 / Page 15	<p>Pursuant to Section 8.1, Meralco shall be entitled to a reduction in the Contract Capacity and Associated Energy in certain scenarios. What would be the mechanism for the reduction in Contract Capacity and Associated Energy among the winning Bidders? May we suggest that the reduction in the Contract Capacity be pro-rated depending on the Offered Contract Capacity of each Winning Bidder?</p> <p>Thus, we suggest the following revision:</p> <p>Subject to the provisions of Section 8.2, Meralco shall, from time to time, be entitled to a reduction in the Contract Capacity and Associated Energy (the "Reduction in Contract Capacity and Associated Energy") equivalent to the reduction in the demand of its captive customers in order to avoid stranded contract capacities or costs, or by reason of the enforcement of Retail Competition and Open Access, the Renewable Energy Law, other Laws and Legal Requirements, and pro-rated according to the offered capacity of the winning bidders in the 300MW 2023 Competitive Selection Process of Meralco."</p>	<p>We are not amenable with proposed revision. This is a standard provision in Meralco's ERC approved PSAs, which has consistently been recognized by the ERC as a way of not unduly burdening captive customers with stranded contract capacity/costs. In the implementation of this provision, Meralco shall be guided by the (a) regulations prevailing at the time of transfer of the Contract Capacity and Associated Energy; and (b) more importantly, its least cost mandate to consumers under the EPIRA.</p> <p>The volume that will be transferred shall be dictated by the demand requirement of Meralco's customers.</p>
33.		Payment of Invoice / PSA Template	Article 9, Sections 9.2.1 and 9.2.2 / Page 16	<p>To avoid disagreements on the definition or interpretation of the phrases '<i>manifestly in error</i>' and '<i>apparently invalid</i>', we propose to delete the said phrases, as they may be interpreted differently by both parties. The provision shall only apply should the Invoice not be in accordance with the form and substance contemplated in the PSA. We also propose to include a definite time when Meralco shall inform the Power Supplier that the Invoice is not in accordance with the form and substance contemplated in the Agreement.</p> <p>Thus, we suggest the following revisions:</p> <p>9.2.1. Meralco shall pay the entire amount indicated in the Final Invoice (subject to Appendix E) when due and payable, <i>provided</i> that, Meralco 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 written notice within two (2) Days from receipt of the Invoice by Meralco to Power Supplier of such error, invalidity or absence of proper form or substance.</p> <p>9.2.2. If Meralco 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</p>	"Manifestly in error" and "apparently invalid" pertain to errors that are evident on the face of the Invoice.

COMPETITIVE SELECTION PROCESS (CSP) FOR CONTRACT CAPACITY OF 300 MW (NET), EFFECTIVE MARCH 26, 2023

PSA TEMPLATE-RELATED QUERIES/COMMENTS					
	BIDDER NAME (ACRONYM)	TOPIC / BID DOCUMENT REFERENCE	ARTICLE / SECTION / PAGE NO.	DISCUSSION OF COMMENTS / QUESTIONS FOR CLARIFICATION RECOMMENDATIONS / PROPOSED WORDING	TPBAC RESPONSE
				substance of, such Final Invoice, Meralco shall nonetheless pay the full amount of such Invoice (subject to Appendix E).	
34.		Meralco's right to dispute amounts / PSA Template	Article 9, Section 9.2.2 / Page 16	We suggest that Meralco's right to dispute, protest, or question any amount paid be shortened from one (1) year to ninety (90) Days to ensure that disputes and protests are immediately resolved.	The 1-year period to dispute is a standard period in MERALCO's PSAs regardless of Term. Further, since this provision contemplates that the payment has already been received by power supplier for such billed [then questioned] amounts, in the interest of customers, MERALCO should be given ample opportunity to raise dispute for amounts that may have been wrongfully charged and paid.
35.		Period to dispute invoice / PSA Template	Article 9, Section 9.2.3 / Page 16	<p>We propose to include a provision that will provide a definite timeline and prescriptive period for Meralco to dispute an Invoice, as follows:</p> <p style="padding-left: 40px;">9.2.3. If applicable, Meralco will endeavor to dispute, protest or question a Final Invoice within fifteen (15) Days from the date of its receipt. In such case, the dispute, protest or question shall be resolved within thirty (30) Days from the date of filing thereof. <u>Failure to dispute the Final Invoice within the period stated herein shall result to a waiver of the right to question the correctness of the Final Invoice.</u> If the dispute, protest or question is not resolved, Meralco may at any time refer such dispute, protest or question for resolution in accordance with Article 18.</p>	<p>(see response above)</p> <p>We are not amenable with proposal. While MERALCO will endeavor to raise the dispute within the period indicated, note that ultimately, per Section 9.2.2 of the PSA template, MERALCO has up to 1 year to dispute an Invoice.</p>
36.		ERC Approval / PSA Template	Article 12 / Pages 22 to 23	<p>Part of the conditions for the commencement of supply by the Power Supplier to Meralco is the issuance of an ERC Approval.</p> <p>We note that Article 12.2 does not provide for a situation when the ERC Approval has not been issued on or before the Operations Effective Date. If the ERC Approval comes out on the Operations Effective Date itself, we note that the Power Supplier is given ten (10) Days from receipt from Meralco of such ERC Approval of its acceptance or non-acceptance.</p> <p>We propose to include as Article 12.2.5, the following provision to address a situation when the ERC Approval has not been issued on Operations Effective Date:</p> <p style="padding-left: 40px;"><u>12.2.5 In the event that the ERC fails to issue any ERC Approval without fault of either Party ten (10) Days prior to the Operations Effective Date, the Parties may agree, in writing, to extend the Operations Effective Date to such later date or upon receipt of the ERC Approval on or before the Longstop Date.</u></p> <p style="padding-left: 40px;"><u>In the alternative, Meralco may, in writing, request the Power Supplier to commence delivery of electricity under the terms and conditions of this Agreement, upon such date agreed upon by the Parties and with the written consent of the Power Supplier, provided, each Party shall continue to strictly perform its obligations</u></p>	<p>We recognize scenario where ERC Approval may come in after March 26, 2023. However, please note that date of March 26, 2023 may move since ERC Approval is a condition precedent to Operations Effective Date (OED). For clarity, definition of Operations Effective Date will be revised as follows:</p> <p style="padding-left: 40px;">"3.2. Operations Effective Date</p> <p style="padding-left: 40px;">The obligations of Power Supplier with respect to the Contract Capacity and Associated Energy shall commence on February March 26, 2023 (the "Operations Effective Date"); provided that the conditions set out in Section 3.2.1 have been satisfied <u>(the "Operations Effective Date")."</u></p> <p>Thus, the OED will only occur after ERC Approval and Acceptance Date.</p> <p>This revision will be reflected on the PSA template to be executed by the Winning Power Supplier.</p>

COMPETITIVE SELECTION PROCESS (CSP) FOR CONTRACT CAPACITY OF 300 MW (NET), EFFECTIVE MARCH 26, 2023

PSA TEMPLATE-RELATED QUERIES/COMMENTS					
	BIDDER NAME (ACRONYM)	TOPIC / BID DOCUMENT REFERENCE	ARTICLE / SECTION / PAGE NO.	DISCUSSION OF COMMENTS / QUESTIONS FOR CLARIFICATION RECOMMENDATIONS / PROPOSED WORDING	TPBAC RESPONSE
				<p><u>under this Contract and Meralco shall pay the Power Supplier the Contract price in accordance with the Agreement at Meralco's sole risk.</u></p> <p><u>Provided further that, Meralco shall not be entitled to any refund or refuse payment of the Contract Price provided for in this Agreement that has already been billed and/or paid to the Power Supplier. Meralco assumes and accepts sole risk and responsibility in the event the ERC does not allow Meralco to pass on the Contract Price to Meralco's customers, whether in whole or in part, and Meralco shall have not recourse to the Power Supplier for any claim or refund of any amount paid by Meralco in excess of the fees authorized by the ERC in the ERC Approval. Any consequent refund to Meralco's customers ordered by the ERC shall be for Meralco's own account.</u></p>	
37.		Insurance Policies / PSA Template	Article 13, Section 13.1 / Page 24	<p>The PSA requires the Power Supplier to obtain Industrial All Risks insurance and Comprehensive General Liability insurance with minimum coverage. Given that different businesses/plants have different insurance needs, may we suggest the deletion of the minimum coverage, such that as long as the plant has Industrial All Risks insurance and Comprehensive General Liability insurance, it is considered compliant with the PSA.</p> <p>Proposed revision as follows:</p> <p>(a) Industrial All Risks (IAR) insurance with the following minimum coverage: (i) Fire and Allied Perils Insurance (based on sound value of the buildings, machinery/equipment, and all other materials (like fuel and maintenance parts); (ii) Machinery Breakdown Insurance (based on highest value of machinery/equipment); (iii) Business Interruption (at least twelve months indemnity period);</p> <p>(B) Comprehensive General Liability (CGL) with at least PHP equivalent Five Million United States Dollars (USD5,000,000.00) per occurrence and annual aggregate with the following coverages: (i) Premises Operations Liability; (ii) Contractual Liability; (iii) Employer's Liability; (iv) Personal Injury Liability; (v) Excess Auto Liability Extension for all owned, hired, and non-owned vehicles; and (vi) Third Party Liability (at least PHP equivalent to One Million United States Dollars per occurrence and annual aggregate).</p>	We are not amenable with the proposal, as the proposed deletion/revision will not ensure that the Power Supplier will be adequately protected by insurance coverage. We will retain MERALCO's standard (Section 13.1, PSA template) insurance provision for brownfield/operating power plants.
38.		Termination in the Event of Material Adverse Government	Article 16, Section 16.6.3 (a) / Pages 33 to 34	<p>We suggest a revision in Article 16 of the PSA Template by including and capturing the option of the Power Supplier to terminate without paying liquidated damages, as described in Article 11.3 (a) in the event the ERC denies, in whole or in part, the Application for Price Adjustment.</p>	To clarify, Section 11.3(a) only mentions that "serious damage or material and adverse effect on Power Supplier has resulted in its having actually incurred costs amounting to more than thirty percent (30%) of the annual capacity payment" triggers termination by Power Supplier, but reference to Section 16.6.3(a) of the PSA should be made with respect to

COMPETITIVE SELECTION PROCESS (CSP) FOR CONTRACT CAPACITY OF 300 MW (NET), EFFECTIVE MARCH 26, 2023

PSA TEMPLATE-RELATED QUERIES/COMMENTS					
	BIDDER NAME (ACRONYM)	TOPIC / BID DOCUMENT REFERENCE	ARTICLE / SECTION / PAGE NO.	DISCUSSION OF COMMENTS / QUESTIONS FOR CLARIFICATION RECOMMENDATIONS / PROPOSED WORDING	TPBAC RESPONSE
		Action / PSA Template		<p>Article 11.3(a) allows the Power Supplier to terminate the PSA without need for payment of the liquidated damages, provided that, the material adverse effect has resulted in the Power Supplier incurring costs amounting to more than thirty percent (30%). Correlate with Article 11 which allows termination without any payment of liquidated damages.</p> <p>Proposed inclusions: letter (a) below in Article 16.6.3; and inclusion of the letter "(b)" as correct reference for second event when the Power Supplier has the option to terminate, but with penalty.</p> <p>"156.6.3 Termination in the Event of Material Adverse Government Action</p> <p>(a) <u>The Power Supplier shall be entitled to terminate this Agreement if the Application for Price Adjustment filed in accordance with Article 11.3(a) has been denied, in whole or in part, by the ERC. Provided that, serious damage or material and adverse effect on Power Supplier has resulted in its having actually incurred costs amounting to more than thirty percent (30%) of the annual capacity payments. Provided further, that the effectivity of the termination shall only occur upon sixty (60) Days' prior written notice to the other Party.</u></p> <p>(b) If Power Supplier sends a Notice of Material Adverse Government Action that gives rise to an option to terminate this Agreement Section 11.3(b), then Power Supplier may terminate this Agreement upon (60) Days' prior written notice to the other Party, subject to Power Supplier's payment of fifty percent (50%) of the liquidated damages calculated in accordance with Section</p> <p>16.4.1. However, if ERC or applicable Government Instrumentality denies the existence of a Material Adverse Government Action and Power Supplier proceeds to terminate this Agreement, Meralco shall be entitled to one hundred (100%) liquidated damages..."</p>	<p>payment of [50% or 100%] liquidated damages, depending on reason for denial of the application. The imposition of liquidated damages is necessary given pre-termination of the PSA that exposes customers to volatile WESM prices (or worse, lack of supply in case of Red Alert), while MERALCO secures replacement PSA.</p>
39.		Representations and Warranties / PSA Template	Article 17, Section 17.2 / Pages 35 to 26	<p>We suggest adding the following representation and warranty for Meralco:</p> <p><u>"Meralco is in compliance with all applicable Legal Requirements, except for any non-compliance that, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the business and/or financial condition of Meralco and/or its ability to fulfill its commitments and obligations under this Agreement."</u></p>	<p>We are amenable with inclusion of proposed provision.</p> <p>The proposed revision is noted by the TPBAC and MERALCO PSA team and will be reflected on the PSA template to be executed by the Winning Power Supplier.</p>
40.		Plant Description / PSA Template Appendices	Appendix A / Page 47	<p>Since the Power Supplier is allowed to supply from a portfolio of plants, we suggest that, for purposes of clarity, the Power Supplier shall include the Plant Description and Site Locations of all its Nominated Power Plants that it identified during the CSP.</p>	<p>We are amenable with proposed revision.</p>

COMPETITIVE SELECTION PROCESS (CSP) FOR CONTRACT CAPACITY OF 300 MW (NET), EFFECTIVE MARCH 26, 2023

PSA TEMPLATE-RELATED QUERIES/COMMENTS					
	BIDDER NAME (ACRONYM)	TOPIC / BID DOCUMENT REFERENCE	ARTICLE / SECTION / PAGE NO.	DISCUSSION OF COMMENTS / QUESTIONS FOR CLARIFICATION RECOMMENDATIONS / PROPOSED WORDING	TPBAC RESPONSE
				Revised heading to read: Appendix A PLANT DESCRIPTION AND SITE LOCATIONS	The proposed revision is noted by the TPBAC and MERALCO PSA team and will be reflected on the PSA template to be executed by the Winning Power Supplier.
41.		Calculation of Payment / PSA Template Appendices	Appendix C, Section B.3 / Page 53	In case the Winning Power Supplier has two or more Nominated Plants in its bid, may we confirm that the Monthly Fuel Payment calculations for each of the Nominated Plants will be separate? This is in case of different heat rates and landed fuel costs for each of the Nominated Plants, due to several factors such as different efficiencies, plant locations, etc.	Yes.
42.		Calculation of Payment / PSA Template Appendices	Appendix C, Section B.3 (b) / Page 54	<p>We note that for Section B.3(b) of Appendix C under the PSA template, if the Winning Power Supplier submitted a forecasted landed fuel cost during the CSP evaluation, during the implementation, <i>"the fuel cost it can recover shall be the lower between its actual landed fuel cost and its submitted forecasted landed fuel cost."</i></p> <p>However, in Section 3.3 (d) 1.iv.b of the Instructions to Prospective Bidders (Page 26), it states that <i>"in the event however that Bidder chose to submit "(b)" and is declared the Winning Power Supplier, such forecasted landed fuel cost shall be used as basis of its fuel cost, which shall not be subject to escalation during the Required Contract Period (i.e. Bidder cannot pass-through its actual landed fuel cost)."</i></p> <p>May we clarify which will be applied in case the Interested Bidder submits its projected landed fuel cost in the CSP?</p>	For clarity, if the Winning Power Supplier submitted a forecasted landed fuel cost for evaluation, then during implementation, the recoverable fuel cost shall be the lower between its actual landed fuel cost and forecasted landed fuel cost.



CHECKLIST OF DOCUMENT SUBMISSIONS*
FOR PEAKING CONTRACT CAPACITY OF 300 MW (NET), EFFECTIVE 26 MARCH 2023

Bidder	
Nominated Plant/s (name/description/location)	

Summarized below are the Document Submissions prescribed under Section 3 of the Instructions to Prospective Bidders and its Annexes, as amended or clarified by the Bid Bulletins (collectively, the "IPB") issued by the Third Party Bids and Awards Committee, relating to Meralco's Competitive Selection Process **for Peaking Contract Capacity of 300 MW (net), effective 26 March 2023**, and to be uploaded to a cloud-based folder no later than **9:00 A.M. of 1 March 2023**, and the original copy of which be submitted on between **8:00 A.M. to 9:00 A.M. of 1 March 2023**.

The following are the general guidelines on the form of the Document Submissions as provided by the IPB, and Bid Bulletins:

- (a) 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 (Section 2.1(h));
- (b) Assistant Corporate Secretary will be allowed to certify documents in lieu of the Corporate Secretary (Bid Bulletin No. 2)
- (c) Qualification Documents shall be prepared and written in the English language. All documents issued or executed in a foreign country, kindly refer to Section 2.7 of the IPB;
- (d) Each set of the Qualification Documents, Technical Proposal or Bid Price should contain a table of contents (Section 3.4.1(a));
- (e) Whenever possible, the Document Submissions must be printed in standard letter size (8 1/2"x11") and bound together in ring binders or folders of appropriate size. Documents must be paginated and text must be of 11- or 12-font size. In one set of Document Submissions (e.g. Envelope 1), all pages are to be paginated from 1 to xxx, for the ease of monitoring by the TPBAC. As such, all pages are again to be paginated from 1 to yyy for the other set of Document Submissions (e.g. Envelope 2) (Section 3.4.1(b));
- (f) If the same document is a required attachment in more than one Annex, the original set must contain at least one original of the document. A simple photocopy of the same document may be attached to the subsequent Annex(es) and will be considered as an original for this purpose (Section 3.4.1(c));
- (g) All documents shall be properly organized and sequenced in the same order these appear in Sections 3.1, 3.2, and 3.3. The first page of the individual documents shall be properly labelled with a document tab or separator for easy distinction of individual documents. For electronic copies, the filename format to use, as much as possible, should be the document title and preceded by the bidder's shorthand or acronym identification (e.g. "MERALCO Articles of Incorporation," "MERALCO Environmental Compliance Certificate dated NNN," "MERALCO AFS 2021," etc.). (Section 3.4.1(d));
- (h) Electronic copies of all documents submitted in each Document Submission (i.e. Envelope 1, Envelope 2 and Envelope 3) shall be in PDF format, with the exception of the Financial Evaluation Workbook which is to be submitted in both soft copy and hard copy format, and the Interested Bidder shall submit such electronic copies on three (3) USB/thumb flash memory drives, to be attached/taped to the original copy set of each Document Submission (Section 3.4.1(e));

- (i) All prices shall be expressed in Philippine Pesos (PHP). The Bidder may write down the prices in words (handwritten will be allowed) to re-confirm the total amounts/figures reflected in the Financial Evaluation Workbook (Section 3.4.1(f));
- (j) The Proposed Tariff shall be calculated up to the fourth (4th) decimal place (Section 3.4.1(g));
- (k) 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 (Section 3.4.1(h));
- (l) If a requirement is deemed not applicable by the Bidder, a write-up should be submitted to explain the non-applicability. However, for any write-up/explanation, the Bidder must know that it is a calculated and known risk on its part that it is submitting to the TPBAC's exercise of discretion in allowing/disallowing the explanation provided in the said write-up as to why a particular bid requirement was deemed inapplicable by the said Bidder;
- (m) The authorized representative/s of the Interested Bidder/s who submitted the Original Copy shall be required to sign over the sealed flap of its Envelope 3 before placing it inside the sealed container box of its Document Submissions (Section 4.4.3);
- (n) Subject to some allowed revisions issued in various Bid Bulletins to address specific circumstances of a bidder, Bidders shall submit one (1) complete original set, clearly marked on each page as "ENVELOPE 1-QD-ORIGINAL," "ENVELOPE 2-TP-ORIGINAL," and "ENVELOPE 3-BID-ORIGINAL," as applicable, and numbered continuously, and taped/attached to the said set are three (3) USB/thumb flash memory drives containing the electronic copies/scanned files (PDF format) of the contents of the said original set; and for electronic copies to be submitted or uploaded to the cloud-based online repository/folder assigned to the Interested Bidder, all the scanned copies (PDF format) of the original set (described immediately above) shall be placed in a password-protected zip folder (.zip file), with a file name " ENVELOPE 1-QD-ORIGINAL," "ENVELOPE 2-TP-ORIGINAL," and "ENVELOPE 3-BID-ORIGINAL," as applicable. For the Original Copies, each set shall be placed in a sealed enveloped marked as follows:

MANILA ELECTRIC COMPANY

300 MW CSP

[QUALIFICATION DOCUMENTS (ENVELOPE 1) – ORIGINAL]

[TECHNICAL PROPOSAL (ENVELOPE 2) – ORIGINAL]

BID (ENVELOPE 3) – ORIGINAL]

[STATE NAME, ADDRESS, AND E-MAIL ADDRESS OF BIDDER]

Pursuant to the Disclaimer of the IPB, the TPBAC reserves the right to waive any minor defects in the Document Submissions of any party.

***Disclaimer:** The Checklist of Document Submissions is being provided for the sole purpose of reference and convenience of the Bidders only. No reliance can be made on the said checklist and its issuance (including its contents) does not relieve Bidders of their responsibility to examine all the Bidding Documents and comply with the provisions of the IPB. In the event of a conflict or discrepancy between the checklist of Document Submissions and the IPB, the latter shall prevail.

ENVELOPE 1 – QUALIFICATION DOCUMENTS

Bid Documents		Page No. in the set	Form	Notes	Yes	No	Comments
1	<p>One (1) Electronic copy uploaded to the cloud-based folder</p> <p>One (1) Original copy</p> <p>Three (3) Electronic copies contained in a USB/thumb flash memory drive, attached/taped to the set of the Original copy</p>			Each page shall be marked as "Envelope 1-QD-Original".			
2	<p>TABLE OF CONTENTS (Sec. 3.4.1(a))</p>			All pages must be numbered consecutively.			
3	<p>EXPRESSION OF INTEREST (EOI), CONFIDENTIALITY UNDERTAKING (CU), AND ACKNOWLEDGEMENT AND CONSENT FORM FOR DATA PRIVACY</p>			<p>For the electronic copies, it is a mere resubmission of the latest EOI, CU and Acknowledgement and Consent Form for Data Privacy already submitted to the TPBAC Secretariat, for ease of reference and proper compilation of the TPBAC.</p> <p>More importantly, for the hard copies, this is the only opportunity for the Bidders to submit the hard copy of said documents to the TPBAC (placed in Envelope 1 and inside the Original Copy box).</p>			
4	<p>APPLICATION TO QUALIFY AND PARTICIPATE IN THE BIDDING (Sec. 3.1.1)</p> <p>Attachment:</p> <p>Authority to Participate in the Bidding and Designation of Authorized Representative</p>		<p>Annex QD-1</p> <p>Annex QD-1A</p>	Annexes QD-1 and QD-1A should be notarized.			
5	<p>COMPANY INFORMATION (Sec. 3.1.2)</p> <p>Attachments:</p> <p>(a) SEC Certificate of Incorporation;</p> <p>(b) Articles of Incorporation and By-Laws or Articles of Partnership;</p> <p>(c) Latest General Information Sheet, stamped "received" by the SEC;</p> <p>(d) Diagram of the corporate structure of the Bidder, and a copy of the shareholders' agreement, pooling agreement, voting trust agreement or equivalent document, if applicable to explain the diagram or if the Bidder is a partnership or consortium.</p>		Annex QD-2	<p>(subject to some allowed revisions issued in various Bid Bulletins to address specific circumstances of a bidder)</p> <p>For the Attachments, the required notarized certifications must be followed.</p> <p>For Attachment (a), only the one pager Certificate of Registration, usually attached with the Articles of Incorporation need be submitted. If it forms part together with Attachment (b), this will be acceptable.</p> <p>For Attachment (b), if the Articles of Incorporation has been</p>			

Bid Documents		Page No. in the set	Form	Notes	Yes	No	Comments
	(e) 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 shall be solidary for the parties thereto.			<p>amended several times, only the most recent amended AOI need be submitted.</p> <p>GIS – e-mail acknowledgement of the SEC would suffice as a substitute of the SEC stamp “received.”</p> <p>Diagram of the corporate structure – only up to Affiliates engaged in the power industry.</p>			
6	CERTIFICATION THAT NOMINATED PLANT IS UNCONTRACTED (Sec. 3.1.2(f))		Annex QD-3	Annex QD-3 should be notarized.			
7	BIDDER’S CERTIFICATION OF ABSENCE OF UNSATISFACTORY PERFORMANCE RECORD, OUTSTANDING DISPUTE, OR DUE AND DEMANDABLE FINANCIAL OBLIGATION/S (Sec. 3.1.3) <p>Attachments:</p> <p>(a) List of the Bidder’s Counterpart(ies)/Financial Lenders</p> <p>(b) Counterparty’s Certification of Absence of Unsatisfactory Performance Record, Outstanding Dispute or Due and Demandable Financial Obligation/s</p>		<p>Annex QD-4</p> <p>Annex A of Annex QD-4</p> <p>Annex QD-4-A</p>	<p>Annexes QD-4 should be notarized.</p> <p>Annexes QD-4-A should be notarized.</p>			
9	STATEMENT OF FINANCIAL CAPABILITY (Sec. 3.1.5) <p>Attachments:</p> <p>(a) 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, 2021) duly stamped “received” by the Bureau of Internal Revenue (“BIR”) or SEC, or the equivalent thereof in a foreign country; <u>and</u></p> <p>(b) copy of the most recent quarterly financial statements</p>		Annex QD-5	<p>The Statement of Financial Capability, to be used as the cover page of all attachments in Annex QD-6, should be notarized.</p> <p>(Subject to some allowed revisions issued in various Bid Bulletins to address specific circumstances of a bidder)</p> <p>E-mail acknowledgement of the BIR/SEC would suffice as a substitute of the BIR/SEC stamp “received.”</p> <p>Attachment (a) must 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.</p>			

Bid Documents		Page No. in the set	Form	Notes	Yes	No	Comments
				<p>Attachment (b) must be certified as a true copy by the chief financial officer or treasurer, and must be under oath and notarized.</p> <p>For Attachment (b), All available quarterly FS after the most recent Audited FS should be submitted. For example, if the latest AFS is for the year ending December 2021, then quarterly FS for 1st to 3rd [or 4th, if available] quarters of 2022 should be submitted.</p>			

ENVELOPE 2 – TECHNICAL PROPOSAL

	Bid Documents	Page no. in the set	Form	Notes	Yes	No	Comments
1	<p>One (1) Electronic copy uploaded to the cloud-based folder</p> <p>One (1) Original copy</p> <p>Three (3) Electronic copies contained in a USB/thumb flash memory drive, attached/taped to the set of the Original copy</p>			Each page shall be marked as "Envelope 2-TP-Original".			
2	<p>TABLE OF CONTENTS (Sec. 3.4.1(a))</p>			All pages must be numbered consecutively.			
3	<p>TECHNICAL PROPOSAL (NOMINATED PLANT) (Sec. 3.2)</p> <p>Attachments:</p> <p>(a) Technical characteristics of the Plant showing evidence of compliance to the technical requirements stated in the Invitation to Bid's Terms of Reference Table ("TOR Table");</p> <p>(b) The Nominated Plant must be covered by a Certificate of Compliance (COC) or Provisional Authority to Operate (PAO) from the ERC at the start of the Operations Effective Date of the PSA, to be submitted by the Interested Bidder which shall be certified as a true copy by (i) the ERC; or (ii) the corporate secretary, in which case it must be under oath and notarized;</p> <p>(c) The Nominated Plant must be registered as a direct member of the WESM and a copy of its Market Participation Agreement for the Nominated Plant, which shall be certified as a true copy by (i) the PEMC and/or IEMOP; or (ii) the corporate secretary, in which case it must be under oath and notarized, must be submitted;</p> <p>(d) The Nominated Plant must be covered by a valid Transmission Service Agreement (TSA) or a Distribution Wheeling Service Agreement (DWSA), if embedded, which shall be duly certified by the National Grid Corporation of the Philippines (NGCP) or applicable distribution utility, or the corporate secretary, in which case it must be under oath and notarized;</p> <p>(e) The Nominated Plant must be covered by a Fuel Supply Agreement (FSA), which shall be duly certified by corporate secretary, in which case it must be under oath and notarized; and</p>		Annex TP-1	<p>The Certification regarding Technical Proposal (Nominated Plant), to be used as the cover page of all attachments in Annex TP-1, should be notarized.</p> <p>(Subject to some allowed revisions issued in various Bid Bulletins to address specific circumstances of a bidder)</p> <p>(for attachment b., see Bid Bulletin No. 2 - The TPBAC may, at its sole discretion on justifiable grounds, allow an application for the renewal of the COC/PAO to be submitted, provided that the Bidder could not use an unsuccessful renewal as a reason for non-performance of its obligations under the PSA. The Bidder is advised to include a write-up explanation when submitting a mere application for COC renewal/PAO extension, which should include a discussion of the status of such application and any recent developments. Including a certification issued by the ERC which states that the COC/PAO is being evaluated for renewal or extension is also recommended to support such write-up explanation.)</p>			

Bid Documents		Page no. in the set	Form	Notes	Yes	No	Comments
	(f) If applicable, the Certificate of Registration issued by the Board of Investments (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.						

ENVELOPE 3 – BID PRICE AND BID SECURITY

Bid Documents		Page no. in the set	Forms	Notes	Yes	No	Comments
1	<p>One (1) Electronic copy uploaded to the cloud-based folder</p> <p>One (1) Original copy</p> <p>Three (3) Electronic copies contained in a USB/thumb flash memory drive, attached/taped to the set of the Original copy</p>			Each page shall be marked as "Envelope 3-BID-Original".			
2	TABLE OF CONTENTS (Sec. 3.4.1(a))			All pages must be numbered consecutively.			
3	BID LETTER (Sec. 3.3(a))		Annex BID-1	Annex BID-1 should be notarized.			
4	BID SECURITY (Sec. 3.3(b))		<p>Annex BID-2</p> <p>ANNEX A to Annex BID-2: DEMAND FOR SIGHT PAYMENT</p>	<p>(Subject to some allowed revisions issued in various Bid Bulletins to address specific circumstances of a bidder)</p> <p>Annex BID-2 should be notarized.</p> <p>The Bid Security shall be equivalent to Two Million Seven Hundred Thousand Pesos (Php2,700,000.00) multiplied by MegaWatt (MW) of Offered Contract Capacity, in the form of an irrevocable standby letter of credit issued by issued by one or more Allowed Bank.</p> <p>No combination of forms of the Bid Security (i.e., combination of irrevocable standby letters of credit and manager's check) will be allowed.</p> <p>This Bid Security requirement may be complied with by the Interested Bidder directly, or, provided the Bid Security format in the IPB is followed, through any of its direct shareholders representing Controlling interest, Affiliates, or Ultimate Parent</p> <p>The Bid Security shall initially be valid for sixty (60) days from the Bid Submission Deadline (i.e. until April 30, 2023). The Bid Security's validity may be for more than sixty (60) days but should not be less than the said period.</p>			
5	<p>FINANCIAL EVALUATION WORKBOOK ("FEW") (Sec. 3.3(d) and (e))</p> <p>See pages 25 to 26 of the IPB.</p> <p>(a) A soft copy of the Bidder's duly accomplished Financial Evaluation Workbook</p>			Bidders must use the updated version of the FEW (see Bid Bulletin No. 2).			

Bid Documents		Page no. in the set	Forms	Notes	Yes	No	Comments
	<p>submitted as an electronic copy file uploaded to the cloud-based folder and contained in USB/thumb flash memory drive (attached to the Original Copy).</p> <p>(b) Print outs of the relevant worksheets, as reflected in the Financial Evaluation Workbook of the Bidder and signed by the Bidder’s authorized representative:</p> <p>i. Headline Rate Result Worksheet;</p> <p>ii. Base Rates Table Worksheet; and</p> <p>iii. Bid Security Worksheet.</p>						
6	<p>ACKNOWLEDGEMENT AND ACCEPTANCE OF THE POWER SUPPLY AGREEMENT TEMPLATE (Sec. 3.3(c))</p>		Annex BID-3				

**HOUSE RULES
BID SUBMISSION AND OPENING
OF DOCUMENT SUBMISSIONS
PEAKING CONTRACT CAPACITY OF 300MW (net)
EFFECTIVE 26 MARCH 2023**

1 March 2023
Zoom Virtual Meeting

To supplement the procedure provided under the Instructions to Prospective Bidders, as amended by the Bid Bulletins, (collectively, the “IPB”) for the Competitive Selection Process for Peaking Contract Capacity of 300MW (net), effective 26 March 2023, the Third-Party Bids and Awards Committee (“TPBAC”) adopts the following House Rules for the Submission, Opening and Evaluation of Document Submissions (the “Proceedings”):

A. GENERAL GUIDELINES

1. The Proceedings shall be under the direction and control of the TPBAC. The TPBAC Chairperson, or in his absence, the Vice-Chairperson, shall preside over the Proceedings.
2. The Head of the Secretariat shall act as the Secretary of the Proceedings. The Secretariat shall be in charge of documenting and recording the Proceedings.
3. Only the Interested Bidders that timely submitted its submissions (represented by their authorized representative/s named in their latest Expression of Interests (“EOI”) submitted at least five (5) days before the Bid Submission Deadline (as defined below) are allowed to attend and participate in the opening of the submissions and Bid, together with the Department of Energy (“DOE”) and Energy Regulatory Commission (“ERC”) observers invited by the TPBAC.
4. No individual, except for the Secretariat, shall be allowed to video, audio record, or take photographs of the Proceedings. A copy of the official recording may be given to the requesting Interested Bidder only upon request and approval of the TPBAC pursuant to Section 2.6 (Confidentiality) of the IPB.
5. In accordance with Section 4 of the IPB, the Proceedings will be conducted through a full virtual video/audio conferencing using the Zoom application, in order to comply with the government-mandated and Meralco’s policy of health precaution or safety requirements.

The guidelines before and during the Proceedings are as follows:

- A. Before the Proceedings through virtual video/audio conferencing -
 - 1) Registration is required for all participants, including the Bidders’ authorized representatives, to receive the videoconferencing details for the Proceedings that will be conducted through Zoom.
 - 2) Only the registered email addresses of the Bidder’s authorized representatives, as stated in their latest EOI, will be allowed to join the Zoom meeting for the Proceedings. Thus, such email address must be the one used to register, and it should have a Zoom account to be able to join the conference. Only one device per email address will be allowed to connect.
 - 3) On **9:00 A.M. of 22 February 2023**, the registration link will be sent to the email addresses of the authorized representatives of Bidders and DOE/ERC observers (“Participants”) who have registered for the Proceedings.
 - 4) The **deadline for registration is at 4:00 P.M. of 28 February 2023.** A confirmation link will be sent to registered Participants after the deadline and successful registration.

B. During the Proceedings through virtual video/audio conferencing -

- 1) The Participants must be in the waiting room of the Zoom Meeting by **7:50 A.M. of 1 March 2023** in order for their attendance to be registered and considered.
- 2) At 8:00 A.M., the TPBAC Secretariat will start admitting into the Zoom Meeting the DOE/ERC observers; the TPBAC, TPBAC representative/s and Technical Working Group ("TWG") members; authorized bank representative/s; and the Bidder's authorized representatives that successfully registered, subject to the applicable removal of access after the 9:00 A.M. deadline (as described below).
- 3) Only Bidders that meet the Bid Submission Deadline will be allowed to attend the Zoom meeting for the Opening of Bids.
- 4) At 9:00 A.M., a roll call of the registered and authorized representatives of the Bidders and Observers will be conducted by the TPBAC Secretariat of the Bidders who were able to meet the Bid Submission Deadline.

Bidders who were not able to meet the Bid Submission Deadline or did not submit a bid will be removed from the Zoom Meeting.

- a) Since only Bidders' authorized representatives can join the Proceedings, only a maximum of three (3) individuals per Interested Bidder may join the conference. Convergence of Participants in one venue or using one Zoom account is allowed provided that they are all EOI-indicated authorized representatives of one Bidder.
- b) During the roll call, the Bidders' authorized representatives must designate one (1) of its authorized representatives as speaker for the Interested Bidder. As a rule, only the designated speaker may speak on behalf of the Bidder.
- c) Those who are admitted in the Zoom Meeting but not included in the list of authorized representative/s of the Bidders will be removed by the Secretariat from the Zoom Meeting.
- 4) The Participants must use the following display credentials throughout the Proceedings: "Company Name Initials - Surname, First Name";
- 5) Participants shall ensure that their names and the name of the company they are representing are properly reflected on their respective accounts;
- 6) Participants shall be required to mute themselves during the entire duration of the Zoom Meeting unless prompted by the Secretariat to unmute. Only those recognized by the TPBAC or TPBAC Secretariat may be allowed to speak;
- 7) Participants shall be required to turn on their respective video cameras during the entire duration of the Proceedings;
- 8) If necessary, the TPBAC and TWG may declare a recess of the proceedings and move to a breakout room for a caucus; and
- 9) All Participants must observe the House Rules provided herein. The Secretariat may give warnings to Participants who do not observe the House Rules by indicating the same in the chat box. The Secretariat shall flag to the TPBAC Chairperson and recommend the removal of Participants who continue to disregard the House Rules and/or disrupt the Proceedings from the Zoom Meeting despite warnings.

6. The TPBAC may request assistance from the TWG and/or the Secretariat to perform such functions as may be necessary, at the discretion of the TPBAC.

B. SUBMISSION OF BIDS

1. The TPBAC shall only receive the Original Copy box of the Document Submissions of the Bidders between **8:00 A.M. until 9:00 A.M. of 1 March 2023** ("Bid Submission Deadline"). In accordance with Section 2.2 of the IPB, Interested Bidders shall submit to the TPBAC their Document Submissions by submitting original hard copies, which includes three (3) USB/thumb flash memory drives containing the electronic copies/scanned files (PDF format) of the contents of the said original set, inside a properly labeled sealed box. The soft copies of the Document Submissions stored in the USBs shall be in the form of a .zip folder protected by a password (similar to the uploaded copy in the cloud-based folder).
2. The Bidder shall ensure that it will deliver the Document Submissions at the designated venue for submission at the **Lobby, PowerTech Building, Meralco Center, Meralco Ave, Pasig City**. For the submission, the Bidder shall ensure that the authorized representative (or a designated person authorized through, and possessing, a Special Power of Attorney executed by any of the Bidder's authorized representatives) on board the Bidder's authorized vehicle with the Document Submissions, enters the designated queue on or before the Bid Submission Deadline. The designated queue shall begin at the **PowerTech Lobby** vehicle drop-off area.

For this purpose, the Bidder shall submit to the TPBAC by **4:00 P.M. of 28 February 2023** the vehicle details (e.g., vehicle make, plate number) of the authorized vehicle which will be used to deliver the Document Submissions at the designated venue, and the name of the authorized representative or the designated person (authorized through, and possessing, a Special Power of Attorney from any of the Bidder's authorized representative) who will personally submit the Bidder's Document Submissions.

3. Before or at 9:00 A.M., Bidders whose authorized representatives (or designated persons authorized through, and possessing, Special Powers of Attorney) are present inside their authorized vehicle which contains the Document Submissions and is inside the designated queue area, will be given queuing numbers. Fixed and roving cameras shall be set at designated areas to ensure full view of the queuing and during submission.
4. Only Bidders who were issued queuing numbers on or before 9:00 A.M. shall be allowed to register; submit their Document Submissions at the registration table; **and** be allowed inside the Zoom virtual meeting for the Opening of the Bids. Late submissions shall be rejected and returned unopened to the concerned Bidder. As long as the Bidder is in queue by 9:00 A.M. and whose representative possesses a queue number, the submission will be considered as having been made within the deadline. Only Bidder's authorized representatives (or designated persons authorized through, and possessing, Special Powers of Attorney) shall disembark from the vehicle to deliver the sealed box at the receiving table. After submission, the Bidders' authorized representatives (or designated persons authorized through, and possessing, Special Powers of Attorney) will be directed to leave the venue.
5. For the purpose of monitoring the Bid Submission Deadline, the Philippine standard time as provided in <https://oras.pagasa.dost.gov.ph/widget.shtml> shall be followed.
6. The envelopes or boxes, containing the original documents, of Bidders will be marked received by the TPBAC by indicating therein "Received" and the time of receipt. After the submission has been recorded, the sealed boxes will be placed in front of the TPBAC/TWG's table within clear view of the Zoom meeting video camera or video recording.
7. The TPBAC Secretariat shall prepare a list of Bidders which have submitted their respective Document Submissions on or before the Bids Submission Deadline and late submissions, if any, and submit such list to the TPBAC for evaluation and/or approval.
8. For clarity, the Bidder's duly registered authorized representatives will be allowed to enter the Zoom meeting venue for the Opening of Bids only after their Document Submissions are timely received by the TPBAC (and have duly registered themselves).

C. RETURN BY THE BANK CUSTODIAN OF THE RESERVE PRICE ENVELOPE

1. The return by the bank custodian, Asia United Bank (AUB), of the custody of the sealed Reserve Price envelope to the TPBAC is scheduled between **9:00 to 9:30 A.M. of 1 March 2023.**
2. The sealed Reserve Price envelope will be placed by the bank custodian on the non-contact receiving table outside the venue but followed by and within clear view of the Zoom meeting video camera or video recording. The bank custodian shall issue a certification on the safekeeping of the sealed Reserve Price envelope, which shall be read or shown to the Bidders.
3. After the turnover, the bank custodian will leave the venue. The sealed Reserve Price envelope shall be placed on a book stand or table in front of the TPBAC/TWG's table in full view of all of the Bidders or the Zoom meeting camera for the whole duration of the Proceedings.

D. OPENING AND EVALUATION OF BIDS

1. At **9:30 A.M. of 1 March 2023,** to start the Opening of Bids, a roll call of Bidders' authorized representatives shall be conducted by the TPBAC Secretariat.
2. The TPBAC shall direct the opening and evaluation of the Document Submissions. During the Opening of the Pre-Qualification Documents, the Interested Bidder/s shall email to the TPBAC Secretariat the password for the pertinent zip folder/file to be opened by the TPBAC. The opening and evaluation of the Document Submission shall be in three (3) stages, Envelope 1: Qualification Documents, Envelope 2: Technical Proposals and Envelope 3: Bid Prices in this order with the assistance of TWG. Such documents shall be opened and evaluated based on the order of registration of the Bidders. The uploaded/soft copies to the cloud-based folder of the Document Submissions shall be opened for simultaneous review of the TPBAC and TWG. The opening of the Document Submissions of all bidders shall be shown to the Participants through the Screen Share feature to be facilitated by one of the TPBAC or TWG members. Upon the TPBAC's sole discretion, it may direct the opening of the Original Copy sealed box in order to get the USB thumb/flash memory drives containing the scanned soft copies of the Document Submissions and/or compare it with the original copies of the Document Submissions.
3. The Bidder's authorized representatives, particularly the designated speaker, whose Document Submissions are being opened and evaluated are expected to be ready to respond in case the TPBAC or TWG will have clarificatory questions (see next item immediately below).
4. During the opening and evaluation of the Document Submissions, the TPBAC may confer with the Bidder's authorized representatives to verify any deficiency, ambiguity or possible error in the Document Submissions. If the TPBAC determines that any required document or information in the Document Submissions is found to be incomplete or patently insufficient or otherwise "non-conforming," the TPBAC reserves the right to immediately reject the Document Submissions of the concerned Bidder and consider its Document Submissions as "FAILED".
5. No Bidder shall be allowed to raise questions or make manifestations during the opening and evaluation of the Qualification Documents, Technical Proposals, and Bids. The Bidders are requested, instead, to note down all questions and/or manifestations and submit it formally in writing to the TPBAC Secretariat following the proper remedy under the IPB.
6. At the end of each stage of evaluation, the TWG shall prepare a report for the TPBAC's evaluation and/or approval. The TPBAC shall announce the Bidders who have qualified after each stage and who are allowed to participate in the next stage, and any other information which it deems necessary. Bidders whose Document Submissions were found to have "FAILED" at a relevant stage, shall be required to leave the Zoom meeting.
7. The TPBAC shall take custody of the original and soft copies of the Document Submissions that have been considered as "PASSED" at the relevant stage. The unopened original and soft copies of the Documents

Submissions that have been considered as “FAILED” shall be returned to the concerned Bidder at a later time to be designated by the TPBAC.

8. No amendments by Bidders to Annexes and forms shall be allowed. Any amendment by the Bidder on the Annexes and forms, which have not been approved by the TPBAC through the Bid Bulletins, shall be a ground for disqualification.

E. REMINDERS FOR ENTERING THE MERALCO OPERATIONS CENTER (MOC) ON 1 MARCH 2023.

The Interested Bidder’s authorized representative/s (indicated in the latest Expression of Interest) or designated persons authorized through, and possessing, Special Powers of Attorney, who will submit the Original Copy box shall:

1. Bear the risk of the traffic peak/rush hours going to the Meralco Center Gate 2 (located between The Medical City hospital complex and intersection of Meralco Ave. and Ortigas Ave.), as well the as possible closure of the left turn access going to Meralco Center Gate 2 if coming from EDSA or Meralco Ave;
2. Bring his/her original vaccination card and must be fully vaccinated (i.e. at least 14 days from the last dose) on the day of the event. For clarity, to avoid delay or prevention of entry to the MOC, the driver of the vehicle, despite not being tasked to disembark and submit the original copy box, is required to bring also his/her original vaccination card and must be fully vaccinated (i.e. at least 14 days from the last dose) on the day of the event; and
3. Wear the appropriate personal protective equipment (i.e. face mask).

Approved on 15 February 2023.