



March 21, 2025

### **BID BULLETIN NO. 02**

### **RESPONSES FROM THE CONDUCTED PRE-BID CONFERENCE**

To all Bidders,

In relation to the conducted Pre-bid Conference last March 18, 2025 for the NEECO II-Area 1's Competitive Selection Process for the Supply of Full Energy Requirements/Baseload and Intermediate Energy for a term of sixty (60) months or five (5) years commencing the period from December 26, 2025 to December 25, 2030, please be advised of the following:

#### 1 ITB Annex F - ~~FORECASTED~~ CONTRACTED ENERGY (2026-2030).

Month	2026	2027	2028	2029	2030
	47 MW	50 MW	53 MW	56 MW	59 MW
January	34,968,000	37,200,000	39,432,000	41,664,000	43,896,000
February	34,968,000	37,200,000	39,432,000	41,664,000	43,896,000
March	31,584,000	33,600,000	36,888,000	37,632,000	39,648,000
April	34,968,000	37,200,000	39,432,000	41,664,000	43,896,000
May	33,840,000	36,000,000	38,160,000	40,320,000	42,480,000
June	34,968,000	37,200,000	39,432,000	41,664,000	43,896,000
July	33,840,000	36,000,000	38,160,000	40,320,000	42,480,000
August	34,968,000	37,200,000	39,432,000	41,664,000	43,896,000
September	34,968,000	37,200,000	39,432,000	41,664,000	43,896,000
October	33,840,000	36,000,000	38,160,000	40,320,000	42,480,000
November	34,968,000	37,200,000	39,432,000	41,664,000	43,896,000
December	33,840,000	36,000,000	38,160,000	40,320,000	42,480,000
<b>Total</b>	<b>411,720,000</b>	<b>438,000,000</b>	<b>465,552,000</b>	<b>490,560,000</b>	<b>516,840,000</b>

2. How will the PSP-BAC consider the Line rental in the evaluation?

Basic Generation Rate
<b>Less:</b> Prompt Payment and Other Discounts
Line Rental
<b>Add:</b> Value Added Tax (VAT)
Other Applicable Fees and Charges (including derivation of each component)
Final Generation Rate (Net of Discounts, Line Rental, VAT, other applicable fees and charges)

Higher Line Rental Cap offered by the bidder is an advantage.



### 3. Cost of Replacement Power shall be billed at Contract Price.

#### 4. Interim Relief from ERC

##### Section 3.3 of the Draft PSA states that:

*Seller shall commence delivery of Contract Energy to Buyer on Delivery Date. The Delivery Date shall be a date, after Effective Date, reckoned from the December 26, 2025 or date of issuance by the ERC of a Provisional Authority or Interim Relief, as applicable, or Final Authority, if neither Provisional Authority or Interim Relief was issued, whichever comes later.*

#### 5. Breakdown of Monthly Energy

##### Refer to Schedule 2 (reflected in the draft PSA)

6. The Bidders shall submit at least three (3) Certificate of Good Standing including certificates from the non-regulated supply such as Contestable Customers, GEOP End-Users, Retail Aggregation Program End-Users among others.

#### 7. Clarification on the process of availment of PPD

Bidders are required to specify their process for applying the Prompt Payment Discount (PPD), indicating whether it will be applied within the same billing period or the following billing period

#### 8. 180 days Force Majeure shall be 90 Days:

Revision of the provision of the Draft PSA:

Section 9.5.2 of the Draft PSA:

*xxxx..... If any Force Majeure is expected by the Claiming Party to exceed ~~one hundred eighty (180) days~~ **Ninety (90) days** then the Claiming Party may give notice to the other Party at any time of the Claiming Party's desire to terminate this Agreement.....xxxxx*

#### 9. Assignment of Rights

Section 11 of the Draft PSA states that:

*Seller may only assign or transfer its rights or obligations to its Affiliates or its consortium's special purpose vehicle under, pursuant to or associated with (a) this Agreement, (b) the movable property and intellectual property of Seller, or the revenues or any of the rights or assets of Seller, in each of subsections (a) through (c) without the prior written consent of Buyer, provided, however, that any such assignee of Seller shall have the ability to perform all of Seller's obligations and duties under this Agreement. Such transfer of rights and obligations under this provision shall require prior notification and approval of the ERC. Nonetheless, both assignor and assignee are solidarily liable under this Agreement.*

#### 10. Contract Signing

The process for signing the contract will be mutually agreed upon in consultation with the Winning Bidder to ensure all terms and conditions are clearly defined and both parties are aligned.



# NEECO II - AREA 1

## NUEVA ECIJA II ELECTRIC COOPERATIVE, INC. - AREA 1

Calipahan, Talavera, Nueva Ecija  
www.neeco2area1.com  
neeco2\_area1@yahoo.com.ph  
(044) 411-1007 loc. 117

### 11. Liquidated Damages

In the event of default by either Party, the following liquidated damages shall apply:

- The defaulting Party shall pay liquidated damages of **One Hundred Thousand Pesos (100,000.00 PHP) per Megawatt (MW)** per day for every day the default continues, including any fraction of a day.
- These liquidated damages shall be payable within **thirty (30) days** from the date of receiving a written demand for payment from the non-defaulting Party.

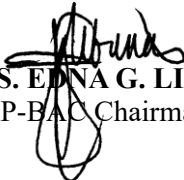
Bidders shall submit their acknowledgement or further queries to this Bid Bulletin on or before March 27, 2025. It shall be addressed to the PSP-BAC Chair:

**Ms. Edna G. Libunao**

Nueva Ecija II Electric Cooperative Inc. - Area 1  
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Please be guided accordingly.

Best regards,

  
**MS. EDNA G. LIBUNAO**  
PSP-BAC Chairman