

**BGI CONSOLIDATED COMMENTS (No.3)**

No.	Document	Page No.	Section No. / Source Data	Description	Questions / Clarifications / Comments	AEC's Response
1	TOR	4	5. Terms of Reference: Contract Energy, kWh per year and/or daily average  SBB 2 - response to BGI, item 1	Question: TOR page 4 says Peak demand to be procured is 13,000 kW. We understand that the peak demand should served as the cap in demand. Therefore, the 107% adjustment shall not be applicable to intervals with 13,000kW. Otherwise, peak demand should be adjusted to 13,910 kW.  SBB #2 Answer: This is just a bandwidth to give AEC room for adjustment during hot summer months. No need to <b>increase the peak demand.</b>	Please clarify that the Answer in SBB #2 would mean that the bidder should reserve 13,910 kW of capacity instead of 13,000kW, in order to meet the requirement of the CSP.	Yes
2	TOR	5	Reserve Price	AEC has established a Reserve Price, or a price cap, upon which the bid price of the qualified bidders cannot exceed. The Reserve Price will not be disclosed to the bidders until the Bid Opening Date.	1. Can we request for the basis of the Reserve Price? We acknowledge that it is needed to avoid high-priced generation cost and that will be disclosed on the opening date only, but we hope to get a basis of the computation to help us estimate an offer that would pass the reserve price.  2. Please clarify if the Reserve Price is on an annual basis or on an average of 10 years.	1. Basis of Reserve Price will be disclosed during Bid Opening Date;  2. AEC Management decided that the Reserve Price be applied to the average of all contract years
3	TOR / SBB 1	9	SBB 1 - response to BGI, item 22	Question: Can we confirm that the items listed in 10.4 are the complete list of documents to be submitted, but that we should follow the order & folders in 9.1. & 9.2.?  SBB 1 Answer: 10.4 is a checklist of requirements under 10.1 (legal) and 10.2 (technical) but is not yet a complete list of requirements. Foldering order should follow 10.1 and 10.2. 10.3 (financial requirements) should already contain the accomplished PSA.	Following 10.1 and 10.2 , and also considering 9.1 and 9.2 (since not all requirements are in 10.1 and 10.2), may we confirm if this is the <b>complete</b> list and correct order of requirements for bid submission?  Folder 1 10.1.a-j 10.2 a-d 9.1.3 (Bid security)  Folder 2 10.3 a 9.2.2 9.2.3. Draft PSA  -----  Moreover, the following documents are not in 10.1 and 10.2. Can we ask which folder we would include the following:  10.4.f LGU permits 10.4.l Requirements for New / to be constructed plants	Folder 1 is confirmed  Folder 2 is confirmed  10.4 documents to be submitted in folder 1

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4	TOR	7	9.1.1 and 10.2.a	<p>9.1.1 Plant Details: Nominated Plant Name Location Connection Node Technology Contract Energy per year, kWh Equivalent Contract Capacity, kW Guaranteed Plant Factor</p> <p>and</p> <p>10.2.a. Bidder must identify the proposed power plant ("Nominated Power Plant"). The Nominated Plant must be capable of supplying the Contract Energy to AEC for the required Contract Period beginning on the Target Commercial Sale Date, after considering energy and capacity already committed to other off takers</p>	<p>May we confirm that the document required for 9.1.1 and 10.2.a is the same document</p> <p><b>If yes</b>, and if we will follow the ordering of 10.1 and 10.2, may we confirm that this will not be the very first document on the First envelope, even if it is the first item listed under 9.1?</p> <p><b>If no</b>, should we put 9.1.1 as the first document in folder 1? (it is not mentioned under 10.1 and 10.2, which we should follow the order according to SBB 1-response to BGI, item 22)</p>	<p>Sections 9.1.1 and 10.2.a require the same document. The documents in the first folder may be in any order as long as they are complete.</p>
5	TOR and SBB 2	8	TOR 10.1.h & SBB 2- responses to SNAP BI	<p>TOR 10.1.h - Bidder and any of its Affiliates must not have any Outstanding Dispute or pending/outstanding financial obligation/s with AEC, unless this disqualification is waived by AEC. For this purpose, "Outstanding Dispute" refers to any pending judicial, administrative or alternative dispute resolution proceeding between the Bidder or any of its Affiliates, on one hand, and AEC, on the other.</p> <p>SBB 2- AEC will determine this for itself. No template.</p>	<p>If AEC will determine this requirement for itself, does it mean that the bidders may not submit any document for this item? Since AEC will be the one to confirm.</p> <p>If a document is required, will a signed letter from the bidder (not notarized) suffice?</p>	<p>If bidder has an outstanding dispute with AEC, this document must be submitted</p> <p>Yes, it will suffice</p>
6	TOR	8	10.2 Technical Qualification Requirements	<p>b. In relation to the Nominated Power Plant, Bidder must provide evidence that the Bidder or its direct shareholders is the owner of, and Controls, the Nominated Power Plant and has sufficient authority to enter into the power supply agreement with AEC.</p>	<p>For this requirement, can the bidder submit their expired Certificate of Compliance (COC) with the proof of application for renewal? The COC contains proof of ownership of the bidder of the plant, but is still processing for renewal. The bidder will also submit supporting documents as proof of the ongoing renewal with DOE.</p>	<p>10.2.b is not asking for the COC. Sec Cert/Board Resolution is the requirement for this item, which authorizes the bidder to enter into a PSA with AEC</p>
7	TOR	10	12.a. Bid Security	<p>The Manager's Check shall be delivered to AEC on or before the deadline for the submission of bids addressed to the TPBAC Secretariat at AEC's main office located at Don Juan D. Nepomuceno corner Doña Teresa Avenue, Nepo Center, Angeles City.</p>	<p>May we confirm that the TPBAC Secretariat (Engr. Allan M. Santillan) will be the one to physically receive the Manager's Check? If not, can we know who is authorized to receive so we could specify and also include the recipient as "care of" <del>We want to be specific on the recipient to ensure that the Manager's check will be released handed to the authorized actual person identified, especially because the document has monetary equivalent.</del></p>	<p>Yes, The Secretariat will receive the Manager's Check</p>
8	Annex 5	1	Undertaking to Jointly File with AEC a Renewable Energy Power Supply Application Before ERC		<p>May we request to allow the revision of the Document as follows:</p>	
9	Annex 5	1	Undertaking - Title	<p>UNDERTAKING TO JOINTLY FILE WITH ANGELES ELECTRIC CORPORATION A RENEWABLE ENERGY POWER SUPPLY APPLICATION BEFORE ERC</p>	<p>UNDERTAKING TO JOINTLY FILE WITH ANGELES ELECTRIC CORPORATION A RENEWABLE ENERGY POWER SUPPLY APPLICATION BEFORE ERC- <a href="#">AGREEMENT FOR APPROVAL OF THE ENERGY REGULATORY COMMISSION</a></p>	<p>This will be under consideration by AEC</p>

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10	Annex 5	1	Undertaking- Body	. . .thru its undersigned authorized representative, undertakes to jointly file with Angeles Electric Corporation (AEC) an application before the Energy Regulatory Commission (ERC) for the approval of the Renewable Energy Power Supply Agreement.	. . .thru its undersigned authorized representative, undertakes to <b>hereby undertake, for and on behalf of [bidder] that [bidder] shall</b> jointly file with Angeles Electric Corporation ("AEC") an application before the Energy Regulatory Commission (ERC) for the approval of the Renewable Energy Power Supply Agreement <b>between AEC and [bidder] in the event that [bidder] is declared the Winning Bidder</b>	This will be under consideration by AEC
11	Annex 5	1	Undertaking- Body	[bidder] acknowledges that its failure to comply with this undertaking shall be a ground for AEC to terminate the RE Power Supply Agreement.	[bidder] acknowledges that its failure to comply with this undertaking shall be a ground for AEC to terminate the <b>aforesaid RE Renewable Energy</b> Power Supply Agreement.	This will be under consideration by AEC