



BID BULLETIN NO. 05
10 July 2024

*FOR PALAWAN ELECTRIC COOPERATIVE 40MW BASELOAD SUPPLY AND 15MW
PEAKING SUPPLY OF POWER FOR THE PALAWAN MAIN GRID*

Pursuant to *I-03, paragraph 1 of the Bidding Procedures* for the Competitive Selection Process conducted by the National Electrification Administration (NEA) for Palawan Electric Cooperative's (PALECO) 40 MW baseload supply and 15 MW peaking supply of power for the Palawan Main Grid (the "Transaction") as well as the prevailing regulations of the Energy Regulatory Commission and NEA, the NEA-Special Bids Awards Committee (NEA-SBAC) hereby issues Bid Bulletin No. 5.

The NEA-SBAC's official response to the questions and issues raised by the prospective Bidders is attached as **Annex "A"** to this Bid Bulletin.

In response to the comments raised by the prospective Bidders as well as the independent evaluation of the NEA-SBAC, the *Revised Transaction Documents* is hereby issued. The NEA-SBAC shall distribute the *Revised Transaction Documents* to the prospective Bidders via their registered email addresses.

Prospective Bidders are reminded to refer to the *Revised Transaction Documents* and no longer rely on the previous version. Relief will not be granted to any prospective Bidder for any plea of negligence, error, or mistake resulting from reliance on the previous version of the Transaction Documents.

Kindly acknowledge receipt of this Bid Bulletin and accomplish the form provided below and send to the NEA-SBAC through paleco.nea.csp.secretariat@gmail.com. For inquiries, please contact NEA-SBAC Secretariat Diana Jean G. Maala at (02) 8929-1909 loc. 8180.

For the guidance and information of all concerned.

Approved by: NEA-SBAC

ENGR. ERNESTO O. SILVANO, JR.
Chairperson

This is to confirm the receipt of Bid Bulletin No. 05 and to manifest acceptance of the terms and conditions outlined therein..

Received by : _____
Name of Company : _____
Date : _____

SUMMARY OF WRITTEN COMMENTS AND QUERIES DELTA P, INC.

No.	Section and Page	Comment / Suggested Revision	Explanation for the Comment / Suggested Revision	SBAC Responses
1	Bidding Procedures, I-02 Subject of the Bid Proposal, item 4, page 4	<p>1. Is the "annual energy delivered" capped at Annual Maximum Deliverable Energy ("AMDE")?</p> <p>2. If the winning bidder was dispatched beyond MDE per month or in a contract year, would the energy payment be capped or paid at actual energy delivered?</p>	<p>"On a monthly basis, PALECO shall pay the associated energy at 50% or 20% CUF level or the actual energy delivered whichever is higher". We would like to suggest that payment not be capped at AMDE to protect the interest of the supplier and allow payment based on actual energy delivered.</p> <p>Our rates are based on a certain level of dispatch and anything higher than the annual maximum deliverable energy will result to higher costs such as maintenance expenses.</p>	<p>See I-02, par. 4 of the Bidding Procedures ("BP") and Schedule of the draft Power Supply Agreement ("PSA").</p> <p>For either Lot, PALECO shall be allowed to nominate the Contracted Capacity but is only obliged to utilize the SUPPLIER's power plant at the Monthly Minimum CUF per Billing Month. Further, the SUPPLIER must make the Annual Maximum Deliverable Energy ("AMDE") available to PALECO, but the availability of the AMDE shall be subject to SUPPLIER's Outages Allowances.</p> <p>If PALECO nominates the Contracted Capacity of the SUPPLIER resulting in energy deliveries that exceed the AMDE, SUPPLIER shall have the right to refuse such nomination to the extent that it would exceed the AMDE. Also, PALECO shall have no obligation to nominate SUPPLIER beyond the AMDE.</p> <p>If PALECO dispatches the SUPPLIER within the Contracted Capacity but beyond the AMDE for the year, and the SUPPLIER makes this additional energy available, the SUPPLIER may charge at the appropriate Capacity Utilization Factor level for the Capital Recovery Fee, and the appropriate Fixed Operating and Maintenance, Variable Operating and Maintenance, and Fuel Fee as applicable.</p> <p>Notwithstanding the above, at no instance should the CRF_{CUF} of the Supplier exceed 100% of its CUF Table</p>

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2	Bidding Procedures, I-02 Subject of the Bid Proposal, item 7, page 5	Does the bidder need to provide a CUF Table for each year?	Item 7 only refers to a "CUF Table" but considering the 15-year term, it does not specify if there should be CUF for each year of the entire term.	<p><i>See I-02, par. 7 of the BP</i></p> <p>The Bidder shall offer only one (1) CRF_{CUF} Table which shall be applicable for the entire 15-year term of the PSA.</p>
3	Bidding Procedures, II-07 Preparation of Bids, Item 6, Page 10	For a bidder joining Lot 1 and Lot 2, will the bidder be required to submit two (2) sets of original/CTC eligibility requirements, even if these are common for both Lot 1 and Lot 2 main envelopes?	There is a need to clarify the statement: "There shall be two (2) Main Envelopes if the Bidder will submit offers for both Lot 1 and Lot 2".	<p><i>See I-07, par. 6 of the BP</i></p> <p>Bidders joining for Lots 1 and 2 would need to submit two (2) sealed Main Envelopes. Each Main Envelope would be treated completely separate and independent from each other.</p>
4	Bidding Procedures, II-07 Preparation of Bids, item 12, page 11	For confirmation if the documents can be placed in plastic inserts and not actually bound.	Considering the volume of the documents that will be ring-bound, which is the usual preferred mode of binding, some pages might be torn. Therefore, we suggest putting these documents in plastic inserts, which can then be ring-bound.	Putting documents in plastic inserts then ring-binding the plastic inserts shall be accepted.
5	Bidding Procedures, II-08 Submission of Eligibility Requirements & Bid Proposals, item 2, page 12	1. For non-applicable requirements, will PALECO accept an omnibus certification of non-applicability? To wit: a. Compliances and undertakings	It is indicated that the NEA-SBAC shall not accept Bids submitted by entities enumerated under Section 2.a. II-08	<p><i>See II-09, par. 19 of the BP</i></p> <p>Bidders shall submit a notarized Certification of Non-Applicability for the eligibility requirement/s that are not applicable to them, along with an explanation why said</p>

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		<p>for bidders forming a special purpose company]</p> <p>b. Service Contracts from DOE</p> <p>c. Other Technical requirements (for consortium)</p> <p>d. Schedule 7 (Parent Guarantee for NFCC)</p> <p>2.If yes, will PALECO require proof of non-applicability? If yes, can we request acceptable compliances?</p>	<p>Submission of Eligibility Requirements & Bid Proposals. Thus, there is a need to clarify that a Bidder is not under any of the restriction or prohibition.</p>	<p>requirement/s does not apply to them. The NEA-SBAC shall confirm and verify the veracity of the Bidder's explanations during post-qualification.</p>
6	<p>Bidding Procedures, II-08 Submission of Eligibility Requirements & Bid Proposals, item 2 (c), page 13</p>	<p>1.Has PALECO blacklisted/banned any bidder from participating?</p> <p>2.In the interest of a transparent public bidding, which is the mandate in the CSP Rules, is this list available to the other bidders?</p>	<p>"2. The NEA-SBAC shall not accept Bids submitted by:</p> <p>c. A Bidder which is barred or blacklisted from participating in any bidding by the ERC and/or by PALECO; or"</p> <p>One of the governing principles of the 2023 CSP Guidelines is adopting a transparent process for procurement, promoting fair competition by providing equal</p>	<p>To date, PALECO has not blacklisted any entity from joining this CSP.</p>

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			<p>opportunity to all ELIGIBLE, existing or new, and QUALIFIED suppliers to participate in the procurement process.</p> <p>The consumers who will be the end-users of the procured power have the right to be served only by eligible and qualified suppliers. While the participating bidders have the right to join a fair and transparent competition.</p>	
7	Bidding Procedures, II-08 Submission of Eligibility Requirements & Bid Proposals, item 2 (d), page 13	<p>1. Who are the current power suppliers of PALECO?</p> <p>2. Are all in good standing/compliant with their respective PSAs?</p>	<p>"2. The NEA-SBAC shall not accept Bids submitted by:</p> <p>d. A Bidder with pending contractual obligations or unimplemented power supply agreements with PALECO."</p>	<p>The NEA SBAC shall leave it to the PALECO Management to determine the power suppliers who are in good standing with PALECO and have no record of unsatisfactory performance.</p>

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8	Bidding Procedures, II-09 Legal Eligibility Documents, item 1, page 13	Does the bidder need to include the Certificate of Incorporation of the original Articles of Incorporation and all amendments, or will the Certificate of Incorporation of the latest Amended Articles of Incorporation and the latest Amended Articles of Incorporation suffice?	There might be Bidders that are corporations that have made amendments to their original AOI and By-Laws. This clarification will avoid confusion as to compliance with this requirement.	<p>The Certificate of Incorporation of the latest Amended Articles of Incorporation and/or the latest Amended Articles of Incorporation shall suffice.</p> <p>The Bidder must submit its latest corporate documents showing that under its charter, its primary purpose or secondary purpose allows them to engage in the business of power generation.</p>
9	Bidding Procedures, II-09 Legal Eligibility Documents, item 10, page 14	What if the bidder already submitted a Board Resolution covering item A? Do we need to submit another one for the same purpose which also covers items B, C, and D?	To clarify and hopefully, suggest to avoid unnecessary duplication.	Please submit a new Board Resolution covering Items A-D.
10	Bidding Procedures, II-09 Legal Eligibility Documents, item 15, page 15	<p>Will the SBAC accept a Lease Contract that is at least valid on bid submission date?</p> <p>Can the bidder submit a certified true copy of a lease agreement, or may the corporate secretary of the bidder certify the copy?</p>	Bidder is required to submit certificate of title, right of way agreements, lease agreements, or any other similar tenurial instruments, as proof of its right to occupy or use the land which the power plant will be constructed or are currently constructed.	<p>A <i>Lease Contract</i> that is valid on bid submission date shall be accepted provided the same shall be accompanied by a sworn undertaking by the authorized representative that if the Bidder is declared the Winning Bidder, the lease contract shall be renewed for the entire duration of the PSA or that the Bidder shall purchase the project site, whichever is applicable</p> <p>A copy of the <i>Lease Contract</i> may be certified as a true copy by the appropriate government agency. The Bidder's corporate secretary may likewise issue a certified true copy provided that the corporate secretary is in actual possession of the original copy of the Lease Contract.</p>

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11	Bidding Procedures, II-09 Legal Eligibility Documents, 11 (c), page 15	Which portion of Schedule 4 is referred to here?	The Bidder shall at all times fully comply with Philippine Law (see Schedule 4).	This is a general statement that refers to all relevant and applicable Philippine Laws.
12	<p>1. Bidding Procedures, II-09 Legal Eligibility Documents, item 11, page 15</p> <p>2. Bidding Procedures, II-09 Legal Eligibility Documents, item 12, page 15</p> <p>3. Bidding Procedures, II-09 Legal Eligibility Documents, item 13, page 15</p> <p>Bidding Procedures, II-09 Legal Eligibility Documents, item 14, page 15</p>	Does the bidder need to execute a separate Certification for these items? Or can the bidder re-attach Schedule 4?	<p>1. Certification by the Bidder to the effect that:</p> <p>a. It is not prohibited or restricted in any manner under applicable law or any agreement or license from participating in the Transaction;</p> <p>b. The Bidder does not have any Affiliate (i) who is a Bidder or (ii) who is an Affiliate of a Bidder;</p> <p>c. The Bidder shall at all times fully comply with Philippine Law (see Schedule 4)</p> <p>2. Sworn Undertaking</p>	<p>No separate <i>Omnibus Certification</i> is required.</p> <p>Please see revised Legal Eligibility Document checklist.</p>

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			<p>that the Bidder, if applicable, as well as their affiliates, assigns, and successors-in-interest, shall abide by the decisions of the NEA- SBAC, shall hold PALECO, NEA, NEA-SBAC, their respective Board Members, Officers, and Management, free and harmless from any claim or cause of action arising from the conduct and award of the CSP, and shall undertake not to institute or file any case or claim before any court of competent jurisdiction and administrative agency in relation to the conduct and award of the Project, except as provided for under Article VI (Protest Mechanism) and Article X (Enforcement) of the ERC 2023 CSP</p>	

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			<p>Guidelines (see Schedule 4)</p> <p>3. Sworn Attestation against Corruption; (see Schedule 4) Sworn attestation of No Conflict of Interest. The Bidder must disclose detailed information regarding any existing, potential, or future conflict of interest that a Bidder may have with the NEA SBAC (see Schedule 4)</p>	
13	Bidding Procedures, II-09 Technical Eligibility Documents, item 2, page 15-16	<p>1. To clarify if NEA-SBAC will allow the use of DPI's affiliate(s) to meet the portfolio requirement.</p> <p>Since Bidder can utilize Affiliate's eligibility for purposes of complying with Technical Eligibility Documents, can this also apply to the Legal Eligibility Documents?</p> <p>And if yes, will the Bidder be allowed to submit proof of affiliation?</p>	<p>This CSP is governed by ERC Resolution No. 16, Series of 2023.</p> <p>This is to prove compliance with the aggregate generation portfolio requirement.</p>	<p>The Bidder may opt to use the technical qualifications of its affiliates.</p> <p>If the Bidder shall use the qualifications of its affiliate for the Technical Eligibility requirements, the affiliate need not submit the documents referring to the "Legal Eligibility Documents". If the Bidder shall use the qualifications of its affiliate for the Technical Eligibility requirements, the Bidder must submit the affiliate's compliance with the Bidding Procedures, II-09 Technical Eligibility Documents, paragraph 2, subparagraphs 4 to 6.</p> <p>An "Affiliate" means, with respect to a specified entity, an</p>

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		<p>2. What is the definition of an affiliate? We suggest to adopt the same definition under ERC Resolution No. 16 Series of 2023 (ERC CSP Guidelines)</p> <p>How to prove compliance at the time of Bid Submission? Do the succeeding requirement nos. 3 to 6 (inclusive) allow the submission from DPI's affiliates?</p>		<p>entity that directly or indirectly, through one or more intermediaries, Controls (e.g., parent or grandparent company), is Controlled by (e.g., subsidiary) or is under common control (e.g., sister company) with the specified entity. As used herein, "control" shall mean the power to direct or cause the direction of the management policies of a person by contract, agency or otherwise. Bidder may refer to the template Affidavit of Affiliation attached to the Bidding Procedures. Bidders may revise the Affidavit of Affiliation as may be necessary to suit its circumstance.</p> <p>If applicable, Bidders shall include the its latest General Information Sheet along with an Organization Chart showing the percentage ownership of the affiliate/parent company relative to the Bidder.</p>
14	Bidding Procedures, II-09 Technical Eligibility Documents, item 2(g), page 16	<p>May we inquire the purpose of requesting the "Number and average duration of scheduled and un-scheduled outages for the last year of actual outage data per generation unit of the power plant/s." Should we also indicate that the same are compliant with our existing power supply agreements?</p> <p>If the purpose is to assess compliance, will the Certificate of Good Standing from PALECO or the plant's off-taker suffice?</p>	<p>If the purpose of this requirement is to determine compliance with the Bidders' current PSA, then, those that exceed outages should not be eligible in the first place, and will not be able to secure Certificates of Good Standing from their off-takers.</p>	<p>Bidders shall simply mention the average duration of every outage which shall be used by the NEA SBAC for reference only.</p>

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15	Bidding Procedures, II-09 Technical Eligibility Documents, item 4, page 16	<p>As part of the Technical Eligibility Documents, the COC or PAO is required. Can this requirement be fulfilled by an operating affiliate, if a special purpose company is yet to be formed, if the Bidder is a holding company?</p> <p>Does NEA-SBAC already require an existing plant?</p>	<p>Since the Bidder can utilize the Affiliate's eligibility for purposes of item #2, the same should also apply to the succeeding items (#3, #4, #5, and #6), and proof of the Bidder's relationship with the Affiliate can be submitted.</p>	<p>See answer for question 13</p> <p>The CSP is for either brownfield or greenfield power plants.</p>
16	Bidding Procedures, II-09 Technical Eligibility Documents, item 6, page 16	<p>Since the GCMR is digitally submitted to ERC, will a printed email acknowledgement and internally-certified copies of GCMR suffice?</p>	<p>Since the Bidder can utilize the Affiliate's eligibility for item #2, for consistency, this should also apply to the succeeding items #3, 4, 5, and 6. Proof of the Bidder's relationship with the Affiliate can be submitted as well.</p>	<p>A printed email acknowledgement and internally-certified copies of GCMR shall suffice.</p>
17	Bidding Procedures, II-09 Financial Eligibility Documents, item 3, page 17	<ol style="list-style-type: none"> 1. What proof is required to establish relationship with an affiliate? 2. Will the SBAC accept an Affidavit of Affiliation and attach the General Information Sheet of the Bidder, the Affiliate and/or the Parent to show the ownership? 	<p>In the last paragraph of item 3, a Bidder who cites its Affiliate or Parent Company to comply with financial capability requirement must present proof to establish that the cited entity is indeed its Affiliate or</p>	<p>An <i>Affidavit of Affiliation</i> executed by the Corporate Secretary shall be accepted.</p>

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			Parent Company. Hence, the manner of proof must be specified.	
18	Bidding Procedures, II-09 Financial Eligibility Documents, item 2, page 17	Does the formula refer to any and all contracts/projects that Bidder executed or does this refer to those only similar to the PSA contemplated in this subject bidding?	<p>The NFCC is computed as:</p> $\text{NFCC} = [(\text{Current assets} - \text{current liabilities} \times 15)] - \text{value of all unsecured outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract to be bid.}$	<p>The Net Financial Contracting Capacity (NFCC) formula refers to power plants that have not yet been constructed or are pending construction at the time the bid is submitted. This is to evaluate whether the NFCC calculation accurately reflects the Bidder's financial capacity to undertake new projects similar to the power plant/s committed by the bidder.</p> <p>The NEA-SBAC shall provide the NFCC template.</p>
19	Bidding Procedures, II-09 Financial Eligibility Documents, item 4, page 18	Will the bidder be bound to the gearing ratio (D:E ratio) and financing plan (e.g. amount of financing per bank) stated in the narrative?	<p>Item 4 requires "Details of equity and financing plan indicating the capital structure and source of funds with supporting documents."</p> <p>Since it is too early to include details at Bid Submission, perhaps, a narrative on the Bidder's plan to finance its capital</p>	<p>The NEA SBAC will defer to the ERC to evaluate the Supplier's proposed Weighted Average Cost of Capital at the indicated gearing ratio in the PSA application so long as the offered CRF at the time of the bid remains unchanged.</p> <p>A narrative on the Bidder's plan to finance its capital expenses as well as its possible source of financing shall suffice.</p>

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			expenses as well as its possible source of financing shall suffice.	
20	Bidding Procedures, II-09 Financial Eligibility Documents, item 5, page 18	<ol style="list-style-type: none"> 1. For clarification if the proof of commitment is required to be submitted after the winning bidder is determined or if all bidders are required to submit the same 2. Can a Bidder just submit the Treasurer's Affidavit? 3. Can we ask for clarification of "subscription agreement(s) between a shareholder(s) of the Winning Bidder and the Winning Bidder itself covering said equity contribution"? 	<ol style="list-style-type: none"> 1. There is confusion whether this requirement will be submitted as part of the bid or as a Winning bidder, because of the use of the term "Winning Bidder." 2. This requirement is for a Bidder that is a corporation, and not all corporations have a separate subscription agreement, other than the terms agreed in the AOI and By-Laws, which already serve as de facto subscription agreement under the law. 3. The requirements under item 5 are unclear. The other alternative is a shareholders' agreement between 2 or more shareholders 	<p><i>See revised Financial Eligibility Documents</i></p> <p>The term "Winning Bidder" shall be revised to "Bidder."</p> <p><i>As to the Equity Contribution</i></p> <p>The Bidder shall submit convincing proof of commitment to the equity contribution as stated in the Bidder's equity and financing plan:</p> <p><i>If the Bidder is a corporation, the Bidder may submit any or a combination of the following:</i></p> <p><u>Treasurer's Affidavit</u>: A sworn statement from the corporation's treasurer attesting to the actual paid-up capital of the corporation.</p> <p><u>Subscription Agreement(s)</u>: Agreements between the corporation and its shareholders that detail the terms and conditions under which the shareholders will contribute equity to the corporation.</p> <p><u>Shareholders Agreement</u>: An agreement between two or more shareholders of the corporation that outlines their commitment to contribute or subscribe the required equity contribution.</p>

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			<p>of the Winning Bidder undertaking to contribute or subscribe to the required equity. Since the presumption is that these are already shareholders of the Winning Bidder, this means that the Winning Bidder, as a juridical entity and acting through its BoD has already committed to implement the project. There is no need to go down the level of shareholders because the Winning Bidder (a juridical entity) is a separate and distinct entity that already has its necessary authorization to bid, win, and implement.</p>	<p><u>Affiliate Equity Contribution</u>: An undertaking of the Bidder's Affiliate to infuse the required equity contribution to the Bidder</p> <p><i>If the Bidder is a consortium</i>, an undertaking of the members thereof to infuse the required equity contribution to the consortium.</p> <p>As to the Available Credit</p> <p>The Bidder shall submit convincing proof of commitment of its available credit lines to finance the debt portion of the project as stated in the Bidder's equity and financing plan. Said proof may be in the form of a Letter of Credit, Bank Guaranty or Committed Line of Credit, or any proof of firm commitments from a reputable financial institution to provide credit lines.</p> <p>The Bidder's Affiliate may secure the Letter of Credit, Bank Guaranty or Committed Line of Credit for and on behalf of the Bidder so long as the credit line indicated in the financial instrument expressly provides that the credit line shall be extended to the Bidder.</p>
21	Bidding Procedures, II-09 Financial Eligibility Documents, item 6, page 18	1.It is noted that in the NFCC requirement, parent guarantee is allowed. For complying with the following, can the bidder's parent support in issuing the same?:	Bidder is required to submit a letter of credit, bank guaranty or committed line of credit to cover the total estimated cost of the project.	<p>1. The Bidder's Affiliate may secure the Letter of Credit (LC) for the Bid Security so long as the tenor of the LC clearly shows that PALECO is the beneficiary of the LC.</p> <p>Further, the Bidder's Affiliate may secure the Bank Guaranty or Committed Line of Credit for and on behalf of</p>

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		<ul style="list-style-type: none"> a. Bid security b. Letter of Credit, Bank Guaranty or Committed Line of Credit (for the purpose of financing the project) <p>2. If yes, will PALECO require a separate Schedule 7 for the parent support/guarantee?</p> <p>3. Can we suggest a format for complying with the following requirement:</p> <ul style="list-style-type: none"> a. Bid Security (Please refer to Annex A for the suggested template) b. Letter of Credit, Bank Guaranty or Committed Line of Credit (Please refer to Annex B & Annex C for the suggested template) 		<p>the Bidder so long as the credit line indicated in the financial instrument expressly provides that the credit line shall be extended to the Bidder.</p> <p>2. The Bidder need not submit a separate <i>Financial Support Guarantee</i> but the Bidder shall submit an <i>Affidavit of Affiliation</i> relative to the Affiliate securing the LC or the line of credit, as the case may be.</p> <p>3. No format shall be prescribed on the LC and/or the credit line or bank guarantee. However, the sample templates submitted by DPI are acceptable and may be used by the other Bidders. Templates may be viewed thru: https://drive.google.com/drive/u/6/folders/1KcjuL10XZvQTZ9rkiuhcFNyyviZ3OeSA</p>
22	Bidding Procedures, II-10 Technical Proposal, page 18	<ul style="list-style-type: none"> 1. Should the filled-up Draft PSA be tracked or cleaned? 2. Should the Draft PSA be signed? or notarized? 	<p>As part of the submission, Bidder is required to deliver 2 sets of duly filled-out identical versions of the Draft PSA. Thus, there is a need to clarify the term "filled-out."</p>	<p>The Bidder need not submit the draft PSA. Please see the revised Technical Proposal requirements.</p> <p>However, the draft PSA shall be the PSA that will be subjected to negotiation by PALECO and the Winning Bidder/s.</p>

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23	Bidding Procedures, II-10 Technical Proposal, item 1(e), page 20	Under Development Plan, for the (e) Financing Plan requirement, is this the same requirement as the "equity and financing plan" to be submitted under financial eligibility document? if yes, can we just submit the same requirement?	The Bidding Procedures do not provide the manner of compliance as of bid submission date since this requirement is forward looking.	If the Bidder's "Financing Plan" for the <i>(i) Project Plan or (ii) Expansion / Rehabilitation Plan, as applicable</i> and the "equity and financing plan" under the financial eligibility requirement is the same, the Bidder may resubmit the same document.
24	Bidding Procedures, II-10 Technical Proposal, page 18-21	<p>1. For those items enumerated in the technical capability, will PALECO provide list of acceptable compliances?</p> <ul style="list-style-type: none"> a. technical soundness b. Distance of power plants? (google map coordinate, kmz?) c. Connection scheme? (plant connection SLD?) d. Compliance with technical regulatory standards (PDC, PSGG, etc.) e. Compliance with environmental limitations, regulations, and promulgations of the local government units of Palawan f. Compliance with prevailing DENR standards. Aside from ECC, is a Certificate of Non-Coverage or submitted Self and Compliance Monitoring 	There are technical eligibility requirements that did not enumerate what is acceptable compliance.	Please see revised Technical Proposal requirements.

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		<p>Reports to DENR can also be submitted as compliance with this requirement?</p> <p>2. If we will be utilizing an existing plant for the bidding, what documents do we need to submit?</p> <p>3. If we will expand our existing plant to meet the requirements, what documents do we need to submit to fulfill the requirement for technical soundness?</p> <p>4. To prove compliance to this technical requirements, will a Development Plan suffice?</p>		
25	Bidding Procedures, II-10 Technical Proposal, item 3, page 18	Will PALECO provide the exact coordinates for the reference points in computing the power plant's distance?	Setting the exact coordinates will avoid differing reference points, since the Bidding Procedures require a specific distance	The coordinates and reference points have been provided.
26	Bidding Procedures, II-10 Technical Proposal, item 1(b), page 20	Under Development Plan, for the (b) Engineering, Procurement, and Construction Plan requirement, what should be included in this Plan? Will this only include the timeline? Or will they need the drawings?	The Bidding Procedures do not provide how to prove compliance as of bid submission date since this requirement is forward looking.	The Project Timeline with key committed project milestones shall suffice.

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27	Bidding Procedures, II-10 Technical Proposal, item 7, page 20	Which provision of the Philippine Grid Code should be considered? The Philippine Grid Code is explicit that its application does not extend to embedded GenCos.	<p>"The power plant/s connected and synchronized to the Palawan Grid shall comply with the latest edition of the PSGG and the Philippine Grid Code as may be necessary."</p> <p>"Development Plan xxx "Power station specification and operating parameters shall conform to the PSA and its Schedules and Philippine Grid and Distribution Codes, and Small Grid Guidelines." Thus, the particular provision of the PGC must be identified, for clarity.</p>	The provision for PGC shall apply once PALECO is connected to the Grid. Until such time, the provisions of the PSGG shall govern.
28	Bidding Procedures, II-11 Financial Proposal, item 3, page 21	How will the equivalent hours be calculated and communicated to PALECO?	For clarification.	A formula to compute the equivalent hours is provided in <i>II-11 of the BP</i> , which shall be used during PSA implementation.
29	Bidding Procedures, II-13 Bid Security, item 1, page 24	What is the formula for the bid security? Will it include fuel cost and which months are being referred to?	Formula for the bid security is 3 month contract cost based on	<p><i>See II-14 of the BP</i></p> <p>The Bid Security for Lot 1 shall at least be:</p>

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		Will the SBAC consider a reduction in the amount of the bid security to also reduce the cost of posting such security?	the monthly minimum CUF and bid price.	$\{(Bidder's\ LCOE) \times (40,000\ kW) \times (50\%) \times [(2190\ hours)]\}$ <p>The Bid Security for Lot 2 shall at least be:</p> $\{(Bidder's\ LCOE) \times (15,000\ kW) \times (20\%) \times [2190\ hours]\}$ <p>Upon correctly completing the Financial Bid Form, it shall automatically generate the Bid Security amount which the Bidder must provide to PALECO. An amount less than the Bid Security amount calculated using the Financial Bid Form shall be rejected outright.</p> <p>The Bid Security amount includes fuel cost.</p>
30	Bidding Procedures, II-13 Bid Security, item 2, page 24	Are the forms indicated therein options for the Bidders on the type of bid security or all should be submitted?	There is a need to clarify because the enumeration for each type is followed by a semi-colon without reference to the disjunctive "or."	A Bidder may choose from any of the forms provided in the Bidding Procedures.
31	Bidding Procedures, II-13 Bid Security, item 9, page 24	<ol style="list-style-type: none"> 1. If there is a drawing event, will it result to full withdrawal or partial withdrawals are allowed and at what instances? 2. For clarification which entity is JBAC? 3. Will the other reason for forfeiture be indicated in a SBB? 	<p>As currently worded, in paragraph 9, [t]he Bid Security may be forfeited: xxx</p> <p>e. any other reason prescribed by JBAC (sic)" By clarifying "other reason" to forfeit the Bid</p>	The Bidding Procedures do not allow for partial withdrawals of the Bid Security. The term "JBAC" is a typographical error and should be corrected to "SBAC".

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			Security, the CSP will be more transparent if other reasons are specified before the Bid Submission.	
32	Bidding Procedures II-13 Bid Security, item 11, page 25	<p>If we look at the grounds for forfeiture of the Bid Security, not all instances will cause a delay in the bidding process. For instance, in paragraph 9, one reason for forfeiture of Bid Security is "if the Bidder withdraws its Bid after Bid opening during the period of Bid validity." This means that the bid process continues because no winning bidder has been declared yet, although one has dropped out.</p> <p>In this case, the forfeited Bid Security does not necessarily need to be used to purchase power to cover the delay.</p>	<p>Sub-par. 11 provides: "If forfeited, the bid security shall be used in purchasing power covering the period affected by the delay in the bidding process, which it shall not recover from customers."</p> <p>But not all grounds for forfeiture will entail a delay in the bidding process. In such event, NEA-SBAC might want to disclose to the MCOs where Bid Security will go.</p>	In all cases of forfeiture of the Bid Security, the proceeds shall inure to the benefit of PALECO's MCOs.
33	Bidding Procedures, II-16 Technical Bid Evaluation, item 2, page 26	To ensure transparency in the conduct of bidding, we would like to know who the technical advisor will be.	<p>"2. For this purpose, the NEA-SBAC may engage a third-party technical advisor to determine whether the planned power plant(s) complies with the</p>	The NEA-SBAC shall inform the Bidders of the identity of the third-party technical advisor if the services of an advisor shall be deemed necessary.

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			requirements of this CSP."	
34	Bidding Procedures, II-17 Financial Bid Evaluation, item 5, page 27	<ol style="list-style-type: none"> 1. We would like to clarify if a transitory supply is allowed and if this can have a different rate should a different technology be used. 2. Since this is not explicitly mentioned in the TOR, will SBAC publish an SBB clarifying this? 3. What is the maximum period allowed for the transitory supply, if there's any? 	The Standard Response Form mentions a transitory supply. The terms and parameters of this transitory supply needs to be clarified.	<p><i>See II-18 of the BP</i></p> <p>Bidders shall specify in their bids the power plant they shall use for each year of the PSA Term, which shall be binding on the Bidder during PSA implementation.</p> <p>The Bidder's submission must capture the costs associated for the power plant they commit to use (e.g., tariff components, indices, type of fuel, fuel consumption rate per technology) for each year of the PSA Term.</p> <p>The term "transitory period" in the standard response form shall be removed.</p>
35	Bidding Procedures, II-17 Financial Bid Evaluation, item 11, page 28	<ol style="list-style-type: none"> 1. Excluding VAT will be consistent with the "technology neutral" objective of PALECO's CSP. Adding VAT in the bid evaluation may give undue advantage to VAT-exempt technologies. 2. The "Lowest Calculated Bid" evaluation principle determines the bidder with the lowest average cost of producing electricity, which considers both the bidder's CAPEX and OPEX. It may be unfair to compare bids by bidders beyond their actual cost to generate power. 	<p>Tax - The tax rates (based on the applicable expanded value-added tax) shown below shall be applied to Inflated Base Price depending on the type of energy resource (i.e., whether renewable energy or non-renewable energy).</p> <p>Renewable Energy - 0.00% Non-Renewable - 12.00%</p>	VAT shall not be included for the purpose of evaluating the bid offers of Bidders.

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		3. Including VAT may adversely affect the comparison of bids by artificially inflating the costs associated with VAT-inclusive technologies.		
36	Bidding Procedures, II-17 Financial Bid Evaluation, item 10, page 28	For clarification if there will be no fuel fee.	For clarification	<p>For purposes of evaluation, a price per fuel type, based on appropriate references, shall be provided by the NEA SBAC.</p> <p><i>See II-18 of the BP</i></p> <p>The price per fuel type provided in the Bidding Documents shall be used for evaluation purposes only and shall neither be used nor binding during PSA implementation. During actual PSA implementation, the Winning Bidder's actual Fuel Fee shall be a pass-through component of the price, subject to the submission of documents to enable PALECO to verify the actual fuel cost incurred by the Winning Bidder.</p> <p>For this purpose, the SUPPLIER's monthly invoice shall also include the following:</p> <ul style="list-style-type: none"> • Fuel supplier invoice – the actual cost of fuel incurred to produce the energy delivered must be certified by the SUPPLIER. If indices are used, the SUPPLIER must provide the appropriate and verifiable reference to PALECO; • Monthly Fuel Inventory Reports and Delivery Reports – the actual inventory of fuel must be certified by the SUPPLIER; • Meter Reading Report – the report must provide proof of the actual meter reading signed by representatives of PALECO and the SUPPLIER.

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				PALECO shall have the right to ask for further documentation to verify the fuel cost component of the SUPPLIER's power bill.
37	Bidding Procedures, II-23 Protest Mechanism, item 1, page 34	Will the "another period" referred to will be issued in the form of a SBB?	It is suggested that a SBB be issued to identify what possible period is being considered by the SBAC.	The phrase "unless another period is provided by the NEA SBAC" shall be removed.
38	Bidding Procedures, II-25 General Conditions, item 10, page 35	<p>1. If only originals/certified true copies are submitted i.e. without the one (1) photocopy for the NEA-SBAC, would the submission be rejected outright?</p> <p>2. If without USB or if the submissions are not in the form/manner specified in the ITB, would the submission be rejected outright?</p>	For clarification	<p><i>See II-07 of the BP</i></p> <p>Bidders must submit to the NEA-SBAC two (2) complete photocopy sets of the contents of the Main Envelope/s and its sub-envelopes and folders. Bidders shall also submit to the NEA-SBAC a digital copy of the Main Envelope/s saved and submitted in a USB Flash Drive. For the purpose of determining the Bidder's compliance with the requirements of this Transaction, only the original and physical Main Envelope/s and its sub-envelopes and folders shall be considered. The photocopies and softcopies are for reference purposes only.</p> <p>Note: As much as possible, Bidders shall submit original copies or certified true copies of the documents they intend to submit for this Transaction. Bidders shall only resort to submitting photocopies only if said document cannot be reasonably presented to the NEA-SBAC on Bid Submission Date.</p>

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39	Bidding Procedures, II-09 Legal Eligibility Documents, item 17, page 15	<ol style="list-style-type: none"> 1. Is there a template that PALECO will provide for the Certificate of Good Standing? 2. What are the parameters or instances where PALECO will not issue this certificate? 3. is it only the general manager who is authorized to sign this certificate or its equivalent officer can sign? 4. If we are going to use the technical and financial qualifications of our affiliate/s to meet the minimum installed capacity portfolio for joining Lot 1 and/or Lot 2, will we also be required to secure this certificate from our affiliates' off-takers? 5. If yes on Item 4, what if the affiliate is just a merchant plant which has no existing/current off-taker? 6. Is Item 17 the same as item 16 (Certificate of Good Standing from PALECO) if the bidder or its affiliates has no other offtaker? 	<p>"Certificate of Good Standing from all of current regulated off-takers whether such off-taker be a private distribution utility or an electric cooperative. A Bidder must also submit the list of its current regulated off-takers. The General Manager of the regulated off-takers shall issue the Certificate of Good Standing."</p> <p>Since Bidder can utilize Affiliate's eligibility for purposes of complying with Technical Eligibility Documents, this should be allowed to apply to the Legal Eligibility Documents because legal, financial, and technical eligibility are connected. And if yes, will the Bidder be allowed to submit proof of affiliation?</p>	<p><i>See II-09 of the BP</i></p> <p>Bidders shall use the template Certificate of Good Standing provided in the Bidding Procedures.</p> <p>Only the General Manager shall issue the Certificate of Good Standing.</p> <p>The Bidder, its Affiliate (if the Bidder shall use the technical and/or financial qualifications of said affiliate), and/or all members of the consortium/partnership must secure a Certificate of Good Standing.</p> <p>If the Bidder's Affiliate is currently a merchant plant, there is no need to submit a Certificate of Good Standing.</p> <p>There is no need to submit anything for item 17 if the Bidder or its Affiliates has no regulated offtaker.</p>

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40	Annex A - Invitation to Bid Terms of Reference, Tariff Structure, page 45	May we confirm if the outage hours pertained to in this formula $CUF = Q / [CC * (Ht - Ho - Hfm)]$ are per unit or plant-level? We suggest to use plant level outage.	We would like to suggest plant level.	Outages are on a per unit basis. Please see calculation to compute the Equivalent Hours.
41	Annex A - Invitation to Bid Terms of Reference, Liquidated Damages, page 48	<p>1. The penalty shall only apply if ALL conditions indicated are present?</p> <p>2. What are the mechanism on replenishing the Performance Bond?</p> <p>3. Clarification whether the penalty shall not apply if the delay is due to FM or no fault attributable to the supplier?</p>	<p>The enumerated for imposing liquidating damages have the conjunction "and" instead of the disjunctive "or."</p> <p>There is no mechanism to top-op the Performance Bond.</p> <p>FM or no fault of the Supplier should not be a ground for liquidated damages.</p>	<p>Please see the revised PSA provision on Liquidated Damages.</p> <p>"Or" is the correct conjunction and the Terms of Reference shall be revised accordingly.</p> <p>Performance Bond</p> <p>Within thirty (30) days after PALECO has notified the SUPPLIER in writing that it has drawn on the Performance Bond, the SUPPLIER shall provide such additional security or securities as may be sufficient in order to restore the Performance Bond to its full amount.</p> <p>The Performance Bond amount shall be calculated as follows:</p> <p style="text-align: center;">For Lot 1:</p> <p style="text-align: center;">$\{(Bidder's\ LCOE) \times (40,000\ kW) \times (50\%) \times [(2190\ hours)]\}$</p>

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				<p style="text-align: center;">For Lot 2:</p> $\{(Bidder's\ LCOE) \times (15,000\ kW) \times (20\%) \times [(2190\ hours)]\}$ <p>The Winning Bidder shall be required to post the Performance Bond amount for all months of the PSA Term unless sooner terminated for causes provided in the PSA.</p>
42	Annex A - Invitation to Bid Terms of Reference, Reduction of Contract Capacity and/or Contract Energy, page 48	<ol style="list-style-type: none"> 1. The tech-reduction should not have an adverse effect on plant operations. 2. If capacity is reduced, would this have an impact on CUF and payment of capacity fee? 3. How will the reduction be allocated among existing suppliers of PALECO? 4. Does PALECO know the timeline when the Palawan grid will be connected to NGCP? 5. Does PALECO have a list of potential contestable customers that might switch? <p>Instead of allowing just the potential reduction in contract capacity and payments, can this event be treated as a contract re-</p>	For clarity.	<p>In response to regulatory changes like the Retail Competition and Open Access (RCOA), Green Energy Option Program (GEOP), Renewable Portfolio Standards (RPS), Net Metering programs, and similar government initiatives, PALECO shall be required to notify the Supplier in writing not later than sixty (60) days from the target switch or effectivity date.</p> <p>The process of reducing contracted capacities shall be carried out by decreasing the allocation from suppliers in the following order of priority:</p> <ol style="list-style-type: none"> 1. To a single supplier only if the PALECO's contestable market customer/s switch to the said supplier or its affiliate/s. The maximum reduction in capacity from the said supplier shall be the total capacity absorbed by the supplier or its affiliate/s. 2. To PALECO's power supplier with the highest average actual generation rate during the immediately preceding 12-month period, provided that the power contract between them allows for a reduction in capacity without cost to PALECO. Further, PALECO and said supplier shall re-negotiate the terms of the exiting PSA and submit the same to the ERC for approval. Pending ERC's approval, all terms

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		<p>opener event to negotiate the rates, considering that the carve out numbers are unknown and not factored into the bid price?</p>		<p>and conditions of the original PSA shall remain unchanged.</p> <p>3. A reduction shall be made to all of PALECO's existing suppliers. In such case, the reduction in capacity shall be on a pro-rated manner. The reduction in contracted capacities shall be made upon the approval of the ERC. Along with the application for the reduction of the contracted capacities contemplated herein, the Parties may submit a re-negotiated PSA for the approval of the ERC. Pending ERC's approval, all terms and conditions of the original PSA shall remain unchanged.</p> <p>The foregoing shall form part of the PSA.</p>
43	Annex A - Invitation to Bid Terms of Reference, Other Terms and Condition, page 51	For reduction of coverage area, SBAC should take into account the plant reconfiguration & operation requirements	The Bidder submitted a financial proposal based on the available information, but the amount of reduction is unknown. So, in fairness to the Bidder who puts in the investment, these factors should be considered.	Same answer above.
44	Annex G, Technical Evaluation Form, item 4, page 173 Annex G, Technical Evaluation Form, item 7, page 174 Annex G, Technical	What are the acceptable forms of compliance? Will a technical specifications sheet suffice as a form of compliance?	To clarify the manner of compliance to: 1. Prove that technology can supply the baseload and peaking demand 2. Power Plant/Generating	See revised Technical Evaluation Form.

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	Evaluation Form, page 176		Units capabilities Compliance with prevailing Environmental Standards	
45	Schedule 1, Verified Expression of Interest, page 178	<p>1. Will the SBAC require the resubmission of the verified expression of interest?</p> <p>2. If needed, will the bidder be required to use the required format of documents for the resubmission (font size, paper size, font)?</p> <p>3. Since personal data will be shared, will a Data Sharing Agreement be provided by NEA & PALECO?</p>	Bidders were required to submit the consent form for data privacy prior to the issuance of the bid procedures. Thus, there is a need to clarify if these must be re-submitted. It is proposed that those who submitted should no longer be required to re-submit to avoid duplication.	<p>1. Please resubmit a photocopy of the verified expression of interest.</p> <p>2. Though not mandatory, it is preferred that the documents to be submitted should be in the following format: a. Printed in long bond paper size (8.5x13); b. 12-point font size using any easily readable font; c. Single space.</p> <p>3. PALECO may enter into a Data Sharing Agreement with the Winning Suppliers simultaneous with the signing of the PSA.</p>
46	Schedule 4, Omnibus Certification, page 188	<p>1. Bidder does not have Board Resolution Nos., as such would like to request NEA- SBAC if item 2 can be rephrased as follows:</p> <p>"2. I am the authorized representative of [Bidder's Name] as <u>unanimously approved and adopted by the Board during a special/regular meeting on _____, which a</u></p>	<p>"2. I am the authorized representative of [Bidder's Name] as per Board Resolution No. _____ dated _____, submitted in accordance with this Transaction xx"</p> <p>"4. [Bidder's name] certifies that it shall:</p> <p>a. Carefully examine the</p>	The revised template board resolution is acceptable.

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		<p><u>quorum was present and existed throughout</u>, submitted in accordance with this Transaction xx"</p> <p>"4. [Bidder's name] certifies that it shall:</p> <p>a. Carefully examine the Terms of Reference, Bidding Procedures, and Draft Power Supply Agreement (PSA), as well as accept all the terms and conditions thereof;</p> <p>b. Fully inform itself and understand all conditions and matters affecting or that could affect its Bid proposal, participation or undertaking in the Transaction or the implementation of the PSA;"</p> <p>2. Under item 12, for clarification which ECs are referred to. It should only be PALECO.</p>	<p>Terms of Reference, Bidding Procedures, and Draft Power Supply Agreement (PSA), as well as accept all the terms and conditions thereof;</p> <p>b. Fully inform itself and understand all conditions and matters affecting or that could affect its Bid proposal, participation or undertaking in the Transaction or the implementation of the PSA;"</p>	
47	Schedule 6, Authorization Letter, page 196	Recommend deleting the abbreviations 'PALECO' and 'CSP' since they are not used in the body	For editorial clarity.	Noted

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48	PSA-Lot 1, Schedule 3 Minimum Functional Specifications, page 232 PSA-Lot 1, Schedule 7 Delivery Points, Meter Location, and Specifications, page 245	May we request for a word file format of Schedule 3 and 7?	To allow all Bidders to submit a uniformly-worded Schedule 3 and 7.	The draft PSA no longer needs to be submitted. The Bidders need only fill up the Minimum Functional Specifications, which shall form part of the PSA.
49	PSA-Lot 1, 2.1 Sale and Purchase of Generated Energy, pages 206-207 PSA-Lot 2, 2.1 Sale and Purchase of Generated Energy, pages 250-251	<p>1. Does PALECO know the timeline when the Palawan grid will be connected to NGCP?</p> <p>2. Does PALECO have a list of potential contestable customers that might switch?</p> <p>Instead of allowing just the potential reduction in contract capacity and payments, can this event be treated as a contract re-opener event to negotiate the rates, considering that the carve out numbers are unknown and not factored into the bid price?</p>	<p>Offtaker has the option to carve out from the contract capacity "from time to time" once RCOA, GEOP and RPS are implemented.</p> <p>Under Section 2.1(a) it is provided that "... Except for such reduction of amount of Contract Capacity to be specified by Offtaker (including the resulting reduction in payments payable under this Agreement), all other terms and conditions of this Agreement shall remain in full force and effect, subject to the approval by the ERC." -This means that even the rate remains the</p>	<p>1. PALECO is uncertain when the Palawan Main Grid shall be connected to the Grid.</p> <p>2. PALECO's list of customers above 500kW load per month in the Palawan Main Grid can be accessed through: https://drive.google.com/file/d/12ylhUHmM1eBS4kfOXdyEJyzpK6fn7Udk/view?usp=sharing.</p> <p>PALECO cannot determine if these customers would switch to a RES should the RCOA be implemented in Palawan.</p>

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			same, because only the Contract Capacity is specified to be changed.	
50	PSA-Lot 1, 3.2 Term, page 207 PSA-Lot 2, 3.2 Term, page 251	The date of certification or the actual signing/execution?	<p>"3.2. The Parties shall execute a certification confirming that the supply from the SUPPLIER to the OFFTAKER has commenced which certification shall be the basis to reckon the fifteen(15) year Term of this Agreement."</p> <p>There is a need to clarify the significance of the certification.</p>	<i>See revised Section 3.2 of the draft PSA.</i>
51	PSA-Lot 1, 4.1 Effective Date, page 207 PSA-Lot 2, 4.1 Effective Date, page 251	<p>1. We would like to clarify if the effective date is the reckoning date to start construction.</p> <p>2. If yes, we suggest to move the following conditions from Delivery Date to Effective Date to give assurance to the winning bidder of cost recovery prior to implementation:</p>	Lenders will often require an approved supply contract to assure viable project financing. Thus, if effective date will be earlier than ERC approval, a winning bidder might not be able to fulfill the obligations.	The Winning Bidders may begin construction upon the signing of the PSA at its own risk, so long as it is able to comply with the provisions of the PSA.

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		<ul style="list-style-type: none"> a. ERC Approval b. Subsidy Agreement c. Connection Agreement 		
52	PSA-Lot 1, 4.1 Effective Date (a), page 207 PSA-Lot 2, 4.1 Effective Date (a), page 251	<p>We respectfully suggest to rephrase considering that a Secretary's Certificate is issued by the Corporate Secretary and not the Board of Directors.</p> <p>"a. Corporate Approvals. The receipt of SUPPLIER of a Board Resolution or Secretary's Certificate duly and validly issued by the <u>Corporate Secretary</u> of the OFFTAKER, attesting to the fact that the Board of Directors of the <u>OFFTAKER</u> has adopted resolutions xxx</p> <p>The receipt of OFFTAKER of a Board Resolution or Secretary's Certificate duly and validly issued by the <u>Corporate Secretary</u> of the OFFTAKER, attesting to the fact that the Board of Directors of the OFFTAKER has adopted resolutions xxx"</p>	<p>A corporate secretary that is notarized is sufficient proof that the Board has approved certain resolutions.</p>	<p>Acceptable.</p>
53	PSA-Lot 1, 4.1 Effective Date (b), page 207	<p>Is there a list provided for the governmental authorizations indicated herein?</p>	<p>This will avoid any disqualification because of misunderstanding on</p>	<p>The required Government Authorizations primarily depend on the Winning Bidder's circumstances. The NEA SBAC cannot provide a list.</p>

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	PSA-Lot 2, 4.1 Effective Date (b), page 252		what authorizations are required.	
54	PSA-Lot 1, 4.1 Effective Date, page 208 PSA-Lot 2, 4.1 Effective Date, page 252	We respectfully suggest to add "agreed" in the existing phrase, otherwise either party may indicate whether the date is convenient. "xxx Within five (5) Days after the satisfaction of the conditions referred to in this Section, each Party shall send a written notice to the other Party confirming satisfaction of such conditions and indicating the agreed Effective Date."	This suggestion is consistent with Bidder's request on the Effective Date deliverables.	Acceptable.
55	PSA-Lot 1, 5.2 Delivery Date (c), page 208 PSA-Lot 2, 5.2 Delivery Date (c), page 252	1. Correction of the typographical error "c. the OFFTAKER and SUPPLIER have obtained the ERC approval of the NPCC TCGR, provided that a provisional authority or interim relief granted by the ERC shall be considered as a satisfaction of this condition." 2. Should the conditions for the Delivery Date include the approval for the dedicated Point to Point line?	To correct a typo error	1. Noted 2. The SUPPLIER's filing of the Point-to-Point ("P2P") to Application with the ERC shall be a condition precedent for the Delivery Date unless there are circumstances warranting that a P2P application is not necessary following the prevailing regulations of the ERC. 3. Please see revised PSA

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		<p>3. What are the grounds or drawing events on the Performance Bond?</p> <p>4. If there is excess in the Performance Bond, what would the amount be used for? Would it be returned to the bidder?</p> <p>5. For clarification if the drawing event pertains to the filing of the PSA only.</p>		
56	<p>PSA-Lot 1, 5.1 Delivery Date, page 208</p> <p>PSA-Lot 2, 5.2 Delivery Date, page 252</p>	<p>1. Is the Delivery Date same as the Commencement of Supply?</p> <p>2. If yes, then this should be reckoned from Delivery Date</p>	For consistency in terminology	Delivery Date and Commencement of Supply are the same
57	<p>PSA-Lot 1, 5.3 Failure to Achieve Delivery Date (d), page 209</p> <p>PSA-Lot 2, 5.3 Failure to Achieve Delivery Date (d), pages 253</p>	<p>1. Correction of the typographical error</p> <p>"Extended Delay. In the event of any delay of more than 180 Days from Effective Date, the Parties shall meet and consult each other regarding the terms by which this Agreement may continue. If the Parties fail to reach an agreement within 30 Days from commencement of consultations,</p>	To correct a typo error	Noted.

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		<p>the respective Parties may exercise its right to terminate this Agreement pursuant to the provisions of SECTION 11.</p>		
58	<p>PSA-Lot 1, 7.4 Scheduled Outages (c), page 211 PSA-Lot 2, 7.4 Scheduled Outages (c), page 255</p>	<p>1. For clarification if the non acceptance would cover even if the outages are required by the manufacturer? We would like to suggest that the PMS plan be accepted as long as it not scheduled during the peak months. 2. Correction of the typographical error, replace Seller by Supplier and Buyer by Offtaker</p>	<p>"xxx If OFFTAKER cannot accept any of the requested Scheduled Outages periods, OFFTAKER shall advise the SUPPLIER of a period when OFFTAKER determines such unacceptable Scheduled Outage period can be rescheduled. xxx" Accepting the PMS schedule as long as it is not schedule during peak months will also ensure that the units are maintained well and will avoid unscheduled breakdown.</p>	<p>If the OFFTAKER fails to approve the SUPPLIER's Scheduled Outage Period/s, said schedule shall be deemed approved. If OFFTAKER requests that the Scheduled Outage Period/s be rescheduled, said rescheduling shall not be in a manner or time outside the Minimum Functional Specifications.</p>
59	<p>PSA-Lot 1, 7.4 Scheduled Outages (b), page 211 PSA-Lot 2, 7.4 Scheduled Outages (b),</p>	<p>Suggesting to follow the SGOMP requirements of ERC.</p>	<p>To streamline reportorial requirements of the plant.</p>	<p>Current language retained.</p>

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	page 255			
60	PSA-Lot 1, 7.4 Scheduled Outages (d), page 211 PSA-Lot 2, 7.4 Scheduled Outages (d), page 255	Should the phrase "15 days period to the Scheduled Outage periods" read instead: "15 days PRIOR to the Scheduled Outage periods xxx"	To clarify a possible typo error	Noted.
61	PSA-Lot 1, 7.6 Replacement Power (d), page 212 PSA-Lot 2, 7.6 Replacement Power (d), page 256	1. Please provide definition of Start Date. Or should the term be "Delivery Date?"	"d. The Bidder shall be penalized at a rate equivalent to OFFTAKER's Distribution Supply and Metering ("DSM") charge on top of the Replacement Power cost in case of: i. Delay in Start Date; ii. Failure to provide Replacement Power; iii. Failure to secure prior approval for any scheduled outage; and Failure to deliver the Annual Maximum Deliverable Energy at any given year"	"Start Date" refers to "Delivery Date" The term "Start Date" shall be revised accordingly.

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62	PSA-Lot 1, 7.8 Ex-Ante and Ex-Post Dispatch Shortfall, page 212 and page 213	<p>1.We would like to clarify if the winning bidder is obligated to provide the annual maximum deliverable energy instead of just the minimum CUF.</p> <p>2.We would like to suggest that obligations be limited to the minimum CUF hence penalties should not be applied if the minimum CUF is already met by the supplier.</p>	To protect the interest of the supplier, we would like to cap obligations to the minimum CUF in accordance with the TOR.	The provisions on Ex-Ante Dispatch Shortfall and Ex-Post Dispatch Shortfall shall be removed.
63	PSA-Lot 1, 7.10 Penalties and Default Because of Shortfalls, page 213 PSA-Lot 2, 7.10 Penalties and Default Because of Shortfalls, page 257	Suggest to remove this sentence because NPC is not a party to the PSA. At best, the recourse of NPC should be what is in the Subsidy Agreement.	"Penalties and Default Because of Shortfalls. The sum of the Ex-Ante Shortfall xxx SUPPLIER agrees that NPC may also deduct outright a subsidy portion of the Dispatch Shortfall Penalty. xxx"	The provisions on Ex-Ante Dispatch Shortfall and Ex-Post Dispatch Shortfall shall be removed.
64	PSA-Lot 1, 7.10 Penalties and Default Because of Shortfalls, page 213 PSA-Lot 2, 7.10 Penalties and Default Because of Shortfalls, page 257	We suggest to change the basis for the penalty to DSM instead of NPP TCGR. Penalty should be limited to PALECO's opportunity or revenue loss which is the DSM.	SUPPLIER shall have a penalty equal to the Total Dispatch Shortfall multiplied by the applicable NPP TCGR of the prior Billing Period (the "Dispatch Shortfall Penalty").	The provisions on Ex-Ante Dispatch Shortfall and Ex-Post Dispatch Shortfall shall be removed.

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65	PSA-Lot 1, 8.1 Other Obligations of the SUPPLIER (e), page 214 PSA-Lot 2, 8.1 Other Obligations of the SUPPLIER (e), page 258	For item (e) will this be deemed complied with if the supplier already has existing connection assets?	For clarification	Yes provided that the connection assets conform to the requirements for this CSP.
66	PSA-Lot 1, 8.2 Other Obligations of the OFFTAKER, page 214 PSA-Lot 2, 8.2 Other Obligations of the SUPPLIER (e), page 258	We would like to suggest to add renewal of franchise as an obligation of the offtaker.	To ensure that the PSA will continue to take effect between the parties	PALECO cannot guarantee congressional approval.
67	PSA-Lot 1, 8.3 Application for Approval by the ERC, page 215 PSA-Lot 2, 8.3 Application for Approval by the ERC, page 259	1. Suggest to allow the parties to file a MR in case the ERC grants an unviable tariff; also to renegotiate the PSA and file another application for approval of the renegotiated PSA. 2. Suggest to also indicate the filing of the Joint Application should be 30 days from execution	There is no mention of a remedy of a motion for reconsideration in case the ERC decides on an unviable tariff	There is no preventing the Parties from filing an MR even without a stipulation allowing such act. The NEA-SBAC shall leave it to the PALECO management whether to re-negotiate the PSA in case of an “unviable” tariff.
68	PSA-Lot 1, 9.9 Prompt Payment Discount, page 216 PSA-Lot 2, 9.9 Prompt	Based on the BIR Revenue Regulations No. 3-2024 Sec. 4.108-6 issues March 22, 2024, only discounts which is not dependent	We are suggesting this revision to ensure that the supplier will not have a significant tax exposure	The PPD provision shall remain unchanged.

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	Payment Discount, page 260	<p>upon the happening of a future event may be considered as a deduction to gross sales for purposes of tax computation purposes.</p> <p>Since the PPD is dependent on a future event which is payment within 10 days, the winning bidder cannot claim the PPD as a tax deduction which will result in significant tax exposure to the winning bidder. With this, we would like to suggest that a discount be automatically given to the offtaker upon billing and not referring to it as a prompt payment discount. Instead, it will be just referred to as a discount.</p> <p>However, to protect the interest of the supplier and to encourage prompt payment without it being reference to a future event, the term of the payment to supplier should be changed from 30 days to 10 days which is aligned to the original intention of the discount.</p>	due to non-deductibility of the prompt payment discount. This will also encourage the offtaker to manage its finances well and pay their dues early.	
69	PSA-Lot 1, 10 Force Majeure, page 216 PSA-Lot 2,10 Force	<p>1. The following should be included in the list of Force Majeure:</p> <p>a. Delay in receipt of payment of the subsidy fee from NPC-SPUG</p>	To make the definition of Force Majeure include events based on experience of Bidder	The provisions on Force Majeure as stated in the PSA shall be retained.

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	Majeure, page 261	<p>for more than sixty (60) Calendar Days from receipt of the relevant invoice for the subsidy fee.</p> <p>b. Pandemic</p> <p>c. Any of relevant consents or approvals not being granted or renewed upon application duly made (unless previously revoked for cause), or having been granted, ceases to remain in full force and effect, or having been granted, ceases to remain in full force and effect, or attachment subsequent to its grant of any terms and conditions preventing performance without fault</p> <p>2. Acts of God are contrary to the previous paragraph. What if the inability to operate is due to lack of manpower i.e. people injured because of calamity</p> <p>3. Acts of God - How about damage to property/equipment (plant, connection facilities) that would render it impossible to perform the service? i.e. plant is completely damaged ergo there is nothing to operate?</p>		<p>However, the NEA-SBAC recognizes that the UCME subsidy is ultimately for the benefit of PALECO's consumers.</p> <p>Thus, if there is a delay in receipt of payment by the SUPPLIER of the Subsidy Fee from NPC-SPUG, PALECO shall be obligated to exhaust all possible remedies with the ERC, DOE, and NPC-SPUG to resume payment of the Subsidy Fee. PALECO shall also seek assistance from Local Government Units (LGUs) to facilitate the resumption of the Subsidy Fee payments by NPC-SPUG.</p> <p>PALECO shall exercise extraordinary diligence in these efforts to ensure that the subsidy intended for the benefit of its consumers is released without undue delay.</p>

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70	PSA-Lot 1, 11.5 Termination as a Result of Events Other than Event of Default, page 220 PSA-Lot 2, 11.5 Termination as a Result of Events Other than Event of Default, page 264	We suggest to add the following events: 1. Non-renewal of the OFFTAKER's franchise; and Privatization of the OFFTAKER.	We would like to add these events to protect the interest of the supplier.	Please see Pre-termination of Contract clause of the PSA.
71	PSA-Lot 1, 11.4 Termination upon Event of Default, page 219 PSA-Lot 2, 11.4 Termination upon Event of Default, page 263	We suggest to add termination fees as follows: Termination Fee. If an Event of Termination is due to an OFFTAKER Default or a SUPPLIER Default, the Non-Defaulting Party shall be entitled to claim the Termination Fee in accordance with this Section: Payable by OFFTAKER. Upon the OFFTAKER's default, the SUPPLIER shall be entitled to claim a Termination Fee in accordance with this Section: (i) After Effective Date and prior to COD, such Termination Fee shall be equivalent to the aggregate of all project and project-related costs, as well as an amount sufficient to provide the SUPPLIER with a return	Since the Winning Bidder signed the PSA and agreed to be bound by it based on an agreed return, in case of default by the Offtaker that will result to a cancellation of the PSA, the Offtaker must be held to pay a termination fee, calculated depending when the termination occurs.	The NEA-SBAC shall leave it to the PALECO Management to negotiate the Termination Fees for the PSA. Thus, PALECO and the Winning Bidder/s shall negotiate and agree on the terms of the termination fees or similar fees. Said fee should be negotiated on an arm's-length basis and should capture the stranded capital costs of the SUPPLIER or PALECO's projected loss of revenue in case of pre-termination. Nonetheless, said fees shall only be payable once approved by the ERC.

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		<p>equivalent to the present value of foregone project return computed at prevailing rate of Treasury Notes and discounted at the same rate for a period of five (5) years. The value of the project and project related costs shall be certified by an independent auditor jointly appointed by the Parties, or, if the Parties fail to agree, appointed by the Administrative Council; and</p> <p>(ii) During the Term, such Termination Fee shall be the greater of (i) the Sound Value of the Power Plant, or (ii) an amount equivalent to the outstanding debt, cash equity, and present value of foregone project return computed at the prevailingrate of Treasury Notes, plus any lease breakage fees payable by the SUPPLIER under the lease agreement plus incidental fees including without limitation, loan prepayment penalty, less any insurance proceeds received or due to the SUPPLIER. The determination and payment of the Termination Fee in this event shall be subject to the following</p>		

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		<p>conditions:</p> <p>(iii) The OFFTAKER shall have the option to pay the Termination Fee computed in accordance with the above provision and, as a result, purchase the power plant at its condition on Termination Date.</p> <p>(iv) Within thirty (30) Calendar Days from Termination Date, the Administrative Council shall appoint an independent appraiser who shall be required to determine the Sound Value of the Power Plant and the amount equivalent to outstanding debt, cash equity and present value of foregone project return as indicated in subsection (b) above. The OFFTAKER shall inform the SUPPLIER in writing no later than ninety (90) Calendar Days from Termination Date ("Option Period") whether or not it exercises its option to purchase the Power Plant and pay the Termination Fee computed based on subsection (b) above.</p> <p>(v) If the OFFTAKER decides not to exercise its option to purchase the Power Plant or if it fails to</p>		

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		<p>inform the SUPPLIER of its decision within the Option Period, the SUPPLIER may:</p> <p>a. Dismantle and re-deploy the Power Plant and sell such equipment, facilities or parts thereof to third parties. The SUPPLIER shall then deduct from the Sound Value of the Power Plant the total amount by which it sold the equipment, facility or parts and inform the OFFTAKER of the residual value of the remaining equipment, facilities or parts of the Power Plant and dismantling costs ("Residual Termination Fee"). The OFFTAKER is required to pay the Residual Termination Fee, provided that the total amount of the equipment, facilities or parts deducted by the SUPPLIER from the Sound Value of the Facility shall not be less than estimated value of each equipment, facility or part proportionate to the Sound Value and other assets; or</p>		

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		<p>b. Assign its rights and interests arising from this Agreement to a third party</p> <p>In the event of Termination Fee payable pursuant to either (a) or (b), the OFFTAKER shall prioritize the payment thereof to the SUPPLIER, ahead of other creditors or suppliers and warrants not to enter into any agreements contrary to or otherwise ensure that all other agreements it enters into shall be in accordance with this priority of payment clause in favor of OFFTAKER.</p>		
72	<p>PSA-Lot 1, 11.5 Termination as a Result of Events Other than Event of Default, item f, page 220</p> <p>PSA-Lot 2, 11.5 Termination as a Result of Events Other than Event of Default, item f, page 264</p>	<p>1.While the period for payment is clear, what is not clear is when is the LD counted from: is it counted from the date of the Notice of Default? Will LD be counted even while defaulting party is during the default?</p> <p>Please explain the treatment of PSA in the event of franchise expiration, PALECO's failure to assign PSA, and payment of termination fee.</p>	<p>"f. Liquidated Damages. Liquidated damages in case of default shall be in the amount of fifty thousand Pesos (PhP50,000) per day per MW that the defaulting Party continues with the default and any fraction thereof, to be paid within ten (10) Days after written demand for payment."</p>	<p>Please see revised provisions on Liquidated Damages</p>

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			-The provision does not indicate when liquidated damages should be counted from.	
73	<p>PSA-Lot 1, 12. Dispute Resolution, page 220</p> <p>PSA-Lot 2, 12. Dispute Resolution, page 264</p>	<p>1. Principal Officers instead of chief executive officers should request in writing the dispute.</p> <p>2. Seller and Buyer should be replaced by SUPPLIER and OFFTAKER.</p> <p>We also suggest to form an Administrative Council: Within 15 days from the Effective Date, the SUPPLIER and the OFFTAKER shall each appoint three (3) representatives from their respective officers or senior employees, with the proper authorizations, as members of the Administrative Council. The OFFTAKER shall be entitled to appoint an additional member (i.e., a 7th member) who shall be the Chairman. The Chairman shall preside at the meeting and shall vote only in case of a tie.</p> <p>Throughout the term of this Agreement, the Administrative</p>	<p>The Administrative Council will encourage regular coordination and communication between the parties and prevent or minimize dispute. Also, this suggestion is consistent with the Termination Fee payment suggested as a result of default by Offtaker</p>	Noted.

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		<p>Council shall meet regularly at least once every two (2) months, or as the need arises, to discuss the progress of the installation of the Power Station and implementation of the Agreement to ensure that the arrangements between the parties proceed on a mutually satisfactory basis.</p> <p>The affected or relevant Party shall have the right to refer the matter to the Administrative Council within the period specified below:</p> <p>d. Any material adverse change in laws in effect as of the execution of this Agreement, provided that the matter is referred to the Administrative Council within fifteen (15) Calendar Days from the date the change in law takes effect:</p> <p>(i) The regulatory framework by which the SAGR and the Subsidy Fee applicable to this Agreement was determined, or</p> <p>(ii) The applicable tax rates, customs duties and other fees and charges affecting the costs</p>		

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		<p>or revenues of a Party, or</p> <p>(iii) Environmental laws affecting the Power Plant, including local legislations pertaining thereto; or</p> <p>b) Extraordinary increase in the premium rates of property insurance covering the Power Plant since the execution of this Agreement, provided that such premium rate increase is not due to the adverse insurance claims history of the SUPPLIER and that the matter is referred by the SUPPLIER to the Administrative Council no later than fifteen (15) Calendar Days from the date of notification of the premium rate increase; or</p> <p>In the event that the Subsidy Agreement is terminated for any reason or is otherwise revoked or invalidated by a Government Authority, and after the lapse of thirty (30) Calendar Days after the termination of the Subsidy Agreement during which the Parties shall have met and discussed, the Parties shall have failed to agree on the terms by</p>		

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		which this Agreement may continue.		

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DMCI POWER CORPORATION COMMENTS / SUGGESTED REVISION

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74	<p>Instruction to Bidders I-02 Subject of the Bid Proposal item 3 page 3</p> <p>3. The Transaction shall be divided into two (2) Lots as follows:</p> <p>a. Lot 1, Baseload supply at:</p> <ul style="list-style-type: none"> - 27 MW from October, November, and December 2024 and January 2025; and - 40 MW from February 2025 to September 2039. <p>b. Lot 2, Peaking supply at 15 MW for October 2024 to September 2039. Lot 2 shall be divided into two (2) locations:</p> <ul style="list-style-type: none"> - 8 MW should be placed in the north side of the Palawan 	<p>If there will be ERC delays, the start of COD must not be fixed at October 2024.</p> <p>This may be adjusted according to ERC.</p>	<p>To be consistent with the provision stated in II-10 TECHNICAL PROPOSAL, we suggest to indicate in the Subject of the Bid Proposal:</p> <p>The Bidder must be able to commence delivery on 01 October 2024, (00:00H) for Lot 1 and Lot 2, as the case may be, or the next immediate 26th day of the month following the Energy Regulatory Commission's ("ERC") issuance of a Provisional Authority or Interim Relief, as applicable, and the fulfillment of other conditions precedent stated on the PSA.</p>	<p>The Delivery Date shall be on 01 October 2024 (00:00H) or the next immediate 26th day of the month following the ERC's issuance of a Provisional Authority or Interim Relief, as applicable, and the fulfillment of the conditions specified in the PSA.</p>

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	<p>Grid, near the Roxas substation; and</p> <ul style="list-style-type: none"> - 7 MW should be placed in the south side of the Palawan Grid, between the Aborlan - Narra 69kV Transmission Line. - 			
75	<p>I-02 SUBJECT OF THE BID PROPOSAL item 7 page 5</p> <p>7. For Lot 1: The Bidder shall provide a CUF Table containing the bid price corresponding to the CRF_{CUF} ranging from 50% to 100% in increments of 1%, which shall be strictly binding on the Bidder during the implementation of the PSA without exception.</p> <p>For Lot 2: The Bidder shall provide a CUF Table containing the bid price corresponding to the CRF_{CUF} ranging from 20% to 100% in increments of 1%, which shall be strictly binding on the Bidder during the</p>	<p>Will the CUF Table be included in the Financial Bid excel template?</p> <p>May we request for the Financial Bid excel template?</p> <p>Will there be a workshop for the Financial Bid Template?</p>		<p>Yes, the Financial Bid Form includes the <i>CUF Table</i>.</p> <p>The Financial Bid Form in MS Excel format shall be provided to the Bidders.</p> <p>The workshop on how to fill up the Financial Bid Form shall be conducted during the 2nd Pre-Bid Conference.</p>

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	implementation of the PSA without exception.			
76	<p>II-09 ELIGIBILITY REQUIREMENTS</p> <p>Envelope 1, Folder 1-1: Class "A" Documents – Legal Eligibility Documents item 7 page 14</p> <p>"7. Regardless of the Bidder's nationality, documentary proof of Bidder's compliance with Tax obligation, such as:</p> <p>a. BIR VAT Registration (Form 2303);"</p>	<p>Who shall certify as true copy the Form 2303 and other documents that need to be certified?</p> <p>Should it be the BIR / pertinent government agencies or the Company?</p>	<p>In order to prevent the delay connected with the issuance of certified true copies by the pertinent government agencies (e.g. BIR, SEC), we suggest to allow the Company to certify as true copy the required documents.</p>	<p>Only the pertinent government agencies shall issue the Certified True Copies.</p>
77	<p>II-09 ELIGIBILITY REQUIREMENTS</p> <p>Envelope 1, Folder 1-1: Class "A" Documents – Legal Eligibility Documents item 15 page 15</p> <p>15. Proof of its right to occupy or use the land upon which the power</p>	<p>In lieu of tenurial instruments, can the Bidder submit an Undertaking between the Bidder and the land owner that upon being declared as the Winning Bidder, the Bidder shall purchase or lease the subject property.</p> <p>Does the tenurial instruments include the contract to sell if it has a provision that we can</p>		<p><i>A "Contract to Sell" or "Undertaking between the Bidder and the land owner that upon being declared as the Winning Bidder, the Bidder shall purchase or lease the subject property" shall be accepted so long as the language of the contract/undertaking provides that the agreement/s between the land owner and bidder is irrevocable for the entire Bid Validity Period and shall ripen into a Contract to Sell or Lease if the Bidder is declared the Winning Bidder.</i></p>

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	<p>plant/s will be constructed or are currently constructed (i.e., Certificate of Title, Right of Way Agreements, Lease Agreements, or any other similar tenurial instruments.)</p>	<p>utilize the property prior to full payment?</p>		
78	<p>II-09 ELIGIBILITY REQUIREMENTS</p> <p>Envelope 1, Folder 1-1: Class "A" Documents – Legal Eligibility Documents items 16 and 17 page 15</p> <p>16. Certificate of Good Standing from PALECO. Bidders who have shown their previous inability to timely comply with their obligations to PALECO shall not be given a Certificate of Good Standing. The General Manager of PALECO shall issue the Certificate of Good Standing.</p>	<p>Is there a required template for the Certificate of Good Standing?</p> <p>Should an affiliate be required to produce an Affidavit of Financial Support in the event that the Bidder submits a Financial Bid that is higher than its NFCC, would there still be a need for the said affiliate to submit a Certificate of Good Standing?</p>		<p>Bidders shall use the template Certificate of Good Standing provided in the Bidding Procedures.</p> <p>Only the General Manager shall issue the Certificate of Good Standing.</p> <p>The Bidder, its affiliate (if the Bidder shall use the technical and financial qualifications of said affiliate), or all members of the consortium/partnership must secure a Certificate of Good Standing.</p>

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	<p>17.Certificate of Good Standing from all of current regulated off-takers whether such off-taker be a private distribution utility or an electric cooperative. A Bidder must also submit the list of its current regulated off-takers. The General Manager of the regulated off-takers shall issue the Certificate of Good Standing.</p>			
79	<p>Envelope 1, Folder 1-2: Class "A" Documents – Technical Eligibility Documents item 5 page 16</p> <p>5. Service Contracts from the DOE, if applicable.</p>	<p>If the requirement is not applicable to the Bidder, what other document can be submitted in lieu thereof?</p>		<p>See answer to question 5</p>
80	<p>Envelope 1, Folder 1-3: Class "A" Documents – Financial Eligibility Documents item 2 page 17</p> <p>NFCC = [(Current assets minus current liabilities x 15)]</p>	<p>How do we compute and quantify the uncompleted portion of the project under on-going contracts?</p> <p>Will it be based on the number of years in the contract?</p>		<p>See answer to question 18</p>

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	<p>minus the value of all unsecured outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract to be bid.</p>	<p>Or is it based on the capacity already put up?</p>		
81	<p>Envelope 1, Folder 1-3: Class "A" Documents – Financial Eligibility Documents item 3 page 17</p> <p>3. Bidders may submit a sworn statement executed by the President and Comptroller of its Affiliate and Parent Company categorically stating under oath that the NFCC of the Subsidiary, Affiliate, or Parent Company complies with the foregoing requirements. For this purpose, the Bidder is required to secure from an Affiliate a duly executed Financial Support Guarantee if it</p>	<p>Emphasis on the "Bidders may submit a sworn statement executed by the President and Comptroller of its Affiliate and Parent Company.."</p>	<p>To be consistent with the 2nd paragraph of item 3, we suggest to replace "and" with "or" on the first statement.</p>	<p>Accepted.</p>

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	<p>will submit a Financial Bid that is higher than its NFCC (see Schedule 7).</p> <p>A Bidder who cites its Affiliate or Parent Company to comply with the financial capability requirement must present proof to establish that the cited entity is indeed its Affiliate or Parent Company as well as the Affiliate's or Parent Company's 2023 Audited Financial Statements.</p>			
82	<p>Envelope 1, Folder 1-3: Class "A" Documents – Financial Eligibility Documents item 4 page 18</p> <p>4. Details of equity and financing plan indicating the capital structure and source of funds with supporting documents. A narrative on the Bidder's plan to finance its capital expenses as well as its possible source of financing shall suffice.</p>	<p>Will a template for the financing plan be provided?</p>		<p>No, the Bidders shall be responsible for making their respective narratives for this requirement.</p>

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83	<p>II-10 TECHNICAL PROPOSAL</p> <p>Technical Soundness item 3 page 19</p> <p>For Lot 2 Roxas</p> <p>- The power plant/s should be connection-ready to PALECO's distribution system through a 13.8kV and 69kV bus connection.</p>	<p>Please clarify the statement</p> <p>Connection-ready to 13.8kV PALECO's distribution system thus it mean only provision for tapping/ connection to nearest distribution line?</p> <p>Please clarify the scope of the Bidder to comply with this requirement.</p> <p>Connection via bus-in in existing switching stations</p>	<p>Rephrase the statement into "The power plant/s should be connection-ready to PALECO's distribution system through a 13.8kV and 69kV bus connection"</p> <p>69kV bus connection is already described in the preceding sections</p> <p>Yes. It should tapped to nearest distribution via Tee connection. Show in the SLD the boundary limits of supplier</p> <p>69kV bus-in connection to existing IPP switching station must be allowed</p>	<p>The primary connection of the power plant is a cut in or bus in connection to NPC's 69kV facilities.</p> <p>The Single Line Diagram provided by the Bidder must show that its proposed power house has two available bus connections at 13.8kV and 69kV.</p>
84	<p>II-10 TECHNICAL PROPOSAL</p> <p>Technical Soundness Item 3 page 19</p> <p>Between the Aborlan - Narra 69kV Transmission Line (7 MW)</p>	<p>Please clarify location of "Poblacion". Does this refer to Poblacion of Aborlan?</p>		<p>Barangay Poblacion of Narra and Barangay Poblacion of Aborlan.</p> <p>Please refer to the coordinates and reference points provided. <i>Please see II-10 of the BP.</i></p>

No.	Section and Page	Comment / Suggested Revision	Explanation for the Comment / Suggested Revision	SBAC Responses
	<p>The power plant/s should be within the following distances:</p> <ul style="list-style-type: none"> - 10 KMs from NPC's 69kV Transmission Line and Poblacion area. 			
85	<p>II-10 TECHNICAL PROPOSAL</p> <p>Technical Soundness item 4 page 19</p> <p>The CSP shall be open for all technology that can supply the baseload demand for Lot 1 and the peaking demand for Lot 2, subject to the environmental limitations, regulations, and promulgations of the local government units of Palawan.</p>	<p>Does the Bidder still need to submit supporting documents pertaining to the type of technology? Or stating the type of technology in the Technical Evaluation Form will suffice?</p>	<p>Proper filling up of the prescribed Technical Evaluation Form shall suffice</p>	<p><i>Please see II-10 of the BP.</i></p>
86	<p>II-10 TECHNICAL PROPOSAL</p> <p>Technical Soundness item 6 page 19</p>	<p>Please clarify the scope of the Bidder's tapping point.</p>	<p>Show in the SLD the boundary limits of supplier</p>	<p><i>Please see II-10 of the BP.</i></p>

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	<p>Metering Point: For connection to NPC's transmission system via bus-in: At connection point to NPC's existing substation/switching station facility.</p> <p>For connection to NPC's transmission system via cut-in: At SUPPLIER's switching station at the 69kV connection point.</p> <p>For connection to PALECO's distribution system: At SUPPLIER's plant gate.</p>			
87	<p>II-10 TECHNICAL PROPOSAL</p> <p>Technical Soundness item 7 page 19</p> <p>"Power Plant/Generating Units must have the following capabilities:"</p>	<p>Is there a manufacturing date requirement for the generating units?</p>	<p>In the interest of reliable service, we suggest that the manufacturing date should not be earlier than 2010.</p>	<p>There is no manufacturing date requirement for the generating units</p>

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88	II-10 TECHNICAL PROPOSAL Technical Soundness item 7 page 20 Black Start Capability	Considering that Lot 2 is for Peaking, is it required to have black start capability?	Since peaking is last in the order of priority dispatch, it shall not be a requirement for Lot 2 to have a blackstart capability.	The power plant for Lot 2 shall have black start capability.
89	II-10 TECHNICAL PROPOSAL Technical Soundness item 7 page 20 Power plant/s must be able to integrate with System Operator's SCADA	Please clarify if this provision is for SCADA-ready only	It shall be SCADA-ready only.	The power plant(s) must install the necessary devices to integrate with the System Operator's SCADA system.
90	Compliance with prevailing Environmental Standards page 21	What documents will the Bidder submit?	Proper filling up of the prescribed Technical Evaluation Form stating that the environmental regulations and standards will be complied by the suppliers	<i>Please see II-10 of the BP.</i>
91	II-11 FINANCIAL PROPOSAL page 21 Tariff Structure	For Lot 2, is it possible split the tariff rates for Aborlan and Roxas?		The bidders submission must capture the cost for the power plants they commit to use for both locations for Lot 2.

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92	II-11 FINANCIAL PROPOSAL page 22 Fixed O&M Fee ("FOMF")	Can we include in the formula for FOMF the Foreign Exchange Rate fluctuations?		Not accepted.
93	II-13 BID SECURITY item 1 page 24 1. Bidders shall furnish, as part of the Bid proposal, a Bid Security equivalent to three (3) - month contract cost of the proposed power supply agreement computed using the bid price offered at the Monthly Minimum CUF for either Lot 1 or Lot 2. For the purpose of computing the Bid Security, the bid price to be used is the base price.	What is the formula to compute the 3 month contract cost?	May we request that a fixed amount be required by NEA-SBAC for the computation, to prevent confusion.	See answer to question 29.
94	II-13 BID SECURITY item 4 page 24 4. The required Bid Security shall be valid for the duration of the bidding process but in no case beyond one hundred	We suggest to extend the validity of the Bid Security until January 2, 2025.	The 180th calendar day counted from July 3 falls on December 30, 2024, which is a holiday. Banks do not allow the expiration of bid securities to fall on a holiday.	Noted

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	<p>eighty (180) calendar days from the deadline for submission and opening of bids. The execution of the PSA shall be made within the Bid Validity Period and Bid Security Validity Period.</p>		<p>The next banking day after December 30 2024 is January 2, 2025 which is 183 days from Bid Submission Deadline.</p>	
95	<p>Power Supply Agreement Lot 1 and Lot 2 item 7.6 page 9</p> <p>7.6. Replacement Power</p> <p>a. The procurement of any Replacement Power within the Outage Allowance shall be the responsibility of the OFFTAKER. However, the SUPPLIER shall provide Replacement Power under the following conditions, regardless if such outage is within the Outage Allowance:</p> <p>i. It will not be able to supply the Associated Energy equivalent to the Monthly</p>	<p>May we request to allow Replacement Power if there will be a delay in the COD?</p>		<p><i>See Section 5.3(b) of the PSA.</i></p> <p>If, for any reason, SUPPLIER fails to commence supply to OFFTAKER by Delivery Date, SUPPLIER shall arrange an alternative supply for OFFTAKER for a maximum period of twelve (12) months from Delivery Date, subject to the approval of the ERC and confirmation from NPC that it will pay Subsidy Fee. By the end of the 12-month period from Delivery Date, SUPPLIER must ensure that the power plant that it committed to construct shall be installed and commissioned.</p> <p>If, for any reason, the period of delay exceeds twelve (12) months from Delivery Date or if the power plant is not yet installed and commissioned by the end of the 12-month period, OFFTAKER shall have the right to terminate the Agreement and the Performance Bond shall be forfeited. For the avoidance of doubt, SUPPLIER shall be responsible for the provision of alternative power supply for the deficient capacity at the generation rate equivalent to the provisional or final approved TCGR, as applicable, or the actual rate of the Replacement Power, whichever is lower.</p>

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	<p>Minimum CUF level at a given month due to its own fault;</p> <p>ii. It will incur a scheduled plant-level outage or conduct a Preventive Maintenance Schedule for a generating unit during the peak months April, May, June, and December; and</p> <p>iii. It will conduct simultaneous Preventive Maintenance Schedules for more than one (1) generating unit.</p>			<p>The difference between the cost of the alternative power supply and the provisional or final approved TCGR, as applicable, shall be to the account of SUPPLIER and cannot be passed on to OFFTAKER.</p>
96	<p>Power Supply Agreement Lot 2 Schedule 3 page 29 – Plant Location</p>	<p>“Plant Location The power plant/s should be within the following distances:</p> <ul style="list-style-type: none"> - 20 KMs from the National Power Corporation’s (“NPC”) Irawan Substation; and - 20 KMs from PALECO’s Tiniguiban Substation” is for Lot 1 	<p>To be consistent with the bid docs, kindly change to “10km from NPC’s Roxas Substation” for 8MW while “10km from NPC’s 69kV transmission Line and Poblacion Area” for 7MW</p>	<p>Noted.</p>

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97	Power Supply Agreement Lot 1 and Lot 2 Schedule 3 page 33 – Single Line Diagram	Instead of a single transformer (three winding transformer), can we use two separate Power Transformers for 69kV and 13.8kV connection	This option should be acceptable.	Acceptable as long as the substation design satisfies the requirements for both the 69kV and 13.5kV connection.

SUMMARY OF WRITTEN COMMENTS AND QUERIES FLG MANAGEMENT AND DEVELOPMENT CORP.

98	TOR - Delivery Date/p. 2	Can Supplier provide replacement power from a location other than Roxas or Narra?	Considering the very tight delivery date, it would be more cost effective to source and provide available replacement power from other locations without having to physically move the engines to Roxas, where there are no available power plants yet.	See Section 5.3(b) of the PSA.
99	TOR - Contracted Capacity/p. 2	a. Is the contracted capacity installed or dependable?		Dependable Capacity
100		b. The annual maximum deliverable energy computed in Table 1.2-Lot 2 is computed based on running hours not considering downtime or	The annual maximum, deliverable energy will be reduced if downtime is considered.	See answer to question 1.

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		8760RH. Please clarify whether Lot 2 is allowed 45 days downtime as mentioned in the TOR.		
101	TOR - Source of Power/p. 4	If Supplier will install renewable energy source as peaking supply, will the sytem operator (SO) give priority dispatch to the RE plant? If yes, what are the conditions, if any?	It is best that the dispatch protocol is clearly stated so as to avoid future issues.	<p>PALECO or the SO, as the case may be, shall abide by ERC Resolution No. 15, series of 2014 or its future amendments, if any, which provides that: "5.2.2.4. Renewable energy resources shall be given priority in dispatch whenever available to the extent of the capacity the island/area grid can accommodate without affecting system reliability and security."</p> <p>Thus, the Bidder's renewable energy power plant shall be given priority in dispatch for the demand requirement (i.e., baseload for Lot 1 and peaking for Lot 2) it shall supply.</p>
102	TOR - Tariff Structure/p. 4	Are the tariffs inclusive of VAT?	If tariffs are inclusive of VAT, the SBAC is actually considering the entire cost of electricity that is billed to the end users. This also encourages the bidders to look for RE sources, which is of particular importance for Palawan.	<p>Except for Value-Added Taxes ("VAT") which shall be a pass-through component of the price, all other taxes and government dues including ER 1-94 (Benefits to Host Community), shall be to the account of the SUPPLIER/s.</p> <p>Please note that VAT shall not be included for the purpose of evaluating the bid offers of Bidders.</p>
103	TOR - Reduction of Contract Capacity and/or Contract Energy/p. 8	What will be the mechanism for the Supplier to recover its investment should PALECO		<i>See answer to question 42.</i>

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		decide to reduce contract capacity/energy for whatever reason?		
104	TOR - Replacement Power/p. 8	In the list of conditions where the Supplier can provide replacement power, can we add " <i>failure to deliver the contracted capacity by the delivery date</i> "?		<p>See answer to question 95.</p> <p>See Section 5.3(b) of the PSA.</p>
105	II-10 Technical Proposal/Blackstart Capability/p. 20	Please clarify what this means: " <i>At least two (2) generating unit per power station (minimum) to response at 1st attempt within 10 minutes, respectively</i> "		Please see the revised Technical Proposal requirements.
106	II-10 Technical Proposal / Page 20- SCADA	Power plant must be able to integrate with Systems Operator's (SO) SCADA. Will the SCADA integration to SO include control or will it be for data monitoring?	We need this information when we source SCADA.	<p>The power plant(s) must install the necessary devices to integrate with the System Operator's SCADA system</p> <p>The integration shall be for data monitoring only.</p>
107	II-09 - Legal Eligibility Documents/Item 2 p. 13	<i>In case a SPC is formed for purposes of undertaking the project, proof of registration with Philippine Laws - what specific document can be provided?</i>	Considering that the deadline for submission of bid documents is on July 3, 2024, the SEC might not be able to issue an approval of the registration application? In the last CSP - El Nido, name	In the item mentioned by the Bidder, the Special Purpose Company (SPC) should have already been registered and incorporated with the SEC. Hence, the Bidding Procedures require submission of the proof of registration.

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			registration/reservation was acceptable. Can we also do the same for this CSP? If not, what are other alternative documents?	
108	II-09 - Legal Eligibility Documents/Item 15 p.15	<i>Proof of its right to occupy or use the land upon which the power plant/s will be constructed</i> - will the SBAC accept a Memorandum of Understanding (MOU) between lot owner and Bidder indicating that latter will buy when it receives Notice of Award?		<i>See answer to question 77.</i>
109	II-09 - Legal Eligibility Documents/Item 5 p.16	Service Contracts from the DOE, if applicable - is this for submission on July 3, 2024 or only when the Bidder is chosen as winner?	It takes a very long time to get service contracts from the DOE - 30 days is impossible.	For Bidders offering an RE power plant, Bidder shall submit a copy of the executed RE Service Contract from the DOE.
110	II-13 Bid Security p.24	Please provide a formula for the amount of Bid Security.		<i>See answer to question 29.</i>
111	II-17 Financial Bid Evaluation p.27	Will the SBAC provide the following in Excel soft copies: Standard Response Form, Evaluation Model, Billing Determinants and Historical Data, among others?	This will ensure uniformity of bid submissions.	Yes, the Financial Bid Form shall be provided to the Bidders.

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112	General	<p>The bidding procedures and related documents do not mention whether the contracted capacity should be brand new or second hand. Considering the two (2) most recent CSP, which required brand new units to ensure that Palawan will avoid the current issues of relatively old engines in the main grid, please clarify why there is no such requirement now.</p>	<p>We understand that the SBAC is trying to address the impending expiration of the baseload ESA of PPGI and the EPSA1 and EPSA2 of DeltaP and DMCI, respectively. However, we respectfully recommend that SBAC address the short-term problem by allowing a <i>transition period</i> of max 2 years within which the Supplier can supply using its available engines. After the transition period, the Supplier should have installed brand new gensets to make sure that the long-term supply is not prone to the problems of old engines. We suggest further that the transition period will have a separate rate from the "regular" period. The total contract period will be 17 years inclusive of the 2-year transition period and the 15 years "regular" period.</p>	<p>See answer to question 34.</p> <p>Bidders shall not be allowed to propose a different tariff for the "transition" or "regular" period nor to extend the duration of the PSA beyond 15 years.</p> <p>There is no manufacturing date requirement for the generating units</p>
113	General	<p>Will the SBAC allow the current Bidders to organize a consortium at a later date but before the actual submission of its bid?</p>	<p>The provisions related to consortiums were skipped during the pre-bid conference as the SBAC assumed that the Bidders will bid as sole bidders.</p>	<p>No, it is not acceptable for current Bidders to organize a consortium at a later date before the actual submission of their bid. A Bidder participating in this Transaction as a consortium should have already organized itself as a consortium.</p>

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				<p>Further, each consortium member shall be treated as separate entities and should have submitted its individual Expression of Interest, Confidentiality Undertaking and Acknowledgment and Consent Form for Data Privacy.</p> <p>This is to prevent undue surprise to the NEA SBAC on the actual participants for this CSP as well as to ensure fairness to the other Bidder(s) who ought to know their competition for this Transaction.</p>