

19 July 2021

Technical and Financial/Commercial – REQUEST FOR PROPOSALS

1. Overview of GuarantCo

GuarantCo (www.guarantco.com) is a provider of local currency credit enhancement solutions in emerging and frontier markets and is sponsored by the governments of the UK, Australia, Switzerland, Sweden and the Netherlands. GuarantCo is a member of the Private Infrastructure Development Group (PIDG) (www.pidg.org), a multi-donor international organisation established to promote private participation in infrastructure in the world's developing countries.

2. Introduction and Background to the Services

2.1 The Company in question is a holding company (“**Company/TopCo**”) with its main assets being its investments into the intermediary Holding Companies (“**HoldCos**”) which subsequently on-lend to the Operating companies (“**OpCos**”) in the relevant jurisdictions. GuarantCo supported with a 100% guarantee which enabled the TopCo to issue INR & PHP local currency bonds in the market. The Company's revenues comprise of cash up streamed from respective OpCos via the HoldCos in the form of dividends, royalties, development fees, management fees and shareholder loan/debt security repayments. The Company and its subsidiaries develop, acquire and operate renewable energy projects in South and South-East Asia.

As of today, following a significant disposal of much of its Indian asset portfolio, the Company is looking to rebuild its portfolio, which currently consists of a few operating assets in India, projects under construction and at later stage development in Philippines and a pipeline of projects at very early development stage across south east Asia.

2.2 GuarantCo is now looking to appoint an Advisor(s) to conduct a technical and financial/commercial due diligence to critically review and assess the feasibility of Company's existing and future asset base individually and also as a portfolio of projects that are able to generate and upstream sufficient income to service the debt obligations at TopCo level (the **Services**).

2.3 Terms of reference including description of the scope of the commission is detailed in Section 5 below.

2.4 The Services are expected to commence as prescribed below in section 6 “Timelines”, and be completed when the scope of work has been successfully delivered

2.5 This is a formal REQUEST FOR PROPOSAL (**RFP**) subject to the terms and conditions set out below. The purpose of this RFP and supporting documents is to explain in further detail the requirements for the Services and the procurement process for submitting a tender proposal.

05 July 2021

3 Tender Conditions and Contractual Requirements

- 3.1 This section of this RFP sets out GuarantCo's contracting requirements, policy requirements and the general tender conditions relating to this procurement process (**Procurement Process**).
- 3.2 The appointed supplier will be expected to deliver the Services across project sites in India, Philippines and Indonesia.
- 3.3 GuarantCo's contracting and commercial approach in respect of the required services is set out in Appendix B (Terms and Conditions of contract) (the **Contract**). By submitting a tender response, you are agreeing to be bound by the terms of this RFP and the Contract without further negotiation or amendment.
- 3.4 In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this RFP by the Clarification Deadline (as defined below in the Timescales section of this RFP). Following such clarification requests, GuarantCo may issue a clarification change to the Contract that will apply to all potential suppliers submitting a tender response.
- 3.5 GuarantCo is under no obligation to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline, but before the Response Deadline (as defined below in the Timescales section of this RFP). Any proposed amendments received from a potential supplier as part its tender response shall entitle GuarantCo to reject that tender response and to disqualify that potential supplier from this Procurement Process.
- 3.6 Any information supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in this RFP and the supporting documents and in any written or oral communication is believed to be correct at the time of issue but GuarantCo will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of GuarantCo.
- 3.7 You are responsible for analyzing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. You should notify GuarantCo promptly of any perceived ambiguity, inconsistency or omission in the information provided to you as part of this Procurement Process.
- 3.8 At any time prior to the Response Deadline, GuarantCo may amend this RFP. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Response Deadline shall, at the discretion of GuarantCo, be extended.
- 3.9 Each potential supplier is responsible for obtaining all information necessary for preparation of a tender response and for all costs and expenses incurred in preparation of the tender response. You will not be entitled to claim from

GuarantCo any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.

3.10 GuarantCo reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any provider of management services to GuarantCo, advisers or other third parties involved in the procurement or support of the Services.

3.11 Your tender response must remain open for acceptance by GuarantCo for a period of sixty days from the Response Deadline. A tender response not valid for this period may be rejected by GuarantCo.

4 General Policy requirements

4.1 By submitting a tender response in connection with this Procurement Process, you confirm that you will, and will ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable GuarantCo policies and procedures which can be found on GuarantCo's website (<http://www.guarantco.com/policies-procedures/policies>). The list of relevant policies includes (but is not limited to): Anti-corruption and Integrity Policy and Procedures, Disclosure Policy and Procedures and Travel and Expense Reimbursement Policy and Procedures.

5 Terms of Reference/Scope of Works.

5.1 Detailed terms of reference enclosed in Appendix B

6 Timescales

Subject to any potential changes notified by GuarantCo in accordance with this RFP, the following timescales shall apply to the Procurement Process:

Activity	Date / time
RFP Issued	19th July 2021
Deadline for clarification questions (Clarification Deadline)	26th July 2021
GuarantCo to respond to clarification questions	30 th July 2021
Deadline for submission of RFP responses by potential suppliers (Response Deadline)	Midnight London time, 5 th August 2021
Final Decision	12 th August 2021
Contract concluded with winning supplier	20 th August 2021 (subject to satisfactory completion of GuarantCo KYC requirements)
Contract start date	To be confirmed

7 Format of the Proposal

Taking account of the above, your tender response should provide but not exclusively the following information:

- a) Your profile detailing experience and track record on any assignments of a similar nature and scope.
- b) References from sponsors of projects and/or previous clients in which you have provided similar services including brief description of the project, services provided and implementation dates.
- c) Method Statement – setting out how you propose to carry out the required services and indicative timelines.
- d) Financial Proposal – detailing your fee proposal in a lump sum but broken down in the format indicated in Appendix A. Note that prospective suppliers can tender for individual packages detailed further in the Scope of Work (**Appendix B**) or tender for Phase I and/or Phase 2 in their entirety.

8 Evaluation Criteria

8.1 Upon receipt of your tender response meeting the requirements of this RFP, GuarantCo will assess each response based on the following scoring:

	Item	Points
(a)	Specific experience related to assignment	[10]
(b)	Adequacy of the proposed work plan and methodology in responding to Terms of reference/Scope of work and project context.	[40]
(c)	Qualification and competency of dedicated key staff for the Assignment	[40]
(d)	Financial proposal	[10]
TOTAL		100

8.2 The proposals received in response to the RFP will be evaluated by an Evaluation Committee consisting of members across the GuarantCo business. Responses from suppliers will be assessed to determine the most economically advantageous tender using the criteria and scoring above.

8.3 The winning tender shall be the tender response scoring the highest score out of 100. GuarantCo may reject your tender response in full and disqualify you from the Procurement Process if your tender response does not meet the requirements of this RFP or if there is any attempt to inappropriately influence the Procurement Process.

9 Instructions for responding

9.1 All documents required as part of your tender response should be submitted to kwame.asare@Guarantco.com and manav.mehta@guarantco.com by the Response Deadline, as set out in Section 6.

9.2 All clarification requests should be submitted to kwame.asare@Guarantco.com and manav.mehta@guarantco.com by the Clarification Deadline, as set out in Section 6. GuarantCo is under no obligation to respond to clarifications requests received after the Clarification Deadline.

9.3 GuarantCo reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If GuarantCo considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the clarification query prior to GuarantCo responding to all potential suppliers.

Appendix A: SUMMARY FEE PROPOSAL SUBMISSION¹ (please note that fee Quotes are to be in USD)

CONSULTANT/CONSORTIUM/SUPPLIER NAME:

	Service	Amount (US\$)
	A.	
	B.	
	C.	
	TOTAL	

Proposed Payment Terms

Completed By: _____

On Behalf of: _____

¹ Note that there are individual fee proposals set out in the Scope of Work and this Appendix A should be a summary of all services being bid for

Appendix B – Scope of Work

Introduction

The Company in question is a holding company (“**Company/TopCo**”) with its main assets being its investments into the intermediate Holding Companies (“**HoldCos**”) which subsequently on-lend to the Operating companies (“**OpCos**”) in the relevant jurisdictions. The Company’s revenues comprise of cash up streamed from respective OpCos via the HoldCos in the form of dividends, royalties, development fees and shareholder loan/debt security repayments

The Company and its subsidiaries develop, acquire and operate renewable energy projects in South and South-East Asia. Today, following a significant disposal of much of its Indian asset portfolio, the current portfolio of operating and later stage development projects (together referred to as the “**Brownfield Assets**”) includes:

Brownfield Assets	Project Description	Location
Project I & Project II	Two operating combined bagasse co-generation projects of 60 MW and 38 MW capacities respectively	India
Project III	60.1MWp solar power project currently under construction (COD anticipated July 2021)	Philippines
Project IV	80MWp solar power project currently under later stage development	Philippines

The Company also has a pipeline of projects across the Philippines and Indonesia (the **Additional Assets**) that are in the very early stages of development - these include:

5 projects (4 solar, 1 wind; 3 in Philippines and 2 in Indonesia) that are also the subject of this due diligence request.

The resultant objective of the assignment is to assess the feasibility of Company’s current and future asset bases individually and also as a portfolio of projects that are able to generate and upstream sufficient income to service the debt obligations at TopCo level. This is expected to be done through critical review and analysis of the technical and financial funding inputs and assumptions for the assets at the varying stages of their lifecycle.

To that end, GuarantCo is seeking to hire a technical and financial/commercial due diligence advisor. GuarantCo may choose to go with different firms for the technical and financial/commercial advisors and may also carry out the Phases in different stages, so please quote your fees for Phase I and/or Phase II, providing as much breakdown as possible.

For any operating asset(s), where available, technical reports procured by the Company will be shared, and thus will require a review rather than the full due diligence. However, if the review is deemed to be insufficient, GuarantCo may request a more detailed due diligence exercise.

The scope of work is detailed in the sections below.

Phase I: Technical due diligence terms of reference/scope of work

Package A: Technical Due Diligence/Gap Analysis for the Brownfield Assets

Package B: HSES Due Diligence for the Brownfield Assets

Package C: Scope of Work for the Additional Assets

- Package C1: Technical Due Diligence/Gap Analysis
- Package C2: HSES Due Diligence

Package A: Technical Due diligence/gap analysis for the Brownfield Assets

1. Project document review:

The Technical Advisor (“TA”) will review the project documentation package, to highlight potential technical risks and costs for the project and potential related mitigation measures. This will be based on the following reviews:

2. Project permits review

- Review of related permits and authorisations required for the construction, operations of the project (building permits, authorisation for the substation, road access) and operating licences.

2.1. Project studies review

- Review of studies performed by the Sponsors including:
 - Geological studies and containing information on topography, geology, hydrology of the terrain
 - Environmental and social impact study or any environment consents
 - Health, social and environmental studies (including water, waste management, overall human resources organisation study)

2.2. Procurement process and EPC and suppliers remaining liabilities review

- Review of the EPC and supply agreement to:
 - understand the procurement process and to check remaining guarantees or obligations
 - check the contractual warranties for PV modules, mounting structures, inverters, main electrical equipment

2.3. PPA and grid connection agreement review

- Review of the provisions of the PPA with the off-taker including energy sale and purchase provisions, pricing and conditions for operation.

- Review of the provision of the grid connection agreement with the grid operator including technical requirements, scheduled maintenance allowances.
- Assess the contractual technical constraints required by the project contracts, having a potential impact on the design, procurement or the operation of the project.
- Assess the technical aspects of the proposed contractual structure and the allocation of risks to the principal parties and to what extent contract are on a back-to-back with the O&M contract.

2.4. O&M contract review

While reviewing the O&M contract, the TA will make sure to:

- Check that the PPA technical requirements and risks identified are addressed in the contract.
- Comment on proposed availability range, warranties, response times, damage compensation / liability limits, termination rights.
- Provide a gap analysis of the O&M contract pointing out any clauses missing and confirming that the O&M contract terms are aligned with market standards, identified deviations from market standards will be reported and mitigation factors can be proposed.
- Review and comment on the project company's plan for spare parts and its adequacy to meet the projected operating performance.

2.5. Land lease agreement

- Review of the lease agreement to assess potential risks and costs to be taken into consideration.

3. Technology and plant design assessment

3.1. Key project components (i.e. modules, inverters, structures, power transformers)

- the quality, the performance and suitability with the site conditions and international standards. (optimal performance, degradation rate guaranteed by the manufacturer, lifetime expectancy).
- Review of warranties and certifications.
- Equipment's track record: worldwide and regions having similar environmental conditions or climate.
- Manufacturer's track record of operating in similar environmental conditions or climate.

3.2. Site characteristics

- Site suitability (including carrying out a site²).
- Existing infrastructure at the site.
- Review of available site information including hydrology, geotechnical and topology.
- Subsurface investigations and geotechnical considerations.
- Climate and environmental conditions.
- Identified construction specifications or limitations consistent with the soil and rock properties.

² Preference is for physical site visits to be conducted at project sites, however given the on-going covid-19 pandemic, alternative solutions proposed may be considered

- Security risk.

3.3. Connection

- Grid connection status and studies
- Modelling undertaken and required by grid company
- Curtailment risks going forward
- The adequacy of the plant to meet grid connection standards or any technical performance standard(s) required for connection
- Provide views on status of sub-station and evacuation infrastructure and any critical maintenance requirements that may be pending

4. Energy yield assessment

- Review the analysis performed by the Sponsors' technical advisor.
- If necessary, creating a new energy yield assessment.

5. Review of the technical parameters of the financial model, including:

- The TA will review the following technical parameters in the financial model(s) prepared by the Sponsors:
 - Capex inputs based on construction work costs from the EPC contract
 - Opex inputs against O&M contract's terms and Company's budget forecasts
 - Projected revenues based on PPA tariff, PLF (P50, P75 and P90) assumptions, project availability assumptions, module degradation rates
- The TA will also provide recommendations to define the sensitivity cases to be run.

6. Plant inspection and performance verification

- The TA will conduct an inspection to assess any factors that may impact the project's performance such as near shading obstacle, dust conditions or others.
- The technical inspection is based on the following activities:
 - A detailed visual inspection of installation works quality and adequacy with as-built documents.
 - A detailed visual inspection of key components quality and adequacy with as-built documents.
 - Indirect measurement by means of performance ratio calculation for the period since commercial operation date until the site visit date, based on yield data from the energy meter readings and the actual radiation/wind harnessed.
- Key areas of the gap analysis include but not limited to the following:
 - Review of design and technology
 - Review of contracts – EPC, O&M, PPA, Land Lease Agreements, insurance policies etc.
 - Review of operational reports particularly actual performance against projections (key performance indicators such as energy yield, measured monthly irradiation, plant availability, grid availability, monthly performance ratio etc.)

- Findings will be presented in a gap analysis report where “Red Flags” (if any) will be identified and an action plan will be prepared based on the TA’s recommendations. In the event the conclusions of the gap analysis are not satisfactory, GuarantCo reserves its rights to request for a full technical due diligence for the relevant project(s).

Package B: HSES Due Diligence for the Brownfield Assets

The scope of work for the HSES due diligence package relates to the Company’s HSES Management System and review of the overall HSES performance of the Company’s existing operations as the foundation for Brownfield Assets that have yet to reach COD, and also as a basis for anticipated HSES performance of the Additional Assets at a later date. The objective of the HSES due diligence is to review and evaluate the HSES risks and impacts at the different projects and identify issues that could pose a financial and/or reputational risk to GuarantCo.

The HSES due diligence should be undertaken in consideration of the following Applicable Standards:

- Country of operation legislation and regulations;
- International Finance Corporation (“IFC”) Performance Standards (2012) and relevant Environmental, Health and Safety (“EHS”) Guidelines;
- Relevant international conventions and treaties, including but not limited to the International Labour Organization declarations and conventions;
- The Voluntary Principles on Security and Human Rights;
- PIDG HSES Policies, Life Saving Rules and PIDG Safeguarding Rules.

1. Review of the Company’s HSES Management System

- Review the adequacy of the HSES Management System against the IFC Performance Standards.
- Review the organisational capacity of the Company to identify, assess and manage their HSES risks and impacts.
- Identify any material compliance gaps and propose corrective actions to address these gaps.

2. HSES Review of the Brownfield Assets

3.1 Desktop Review

- Identify the key HSES issues and risks
- Review the adequacy of the ESIA, the ESMP, and other relevant HSES documents against the Applicable Standards.
- Review the adequacy of project staffing and expertise to properly execute and monitor the HSES aspects of the projects.
- Review incident and grievance registers and comment on adequacy of incident and grievance management.
- Review contractor management procedures to validate adequacy in relation to managing site HSES risk.
- Conduct a media search to identify (if any) negative media NGO reporting related to any of the projects or Company operations.
- Review the adequacy of the security management plan.
- Identify any material risks for review during the site visits.

3.2 Site visits³

- Conduct a project(s) site visit to each of the Brownfield Assets to:
 - Confirm findings of the desktop review
 - Evaluate implementation of HSES policies, plans and procedures, including the ESMP;
 - Review the capacity of the Company to effectively manage the HSES risks and impacts;
 - Evaluate the extent of stakeholder support for the Project and identify any indications for concerns with regards to the relationship with local communities and/or workers.
 - Assess the implementation status of local community benefit sharing and community development initiatives related to the project; and
 - Assess overall HSES performance and compliance in regard to the Applicable Standards;

Following the completion of the desktop review and site visits, the TA is to:

3. Gap Analysis/Action Plan

- Identify any material HSES risks and compliance gaps with the Applicable Standards.
- Prepare a HSES Action Plan, recommending actions to address any HSES risks/gaps in compliance. The HSES Action Plan is to include the significance of the non-compliances identified, responsibilities and timeframes to complete the actions and action completion criteria.

Package C: Scope of Work for the Additional Assets

C1: Technical Due Diligence/Gaps Analysis

Please see scope of work for Package A - however note there are no operational projects and all projects concerned are at early/greenfield development stage

C2: HSES Due Diligence

Please see scope of work in Package B - however note there are no operational projects and all projects concerned are at early/greenfield development stage

REVISED FEE PROPOSAL SUBMISSION (please note that fee quotes are to be in USD)

Please provide fees exclusive of tax specifying hourly rates, percentage of any discount offered to standard rates and whether you are offering a fixed fee or a cap. Please specify the basis on which any disbursements will be charged.

TA/CONSORTIUM/SUPPLIER NAME: _____

Service	Amount (US\$)
Phase I	PLS LEAVE BLANK
Package A: Technical Due Diligence/Gaps Analysis for the Brownfield Assets	

³ Preference is for physical site visits to be conducted, however any robust alternative solution put forward that achieves the same objective may be considered

Package B: HSES Due Diligence for the Brownfield Assets	
Package C: Scope of Work for the Additional Assets	PLS LEAVE BLANK
C1: Technical Due Diligence/Gaps Analysis	
C2: HSES Due Diligence	
TOTAL	

Phase II – Commercial/Financial Due Diligence

Package A - For Company/TopCo

- Provide an independent review of the Company’s Annual Budget and assessment of the 6-12 month cashflow forecasts (inflows and outflows broken down into individual month to month basis covering the full period)
- Breakdown and assess the investments and financing to date of the two Philippine projects (**Project III and IV**) and planned future funding needs and timing to get projects to COD.

Brownfield Assets	Project Description	Location
Project I & Project II	Two operating combined bagasse co-generation projects of 60 MW and 38 MW capacities respectively	India
Project III	60.1MWp solar power project currently under construction (COD anticipated July 2021)	Philippines
Project IV	80MWp solar power project currently under later stage development	Philippines

- Critical assessment and investment analysis of future pipeline in order to develop a financial model of Group operations, i.e one which captures required capital injections, financing and timing of funding requirements at project level and consolidates forecasted up-streaming from each Project Company and Pipeline against running costs and debt servicing.
- Review of the original investments and financing (including any existing and refinanced debt) of the Company’s portfolio of recently sold Indian assets (x4 solar projects) and compare against the final valuation and realised sale proceeds received to form some basis of valuation for future projects

Package B – For Brownfield Assets

B1 -Project and Management Review

- Review the Project information, key Project and finance documents to understand the commercial structure and financing arrangement of each Project, the original plan and the current status.
- Overview and assessment of any joint investor involved at HoldCo level with regard to experience, track record and financial capability

- For Projects I and II, assess whether there are any alternative options available to release cash trapped to Topco, given the continuing challenges in country
- Devise a valuation of Projects I and II and indicative assessment of optimum time and basis to dispose and sell to potential buyers.
- For Projects III and IV in the Philippines, assess the breakdown of all investments & financing made to date and compare against original expectations for these assets. Review revised and future financing needs to get project(s) operational and generating income to eventually be upstreamed to TopCo.
- Review the financial and performance information to date for all Brownfield Assets, focusing on cost of construction, revenue drivers, KPI performance (where applicable) in comparison to original budget projections; identifying key variables, increased costs and potential red flags in assumptions.
- Discussion and review of Management and key project personnel to assess track record, experience and project implementation/delivery capability
- Provide a high-level analysis of internal and external factors leading to underperformance of each Project, based on info collected, market intelligence and industry research.

Package B2 - Review and Strategy Development – Financial and Debt Analysis

- Review the OpCo's debt structure, finance documents and shareholders' agreements and EPC contracts to assess the debt profile.
- Analyse the OpCo's funding requirements to understand the long-term capex funding gap and short-term liquidity shortfall (if any). Where appropriate, provide advice and recommendation on potential strategies to deal with these two different types of funding needs.
- Review each OpCo's original bank case financial projections and key assumptions and drivers.
- Perform high level review on the technical assumptions and parameters used in the bank case, and discuss with GuarantCo's TA on assumptions that deviate materially based on present day understanding and experience

Package B3 - Funding Gap Analysis and Scenario Analysis, Options Analysis, Restructuring Plan

- Review (or if necessary, build a new financial model) the current individual Brownfield Asset financial models to assess the debt service capability and investment returns based on updated parameters and inputs.
- Conduct scenario analysis focusing on key risks during the construction period (if relevant) and operation period for solar projects, assessing the need for equity cure / debt rescheduling to meet debt service requirements at Opco, HoldCo and TopCo and to comply with financial covenants and impact.

- Provide for each a market driven and DCF valuation for Projects I II III & IV today and at COD
- Assist in the determination and recommendation of the appropriate capital structure for the Group based on financial model outputs
- Advise (where necessary) on debt restructuring and strategic options and terms
- As part of the advice on restructuring options for the Group, include the possibility of setting up a development company structure whereby a new vehicle “NewCo” buys some or part of SREC’s existing projects (in construction and pipeline)
- Assist GuarantCo in its internal analysis and consideration of the strategic options and restructuring terms.

Package C – Additional Assets [5 projects (4 solar, 1 wind; 3 in Philippines and 2 in Indonesia)]

C1 - Financial Modelling

- Build a dynamic, full life project finance model for each Project, build in a comprehensive sensitivity analysis structure for scenario analysis
- Coordinate and work with GuarantCo’s TA and develop assumptions and inputs for the financial model;
- Build in flexibility for different feasible financing options available to the Project in line with similar projects in Philippines/Indonesia, allowing for structuring of limited recourse project finance and corporate finance solutions.
- Provide model-based debt sizing and structuring, incorporating financial covenants and key financial indicators;
- Update the financial model and perform sensitivity analysis to allow GuarantCo and Project Company to assess the financing structure and evaluate the project return based on the financing proposals obtained.
- Provide for each a market driven and DCF valuation for the Additional Assets today and at COD.

C2 - Project Documents and Commercial Structure

- Provide advice on the optimal commercial strategy in light of the options and trends in Philippine/Indonesia power and renewable markets and local and regional financing and EPC options.

- In conjunction with GuarantCo’s legal counsel, review the project documents and advise on key commercial terms of the project agreements, i.e. power purchase agreement with distribution utility, EPC and O&M contracts from the bankability and commercial perspectives.
- Prepare a risk matrix, project risk analysis and mitigation recommendations to assist GuarantCo’s internal decision.

C3 - Financing Advisory

- Provide advice on financing options available to the Company based on the finance market activities in Philippine and Southeast Asia, and the commercial structure determined in Package C;

REVISED FEE PROPOSAL SUBMISSION (please note that fee quotes are to be in USD)

Please provide fees exclusive of tax specifying hourly rates, percentage of any discount offered to standard rates and whether you are offering a fixed fee or a cap. Please specify the basis on which any disbursements will be charged.

TA/CONSORTIUM/ADVISOR NAME: _____

Service	Amount (US\$)
Phase II	
Package A: Company/TopCo assessment	
Package B: Brownfield Assets	PLS LEAVE BLANK
B1: Project and Management Review	
B2: Financial and Debt Analysis	
B3: Funding Gap Analysis, Financial Modelling and Scenario Analysis, Options Analysis, Restructuring Plan	
Package C: Additional Assets	PLS LEAVE BLANK
C1: Financial Modelling –	
C2: Project Documents and Commercial Structure	
C3: Financing Advisory	
TOTAL	