

Bid Document	Section/Provision	Query	LUECO TPBAC Clarification/s
		Can a bidder change its bidding entity prior to submission of bid? If so, when is the deadline for the revision and what are the requirements to do so?	No, but you can change your Nominated Plant in your Expression of Interest. Deadline is April 9, 2021.
		Can the bidder still add new nominated plants prior to bid submission? If so, are there any additional requirements needed?	Yes. You have to amend the data pertaining to the nominated Plant in your EOI.
TOR	Section 8 Power Act Reduction:	Can TPBAC confirm that PAR is indeed optional and submitting a bid without a PAR will not be subject to disqualification?	Yes. PAR is optional.
EPPA	Under Section 8.2 of the EPPA which states: “In the case of Force Majeure Event affecting Power Supplier, and there is available Supply from other sources, Power Supplier shall continue to supply LUECO at BER or WESM Price at LUECO’s Market Trading Node, whichever is lower.”	<ul style="list-style-type: none"> • Is our understanding correct that “other sources” could mean other generating plants apart from the supplier’s nominated plants or the WESM? • If the source comes from another generating plant, LUECO should be charged at BER, whereas if the source comes from WESM, this should just be pass-through to LUECO, whatever the cost. Force majeure is an unavoidable circumstance which is beyond 	<p>Yes.</p> <p>Please note that the Force Majeure event here is a “localized” one, and this being so, there can be other available sources of power, in which case, the Power Supplier shall continue to supply LUECO at prevailing Electricity Fee or WESM price at LUECO’s Market Trading node whichever is lower.</p> <p>Please refer to amended articles in the TOR and EPPA.</p>

		<p>our control, and it is something we don't want to happen. Given this case, we deem it reasonable not to burden the supplier during these instances and therefore, the "Whichever is lower" context should not be applied.</p>	<p>Item 4 Required Contracted Energy is amended to read as follows: Power Supplier shall be responsible for providing for the full energy requirements of LUECO, from the Plant, the WESM, or any other source at prevailing Electricity Fee, net of any reduction by reason of the enforcement of Retail Competition and Open Access and the Renewable Energy Law. This is projected to be between 224,962 MWH - 337,349 MWH per year</p> <p>ITEM 9: Outage Allowance Power Supplier shall guarantee 100% availability of supply at BER prevailing Electricity Fee regardless of source plant's availability or unavailability whether due to a Planned or Unplanned Outage. In the case of Force Majeure Event affecting Power Supplier, Power Supplier shall continue to supply LUECO at BER prevailing Electricity Fee or WESM Price at LUECO's Market Trading Node, whichever is lower.</p> <p>SCHEDULE 4 of the EPPA (Electricity Formula) is amended to read as follows: Electricity Fee = $\{[(E \times \text{GENERATE}) - \text{PAR Discount}] \times (1 + \text{VAT})\} + \{(\text{EFM} \times \text{EFM RATE}) \times (1 + \text{Effective VAT})\}$</p> <p>Article 8.2 Instances of Force Majeure is further amended to read as follows: xxx . . . In the case of Force Majeure Event affecting Power Supplier, and there is available supply from another source, Power Supplier shall continue to supply LUECO at BER prevailing Electricity Fee or WESM Price at LUECO's Market Trading Node, whichever is lower. Power Supplier shall guarantee 100% availability of</p>
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EPPA	Under Section 8.3.1 of the EPPA which states: "Except as provided in Section 8.2 and 8.5, the affected Party shall be excused from performance to the extent affected and shall not be considered to be in default in	Since the supplier can avail relief during force majeure events, there should be no penalty to be imposed to the supplier, hence the phrase "Except as provided in Section 8.2 and 8.5" doesn't apply.	We reiterate that in case of a "localized" Force Majeure event, meaning there are available sources of Power Supply, Supplier is not excused from performance of their obligation which is 100% availability of Power Supply to the BUYER. But the consumers cannot be made to carry the burden of additional cost in case of a localized Force Majeure event, hence the phrase "whichever is lower".

	<p>respect of any obligation under this Agreement (including any obligation of BUYER to pay the Electricity Fees) for so long as failure to perform such obligation shall be due to an Event of Force Majeure.”</p>		<p>Articles 8.2 and 8.5 are exceptions to the general rule that in case of Force Majeure event, Supplier shall be exempted from their obligation.</p>
EPPA	EPPA Section 4.2	<ul style="list-style-type: none"> When we say failure to generate electricity, does this cover instances beyond the allowable downtime under section 4.4? Can the TPBAC confirm that this provision does not include 	<p>This is different from Section 4.4.</p> <p>Article 4.2 Failure of Power Plant to Generate Electricity is amended to read as follows:</p> <p><i>In case SELLER is unable to source electricity from Power Plant for whatever reason except cases of Force Majeure, SELLER shall undertake alternative sourcing arrangements to compensate for the failure or shortfall, provided that, BUYER shall pay to SELLER the prevailing Electricity Fee or from the alternative source, whichever, is lower. In case SELLER fails to supply BUYER electricity due to unavailability of supply from its Power Plant, WESM, and any other source, SELLER shall pay a fine calculated as follows:</i></p> <p><i>Fine = 20% 5% x GENRATE from the previous Billing Month x Unsupplied Energy</i></p> <p><i>Xxx . . .</i></p> <p>Yes, in so far as Force Majeure is concerned. Please note that the cases cover “for whatever reason”.</p>

		<p>instances that the source plant is not dispatched by the market & other instances under FM?</p> <ul style="list-style-type: none"> • For better appreciation, can the TPBAC cite a specific instance or event when a penalty will be imposed for non-supply and when the performance will be called upon? 	<p>We understand your concern. This is in fact subject of our letter inquiry to DOE and DOE does not want this provision removed. Only a penalty is imposable.</p>
<p>Bid Bulletin No. 5 (Item 14)</p>		<p>What does the word “Contracted” imply? Is the Contracted Energy a guaranteed offtake of LUECO?</p>	<p>Our Tariff Structure is Base Load and Load Following, Firm. The term “Contracted” does not mean guaranteed offtake because they are just forecasted figures and besides under Item No. 19 of the TOR, we have no MEOT.</p>