



TERMS OF REFERENCE	DESCRIPTION	REQUIREMENT																																																												
Type of Contract	<p>Firm</p> <input checked="" type="checkbox"/> Base load <input type="checkbox"/> Emergency replacement power <input type="checkbox"/> Full load requirement	<p>Non-firm</p> <input type="checkbox"/> Peaking (or take and pay)																																																												
Contracted Capacity (MW)	<table border="1"> <thead> <tr> <th rowspan="2">YEAR</th> <th colspan="4">COMMITTED BASELOAD DEMAND (MW) FOR PROCUREMENT (2024-2033)</th> </tr> <tr> <th>BOHECO I</th> <th>BOHECO II</th> <th>BLCI</th> <th>TOTAL</th> </tr> </thead> <tbody> <tr><td>2024</td><td>26</td><td>12</td><td>12</td><td>50</td></tr> <tr><td>2025</td><td>28</td><td>14</td><td>12</td><td>54</td></tr> <tr><td>2026</td><td>44</td><td>16</td><td>12</td><td>72</td></tr> <tr><td>2027</td><td>46</td><td>17</td><td>13</td><td>76</td></tr> <tr><td>2028</td><td>48</td><td>18</td><td>13</td><td>79</td></tr> <tr><td>2029</td><td>50</td><td>18</td><td>13</td><td>81</td></tr> <tr><td>2030</td><td>50</td><td>18</td><td>14</td><td>82</td></tr> <tr><td>2031</td><td>50</td><td>18</td><td>14</td><td>82</td></tr> <tr><td>2032</td><td>50</td><td>18</td><td>14</td><td>82</td></tr> <tr><td>2033</td><td>50</td><td>18</td><td>15</td><td>83</td></tr> </tbody> </table>			YEAR	COMMITTED BASELOAD DEMAND (MW) FOR PROCUREMENT (2024-2033)				BOHECO I	BOHECO II	BLCI	TOTAL	2024	26	12	12	50	2025	28	14	12	54	2026	44	16	12	72	2027	46	17	13	76	2028	48	18	13	79	2029	50	18	13	81	2030	50	18	14	82	2031	50	18	14	82	2032	50	18	14	82	2033	50	18	15	83
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Dependable Capacity (MW)	One Hundred Percent (100%) of the Contracted Capacity.																																																													
Contract Duration	The PSA shall take effect for a period of TEN (10) years commencing on the Commercial Operations Date of December 26, 2023 to December 25, 2033, unless earlier terminated in accordance with the provisions of the PSA.																																																													
Commercial Operation Date (MM/DD/YYYY)	12/26/2023																																																													
Schedule of Delivery	12/26/2023	Provided the later shall not exceed thirty-six (36) months after ERC's Final Approval of PSA.																																																												

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ATY. ELMER SALUIS B. POZON
Member, 1BP DU JCSP TPBAC

RAY C. GRAPA, REE
Vice-Chairman, 1BP DU JCSP TPBAC


TITO O. ANDAMON
Chairman, 1BP DU JCSP TPBAC



TERMS OF REFERENCE	DESCRIPTION	REQUIREMENT
Tariff Structure (landed cost)	Maximum price components shall be broken down into the ff:	
	Capacity Fee (PHP/kWh)	Fixed Cost 1 - Capital Recovery Fee
	Fixed O&M (PHP/kWh)	Fixed Cost 2 – Other fixed costs (e.g., Fixed O&M Fee)
	Variable O&M (PHP/kWh)	Variable Cost 1 – Non-fuel variable costs (e.g., Variable O&M Fee), and
	Fuel Fee (PHP/kWh)	Variable Cost 2 – Fuel Fee
	The Bidder must also specify the base fee adjustment formula, if any, and applicable adjustment in percent that each component is being affected by factor such as CPI.	
Outage Allowance per plant	Zero-outage power supply of the committed aggregated capacity of 1BP.	
Force Majeure	<p>Extraordinary event which is not foreseen, or which though foreseen, is inevitable to happen, such event maybe produced by two general causes: (1) by nature, act of God, such as but not limited to a typhoon, storm, tropical depression, flood, drought, volcanic eruptions, earthquake, tidal wave, or landslide; and (2) by the act of man, such as but not limited to war, conflagration, inundation, sabotage, blockade, revolution, riot, insurrection, civil unrest or any violent, or threatening actions; or any system emergency that may affect delivery of power by the Genco.</p> <p>1BP DUs shall not be required to make payments for any of the following:</p> <ul style="list-style-type: none"> • Capacity that is unavailable • Capacity that it cannot accept 	
Replacement Power	<p>Replacement power shall be the obligation of the supplier. In the event of failure of the supplier to provide the replacement power, the 1BP DUs shall be allowed to source the replacement power at the expense of the supplier.</p> <p>The supplier is responsible to provide replacement power, to include but not limited to the following cases;</p> <ul style="list-style-type: none"> • During any delay of the Start of the Delivery of Supply; and • When its power plant is on scheduled or unscheduled outage to ensure continuity of supply in compliance with the cooperation period. 	
Currency	Price offer should be in Philippine Peso.	
Regulatory Approvals	The Power Supplier shall make the necessary adjustments in accordance with the directive of the ERC. Downward adjustment in the rates shall not be a ground for the termination of the contract and 1BP DUs should not be made to shoulder the incremental difference.	
Dispatch by Utility	1BP DUs shall have the right to Schedule a Dispatch at least 50% of its Contracted Capacity in accordance with the agreed dispatch protocol.	


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Penalties		<ul style="list-style-type: none"> • Cure Period: Events of Default shall have Cure Periods commensurate to the gravity of the default but in no case shall a Cure Period be longer than 60 calendar days. • Consequences of Event of Default: <ol style="list-style-type: none"> i. Either Seller or Buyer may initiate termination if the other party is unable to remedy its default within the Cure Period ii. Parties shall arrange Replacement Contracts. Party in Default shall pay the price difference of the PSA and the Replacement contract for three (3) years [Note: liquidated damages used in PPAs for Single Buyer Market such as payment for the Net Present Value of the Capacity Fees for the remaining life of the contract does not apply to multiple buyer market with WESM. Three (3) years should be enough time for the Parties to arrange for permanent/long-term replacement contracts.] • Termination Procedure: The non-defaulting Party may terminate the PSA subject to prior notice which shall not be less than 15 business days. • The Supplier shall be penalized (monetary, etc.) in cases of the following events and circumstances: <ol style="list-style-type: none"> i. Delay in Commercial Operation Date (COD); ii. Failure of delivery of power; iii. Failure of provision of replacement power; and iv. Other violations under the resulting PSA.
Source of Power		Open Technology provided that it is compliant with Provincial Ordinance No. 2018-005 "Declaring the official policy of the Provincial Government of Bohol dis-allowing the building or establishment of any coal-fired power plant in the Province of Bohol".
Plant Capacity		The minimum generating capacity of the Bidder shall be no less than the contracted capacity of 1BP DUs after considering the applicable credit factors.
Technical Specifications		The Bidder shall submit a technical proposal for each power plant offered in accordance with the set requirements prescribed in the Instruction to Bidders.
Take-off Structure		These generating capacities may come from any type, size and number of power plants or generating units that are or will be connected to the Luzon, Visayas Grid or directly embedded to 1BP DU's Distribution Network considering the respective limitations of its Substation and Distribution Lines.
Experience		Bidder must exhibit control over generating capacity of power plant(s). Certificate of good performance / track record with other customers shall be required.
Eligibility Requirements		Company profile highlighting experiences and expertise of the company and/or key officers in power plant operation.