

**Summary the Terms of Reference (TOR)  
for the Conduct of Competitive Selection Process (CSP)  
by Tablas Island Electric Cooperative, Inc. (TIELCO)  
for its New Power Provider (NPP)  
for Intermediate, Peaking, and Reserve Requirements**

<b>TERMS OF REFERENCE</b>	<b>DESCRIPTION</b>	<b>REQUIREMENT</b>
<b>Type of Contract</b>	Firm	Intermediate, peaking, and reserve
<b>Contracted Capacity (MW)</b>	13.7 MW with N-1	Initial (1 December 2023): 5.3 MW After 3 years (1 December 2026): 13.7 MW
<b>Contracted Energy (kWh per month or year)</b>		No MEOT. Bidders may refer to TIELCO's forecasted kWh consumption in the PSPP to package their bids accordingly. However, TIELCO shall not be bound to observe any bandwidth with respect to kWh consumption.
<b>Contract Duration</b>		Eleven (11) years, or until 31 August 2034
<b>Commercial Operation Date or Target Delivery Date (MM/DD/YYYY)</b>	COD	1 December 2023
<b>Schedule of Delivery</b>	Dispatch schedule	The winning NPP shall ensure that all Dispatch Instructions the System Operator are implemented in accordance with the existing applicable laws and contracts.
<b>Tariff Structure</b>	Shall be broken down into:	There will be no upper limits in the TOR as the bids will tend to crowd around the bounds, leading to higher bids
	Capital Recovery Fee	P/kWh, fixed (indexation or escalation will not be allowed)
	Fixed O&M	P/kWh, adjusted according to monthly CPI
	Variable O&M	P/kWh, adjusted according to monthly CPI



<b>TERMS OF REFERENCE</b>	<b>DESCRIPTION</b>	<b>REQUIREMENT</b>
	Fuel Fee	Evaluated as 55 P/L x Fuel Rate (not to exceed 0.285 L/kWh)
	Lube Oil Fee	Evaluated as 250 P/L x Lube Oil Rate (not to exceed 0.001 L/kWh)
	TCGR	Total bid, P/kWh
<b>Outage Allowance per Plant</b>	The winning NPP shall maintain 24-hour availability of supply to TIELCO despite no required MEOT.	
<b>Force Majeure</b>	Upon COD, any accumulated period of material non-performance, which consists of failure to deliver contracted quantities for at least two (2) months within the immediately preceding six (6) months, which is not due to Force Majeure events, shall be sufficient grounds for possible termination of the PSA by TIELCO and forfeiture of the Performance Security.	
<b>Replacement Power</b>	Not applicable	
<b>Currency</b>	PhP	
<b>Regulatory Approvals</b>	TIELCO and the winning NPP shall abide by ERC's determination of the rates. Any modification of the PSA terms as dictated by ERC shall not be a ground for termination of the PSA.	
<b>Penalties</b>	The winning NPP shall be subject to a penalty rate in P/kWh equal to the ERC-approved TCGR for unserved energy that is not due to Force Majeure events, distribution-side outages, or justifiable fuel supply shortages. The total amount shall be used to offset charges to TIELCO or paid directly to TIELCO as deemed appropriate by TIELCO.	
<b>Source of Power</b>	Technology-neutral / open technology	
<b>Plant Capacity</b>	Initial: 5.3 MW with N-1	No constraints on location
	After 3 years: 13.7 MW with N-1	San Agustin: 3.6 MW Alcantara: 3.2 MW Sta. Fe: 2.1 MW SUWECO Bus: 4.8 MW
<b>Technical Specifications</b>	Power factor between 0.85 lagging and 0.85 leading	
	Newly-manufactured (not earlier than 2018)	
	Capable of black start	
<b>Take-off Structure</b>	The delivery and metering points shall be at the connection points to TIELCO's 13.2-kV distribution system.	
<b>Eligibility Requirements</b>	With the capability to operate the required generation facilities as evidenced by the organizational structure and qualifications and capabilities of technical staff	
<b>Other Terms and Conditions</b>	Not "blacklisted" or barred from participating in a Competitive Selection Process or Bidding by any Electric Cooperative or Distribution Utility and the government or any of its agencies, offices, corporations, and Local Government Units.	

