

Duration

Commercial

(MM/DD/YYYY)
Schedule of

Delivery

PSA.

12/26/2023

Operation Date 12/26/2023

TERMS OF REFERENCE	DESCRIPTION			REQUIREMENT			
Type of Contract	The second secon	oad ency	replacemen				
Contracted Capacity (MW)	neig.	nto -	quirement committ	TED BASELOAD DEMAND (MW) FOR PROCUREMENT			
	YEAR		вонесо і		24-2033) 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		18	14	82	
	203		50 50	18	14	82	
Contracted	Year	ВС	онесо і	вонесо и	BLCI	TOTAL	
	2024	159,868.80		73,785.60	73,785.60	307,440.00	
	2025	171,696.00		85,848.00	73,584.00	331,128.00	
	2026	269,808.00		98,112.00	73,584.00	441,504.00	
Energy (@	2027	282,072.00		104,244.00	79,716.00	466,032.00	
Minimum Energy, 70% CUF, kWh per year)	2028	295,142.40		110,678.40	79,934.40	485,755.20	
	2029	306,600.00		110,376.00	79,716.00	496,692.00	
	2030	306,600.00		110,376.00	85,848.00	502,824.00	
	2031	306,600.00		110,376.00	85,848.00	502,824.00	
	2032	307,440.00		110,678.40	86,083.20	504,201.60	
	2033	306,600.00		110,376.00	91,980.00	508,956.00	
Dependable Capacity (MW)	One Hundred Percent (100%) of the Contracted Capacity.						

the Commercial Operations Date of December 26, 2023 to December 25,

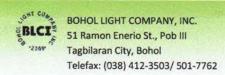
2033, unless earlier terminated in accordance with the provisions of the

Provided the later shall not exceed thirty-six (36)

months after ERC's Final Approval of PSA.



TERMS OF REFERENCE	DESCRIPTION	REQUIREMENT				
	Maximum price components shall be broken down into the ff:					
Tariff Structure (landed cost)	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	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. 1BP DUs shall not be required to make payments for any of the following: Capacity that is unavailable Capacity that it cannot accept					
Replacement	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. The supplier is responsible to provide replacement power, to include but					
Power	not limited to the following cases; • 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 Contracted Capacity in accordance with the agreed dispatch protocol.					





SAMUEL P. ROMERO Member, 1BP DU JCSP TPBAC







TERMS OF REFERENCE	DESCRIPTION	REQUIREMENT				
Penalties	commensurate to a Cure Period be Consequences of i. Either Seller party is una ii. Parties sha Default sha Replacemen damages us payment for the remaining buyer markenough time term replace. Termination Processor	vents of Default shall have Cure Periods of the gravity of the default but in no case shall longer than 60 calendar days. Event of Default: To ro Buyer may initiate termination if the other able to remedy its default within the Cure Period all arrange Replacement Contracts. Party in all pay the price difference of the PSA and the at contract for three (3) years [Note: liquidated sed in PPAs for Single Buyer Market such as the Net Present Value of the Capacity Fees for anglife of the contract does not apply to multiple set with WESM. Three (3) years should be a for the Parties to arrange for permanent/long-ement contracts.] The non-defaulting Party may terminate to prior notice which shall not be less than 15				
	i. Delay in C ii. Failure of iii. Failure of	and circumstances: commercial Operation Date (COD); delivery of power; provision of replacement power; and ations 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.					