



ISABELA II ELECTRIC COOPERATIVE
 Alibagu, City of Ilagan, Isabela

TERMS OF REFERENCE

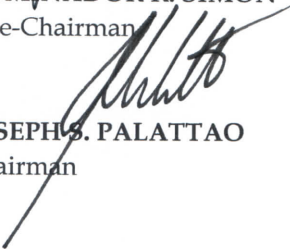
No.	TERMS OF REFERENCE	REQUIREMENTS
1	Type of Contract	Base Load (Take and Pay) Non_Firm
2	Technology	Renewable Energy Source
3	Contract Capacity	11.3MW
4	Contracted Energy	48,411,071 kWhr/yr (Ave. energy)
5	Contracted Term	Contract Duration The PSA shall take effect for a period of fifteen (15) years commencing on the Commercial Operations Date of 26 July 2023 to 25 July 2038, unless earlier terminated in accordance with the provisions of the PSA.
6	Commercial Operation Date	26 July 2023 and subject to ERC Approval
7	Schedule of Delivery (kWh per month or year)	ISELCO II may terminate the contract in the event that the winning Bidder fails to commence operation by July 2023.
8	Tariff Structure (Landed Cost) Shall be broken down as follows:	(Landed cost) refers to the final total generation cost to be billed to the EC exclusive of interconnection facilities, transmission charges, metering charges and any applicable indexations except on Capacity Fee.
	A) Capacity Fees (PHP/KW/month)	
	B) Variable O&M (PHP/kWh)	
	C) Fixed O&M (PHP/KWh)	
	D) Fuel Fee (if any) (PHP/kWh)	
9	Outage Allowance per plant	Shall not exceed 720 hours total for scheduled and unscheduled outages per year. Any unutilized allowed scheduled and unscheduled outage allowances within a calendar year will not be accumulated for use during the succeeding years of the cooperation period, likewise if unutilized allocated unscheduled outages cannot be credited to scheduled outages and vice versa.
10	Force Majeure	For the duration of the agreement, when EC will not be able to receive electricity at the receiving point due to Force Majeure, EC shall not pay for fixed charges. EC shall not be required to make payments for any of the following: Capacity that is unavailable and Capacity that it cannot accept due to a Forced Majeure event. EC and power Supplier shall jointly establish plans for operating the power plant during Force Majeure. Such plans shall include recovery from a local or widespread electrical blackout. The power Supplier shall comply with the Emergency procedures and provide contingency plan if a Force Majeure occurs.
11	Replacement Power	Replacement power rate should be equal or lower than the ERC approved tariff. Replacement power shall be the main obligation of the supplier. But in the event of failure of the supplier to provide the contracted capacity, except for events of Force Majeure, the EC shall be allowed to source the replacement power at the expense of the supplier.

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12	Currency for the Offer	Price offer should be in Philippine Peso
13	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 the EC should not be made to shoulder the incremental difference.
14	Penalties	The EC shall list a set of penalties for the power supplier not limited to the following: <ul style="list-style-type: none"> • Before and during commercial operation • Cost of foregone revenue and surcharge • Ground for termination of contract
15	Plant Capacity	<ul style="list-style-type: none"> • Total Installed Capacity - 11.3 MW • Other parameters as may be applicable
16	Technical Specifications	ISELCO II shall require technical specifications of the power plant for the safe and reliable operation of its distribution network.
17	Take-off Structure	Supplier should provide design of take-off structure from power plant to distribution line with specified protection equipment.
18	Tapping Point Substation/ Metering Substation	For the account and responsibility of the Supplier, which should specify the tapping scheme. The power plant should be embedded within ISELCO II's distribution system, and the supplier should indicate the voltage level of tapping point. Its metering facilities should be WESM compliant, and located at the receiving substation of ISELCO II.
19	Eligibility Requirements	5 years of experience of the supplier employing the same technology; Technical capability/qualification of technical staff and organizational structure shall be required; and Power supplier or its parent company or owner that owns and/or operates existing and operational power plants; and power supplier with available capacity by July 2023. Proof of financial capability or guarantee in financing the project
20	Plant Location	Within the Luzon area, preferably in the province of Isabela.
21	Other Terms and Conditions	<p>Possession of the property where the power plant is constructed but in known case the lease period should not be less than the contract period.</p> <p>Permits and Compliances : All permits and compliances secured such as DOE Service Contract, Certificate of Commerciality, ECC, NCIP Certificate, and LGU endorsements for construction</p>


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