

LUIS TO B. GALAB, REE
Member, BLCI CSP TPBAC

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ELEUTERIO C. REGIS, REE
Vice-Chairman, BLCI CSP TPBAC

CECILIA DIANNE D. PAÑA, CPA
Chairman, BLCI CSP TPBAC

TERMS OF REFERENCE	DESCRIPTION	REQUIREMENT								
Type of Contract	<input checked="" type="checkbox"/> Firm <input type="checkbox"/> Non-Firm <input checked="" type="checkbox"/> Base load <input type="checkbox"/> Emergency Replacement Power <input type="checkbox"/> Full load requirement <input type="checkbox"/> Peaking Power (take or pay)									
Contracted Capacity (MW)	<table border="1" data-bbox="502 660 1460 834"> <thead> <tr> <th>Duration</th> <th>DEMAND (MW)</th> </tr> </thead> <tbody> <tr> <td>August 26, 2021 to December 25, 2021</td> <td>6.0</td> </tr> <tr> <td>December 26, 2021 to December 25, 2022</td> <td>6.0</td> </tr> <tr> <td>December 26, 2022 to December 25, 2023</td> <td>6.0</td> </tr> </tbody> </table>	Duration	DEMAND (MW)	August 26, 2021 to December 25, 2021	6.0	December 26, 2021 to December 25, 2022	6.0	December 26, 2022 to December 25, 2023	6.0	
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Contracted Energy (@ 70% Load Factor)	<table border="1" data-bbox="502 934 1460 1121"> <thead> <tr> <th>Duration</th> <th>ENERGY (MWh)</th> </tr> </thead> <tbody> <tr> <td>August 26, 2021 to December 25, 2021</td> <td>12,298</td> </tr> <tr> <td>December 26, 2021 to December 25, 2022</td> <td>36,792</td> </tr> <tr> <td>December 26, 2022 to December 25, 2023</td> <td>36,792</td> </tr> </tbody> </table>	Duration	ENERGY (MWh)	August 26, 2021 to December 25, 2021	12,298	December 26, 2021 to December 25, 2022	36,792	December 26, 2022 to December 25, 2023	36,792	
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Plant Dependable Capacity	At least 100% of the Contracted Capacity.									
Contract Duration	The PSA shall take effect for a period of twenty-eight (28) months commencing on the Commercial Operation Date August 26, 2021 until December 25, 2023, unless earlier terminated in accordance with the provision of the PSA.									
Commercial Operation Date	August 26, 2021									
Schedule of Delivery	August 26, 2021									
Tariff Structure (landed cost)	Price components shall be broken down into the following:									
	<table border="1" data-bbox="502 1694 933 1769"> <tr> <td>Capacity Fee (PHP/kWh)</td> </tr> </table>	Capacity Fee (PHP/kWh)	Fixed Cost 1 - Capital Recovery Fee							
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<table border="1" data-bbox="502 1893 933 1968"> <tr> <td>Variable O&M (PHP/kWh)</td> </tr> </table>	Variable O&M (PHP/kWh)	Variable Cost 1 – Variable O&M Fee								
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<table border="1" data-bbox="502 1993 933 2068"> <tr> <td>Fuel Fee (PHP/kWh)</td> </tr> </table>	Fuel Fee (PHP/kWh)	Variable Cost 2 – Fuel Fee								
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The bidder must also specify the base fee adjustment formula, if any, and applicable adjustment in percent that each component is being affected by factors such as CPI and escalation due to fuel degradation.										

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Plant Outage Allowance	Zero outage power supply of the committed capacity.
Force Majeure	<p>An extraordinary event within the Bohol island, which is not foreseen, or which though foreseen, is inevitable to happen, such event may be produced by two general causes:</p> <p>(1) by nature, an act of God, such as but not limited to a typhoon, storm, tropical depression, flood, drought, volcanic eruptions, earthquake, tidal wave, or landslide; and,</p> <p>(2) by the act of men, 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 the delivery of power by the Genco.</p> <p>BLCI shall not be required to make payments for any of the following:</p> <ul style="list-style-type: none"> • Capacity that was not delivered • Capacity that BLCI cannot accept
Replacement Power	<p>Replacement Power shall be the obligation of the supplier. In the event of failure of the supplier to provide replacement power, the DU shall be allowed to source the replacement power at the expense of the supplier.</p> <p>To ensure continuous supply of power to BLCI, the supplier shall provide the replacement power anytime during the entire Contract Duration, under the following circumstances:</p> <ul style="list-style-type: none"> • Delay on the availability of supply from the power plant; • Power plant is on scheduled or unscheduled outage; and • Bohol province is on "islanding" condition.
Currency	The price offer should be in Philippine Peso.
Regulatory Approvals	The Power Supplier shall make the necessary adjustments following the directive of the ERC. The downward adjustment in the rates shall not be a ground for the termination of the contract and BLCI should not be made to shoulder the rate difference, if any.
Dispatch by Utility	DU shall have the right to schedule a dispatch of at least 50% of its Contracted Capacity in accordance with the agreed dispatch protocol.
Penalties	<ul style="list-style-type: none"> • Cure Period: <ul style="list-style-type: none"> - 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. • Consequence of Event of Default: <ul style="list-style-type: none"> - Either Seller or Buyer may initiate termination, if the other party is unable to remedy its default within the Cure Period. • Termination Procedure: <ul style="list-style-type: none"> - 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: <ul style="list-style-type: none"> - Delay in Commercial Operation Date (COD); - Failure of delivery of power; - Failure of provision of replacement power; and - Other violations under the resulting PSA.


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Source of Power	Baseload Plant- within the Visayas Region Islanding Replacement Power Plant – inside Bohol island Plant Technology – neutral (non-discriminatory)
Plant Capacity	The minimum generating capacity of the Bidder shall be no less than the contracted capacity of the DU after considering the applicable credit factor.
Technical Specifications	The Bidder shall submit a technical proposal following the set requirements prescribed in the Instruction to Bidders.
Take-off Structure	The generating capacity may come from any type, size, and number of power plants or generating units connected to Visayas Grid.
Industry Experience	The Bidder must exhibit control over generating capacity of the nominated power plant(s). Bidders must submit Certificate of Compliance issued by the Energy Regulatory Commission.
Eligibility Requirements	Company profile highlighting its experience and expertise, including the key officers in the power plant operation.