

#### **REGION 8 AGGREGATED RPS SUPPLY DIRECT NEGOTIATION**

# **TERMS OF REFERENCE**

#### A. GENERAL INFORMATION

#### 1. NAME OF UTILITIES:

NORTHERN SAMAR ELECTRIC COOPERATIVE, INC. (NORSAMELCO) SAMAR I ELECTRIC COOPERATIVE, INC. (SAMELCO I) SAMAR II ELECTRIC COOPERATIVE, INC. (SAMELCO II) DON ORESTES ROMUALDEZ ELECTRIC COOPERATIVE, INC. (DORELCO) LEYTE II ELECTRIC COOPERATIVE, INC. (LEYECO II) LEYTE III ELECTRIC COOPERATIVE, INC. (LEYECO III) LEYTE IV ELECTRIC COOPERATIVE, INC. (LEYECO IV) LEYTE V ELECTRIC COOPERATIVE, INC. (LEYECO V) SOUTHERN LEYTE ELECTRIC COOPERATIVE, INC. (SOLECO) BILIRAN ELECTRIC COOPERATIVE, INC. (BILECO)

#### 2. AREA TO BE SERVED: Grid

3. CURRENT YEAR OF FILING: 2023

#### B. REQUIREMENTS

#### 1. GENERAL SUPPLY DESCRIPTION

- 1.1 **Purpose of Procurement:** For RPS Compliance
- 1.2 **Supply Type:** Firm/Non-Firm
- 1.3 Supply Side: Baseload

#### 2. TERMS OF SUPPLY SERVICES

2.1 **Contract Capacity** (MW/Year): Type of Technology: <u>Limited to eligible renewable energy only.</u>

Contract Year	Contract Period	Aggregated Load			
2023	Nov. 26, 2023 – Dec. 25, 2023	8 MW			
2024	Dec. 26, 2023 – Dec. 25, 2024	13 MW			
2025	Dec. 26, 2024 – Dec. 25, 2025	19 MW			
2026	Dec. 26, 2025 – Dec. 25, 2026	26 MW			
2027	Dec. 26, 2026 – Dec. 25, 2027	33 MW			
2028	Dec. 26, 2027 – Dec. 25, 2028	40 MW			
2029	Dec. 26, 2028 – Dec. 25, 2029	46 MW			
2030	Dec. 26, 2029 – Dec. 25, 2030	54 MW			
2031	Dec. 26, 2030 – Dec. 25, 2031	58 MW			

# Aggregated RPS Demand of Region 8 ECs

#### 2.2 **Contract: MW/Year:**

## Declared RPS Demand of Region 8 ECs

ELECTRIC COOPERATIVE	Contract Year								
	2023	2024	2025	2026	2027	2028	2029	2030	2031
NORSAMELCO	1	1	2	2	3	3	3	3	3
SAMELCO I	1	1	1	2	2	3	3	3	3
SAMELCO II	1	1	1	1	2	2	3	4	4
DORELCO	1	1	1	2	3	4	4	5	5
LEYECO II	3	2	4	5	6	7	9	10	12
LEYECO III	1	1	1	2	2	3	3	4	4
LEYECO IV	-	3	4	5	6	8	9	11	12
LEYECO V	-	2	3	4	5	6	7	8	9
SOLECO	-	1	2	2	3	3	4	5	5
BILECO	-	-	-	1	1	1	1	1	1
TOTAL	8	13	19	26	33	40	46	54	58

#### 2.3 Delivery: Period: <u>8 years</u>

- Inclusive Dates: December 26, 2023 to December 25, 2031
- 2.4 **Conditions Before the Start of Supply:** ERC authority to draw power, Provisional Authority or Approval of PSA.

### 3. COST AND TARIFF STRUCTURE

- 3.1 For Capacity-based contract, the Proponent shall specify both its levelized Capacity Payment Offer in PhP/kW/month and/or Energy Payment Offer in PhP/kWh in its proposal.
- 3.2 The Proponent shall provide the detailed calculation of its payment offers including formula and references (e.g. latest invoices and other supporting documents). All cost items such as capital cost, fuel, and other operation and maintenance costs shall be itemized and classified into Fixed and Variable Cost as may be applicable.
  - Fixed Cost
    - ☑ Capital Cost
    - ⊠ Fixed Operation and Maintenance Costs
  - Variable Cost
    - $\boxtimes$  Operation and Maintenance (O&M)
    - ⊠ Fuel Cost
    - $\Box$  Others (please specify)
  - a. All price offers shall be in Philippine Peso
- 3.3 Proponent shall also specify all other applicable charges incorporated in its payment offers such as, but not limited to, connection facilities, wheeling charges, metering, communication equipment, and government taxes or levies.
- 3.4 Proponent shall specify its Total Landed Generation Cost in PhP/kWh covering items 3.2 to 3.3 and shall serve as Financial Price Offer.
- 3.5 Capacity payment shall only be paid when the capacity is available on the particular billing period.

#### 4. PAYMENT MODALITIES

#### 4.1 **Mode of Payment (check as applicable)**

- Manager's Check
- Others please specify: <u>Bank Transfer</u>
- 4.2 **Currency of Payment:** Philippine Peso

#### 4.3 Billing Period: Monthly

4.4 Proponent shall specify its offer of all discounts and other incentives to the DU in its proposal.

#### 5. REPLACEMENT POWER AND OUTAGE ALLOWANCE

Offer best term for replacement power and outage allowance if any.

### 6. PROPONENT'S QUALIFICATIONS

- 6.1 All forms of business organizations including Joint Ventures are encouraged to submit a proposal subject to applicable government licenses and permits.
- 6.2 The Proponent must comply with the constitutional requirement on ownership.
- 6.3 The capacity offer of the Proponent must be compliant with all the ownership limitations prescribed under EPIRA.
- 6.4 Proponents may offer supply from eligible existing or to be constructed RE plants. Proponent may offer to supply for the entire cooperation period or portion thereof.
- 6.5 If Proponent is formed as partnership, corporation, consortium, joint venture, or any similar association, it must present an agreement showing that the Proponent and all its partners, shareholders, joint venture, associates, as may be applicable, are jointly and severally liable to (EC) for any and all costs and obligations arising from this negotiation and the resulting PSA.

Prepared by:

(sgd.) ATTY. EDSON G. PICZON

R8 JTPBAC - Chairman

(sgd.)

### ENGR. RICHARD A. FORSUELO

R8 JTPBAC - Vice Chairman

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# (sgd.) ATTY. KENNETH B. FABILA, CPA

Captive Customer Representative

# (sgd.) <u>MR. VIDA O. UREÑA</u>

Captive Customer Representativ