## CASURECO IV POWER SUPPLY PROCUREMENT TERMS OF REFERENCE

NO.	TERMS OF REFERENCE	DESCRIPTION/REQUIREMENT					
1	Type of Contract	Firm, Baseload					
2	Source of Power	Open Technology, grid-connected power plant, portion of energy offered must be RPS compliant.					
3	Contracted Capacity (MW)	In separate sheets, Annex-1					
4	Contracted Energy (kWh)	In separate sheets, Annex-1 No Minimum Energy Off-Take					
5	Dependable Capacity (MW)	In separate sheets, Annex-1					
6	Contract Duration	The PSA shall take effect for a period of <b>ten (10) years</b> commencing on the Supply Effective Date ("SED") unless earlier terminated in accordance with the provisions of the PSA.					
7	Assignability	The PSA may be assigned in accordance with Republic Act 9136, the Electric Power Industry Reform Act (EPIRA) Implementing Rules and Regulations (IRR) Rule 7, Section 8, c and National Electrification Administration (NEA) Regulatory Advisory No. 2021-003.  In the event that CASURECO IV's franchise is not renewed, the agreement shall remain binding and the rights and obligations of CASURECO IV under the agreement shall be transferred to its successor-in-interest. CASURECO IV shall notify the Supplier in writing at least sixty (60) days in advance of such occurrence.					
8	Supply Effective Date (MM/DD/YYYY)	The Supply Effective Date (SED) shall be on <b>July 26, 2022</b> .  If in case the Provisional Authority from ERC is not yet given until the Commercial Operation Date, the delivery date will be the next immediate 26th day of the month following the approval of the ERC.					
		Tariff Component	Unit				
		True Cost of Generation Rate	PhP/kWh				
		1. Capital Recovery	PhP/kW/Month				
		2. Fixed Operation and Maintenance	PhP/kW/Month				
		3. Variable Operation and Maintenance	PhP/kWh				
		4. Fuel Fee	PhP/kWh				
9	Tariff Structure (Landed Cost)	Specify formula for base fee adjustment affected by factor such as others.  1. No indexation or escalation on Capital Recovery Fee (Ci. 2. Fixed O&M fee shall be indexed on Philippine Peso 3. Variable O&M fee shall be indexed on FOREX and Philip 4. Fossil fuel is passed on charge based on actual market 5. Lube Oil is based on local market price Li/kWhr 6. For RE, CRF can be indexed to average FOREX during th 7. Present levelized cost of electricity for the duration of tall 8. The price should not exceed the existing/present general 9. Line Rental and other charges shall be on the account of the state of the second of the count of the second of the count of the second of the second of the second of the count of the second	RF)  ppine CPI  price but limited to guaranteed fuel rate per Li/kWhr  ne construction period  the contract  ration rate from bilateral contracts of the cooperative.				
10	Outage Allowance per plant	The maximum allowable outage shall be in accordance to ERC Resolution No. 10, Series of 2020, Article 5, Reliability Performance Indices and Equivalent Outage Days for different generating plant technologies hereto Attached as Annex-2.  1. Maximum Allowed Scheduled Outage: days per year. Bidder to specify its plant scheduled outage in its bid proposal.  2. Maximum Allowed Forced Outage: days per year. Bidder to specify its plant forced outage in its bid proposal.  3. Total maximum allowed scheduled and unscheduled outages must not exceed hours (full load equivalent).  4. All Scheduled Outages must be scheduled and declared twelve (12) months in advance.  5. There will be no cary-over of any unutilized outage allowances from a calendar year on the succeeding years.  6. In the event that the supplier failed to deliver the scheduled contracted energy, the supplier shall be liable of deficiency. Thus, will pay a deficiency fee to the off-taker.  7. Scheduled outages shall be provided by the supplier as determined by the grid System Operator.					

1. The events that shall be deemed as Force Majeure and analogous circumstances shall be in accordance to DOE CSP Policies.  As defined in the CSP Policies, 'Force Majeure' or 'Fortuirous' Event' refers to any extraordinary event not foresceable or avoidable, or to an event that could not be forescen, or which, though forescen, is inevitable on the part of the DU, and is beyond the will, control, participation and influence of the DU.  This further refers to an event or circumstance generally caused; (1) by nature, such as, but not limited to, war, national emergencies, revolution, rior, insurrection, circumstance generally caused; (1) by nature, such as, but not limited to, war, national emergencies, revolution, rior, insurrection, circumstance and threatening accions. It may likewes peraits to any analogous event half or may refate to a power system emergency that shall affect the continuity of delivery of power by the DUs.  2. Arrangements in case of any force majeure shall be agreed upon by parties and shall form part of the PSA.  3. There will be no payment of any capacity fee in case of outages during any force majeure.  1. In case of delay in the CDD of any outage beyond the maximum allowance, the case of here Power Supplier.  2. During any period of Allowable Outage, in case of unexcased delay in the CDD on any outage beyond the maximum allowance, the cost of Replacement power ahead of time, the DU shall charge the Power Supplier fails to nominate its replacement power ahead of time, the DU shall charge the Power Supplier during the relevant period equal to WESM price of the ERC-approved rate under the PSA, whichever is lower.  3. If the Power Supplier cannot deliver Replacement Power, the Du shall charge the Power Supplier during the relevant period qualing cASURECO IV formula to be provided in the TOR.  To be paid by DU to RP Supplier but will be refunded from the SELLER.  RP Cost, BCQ, Recement Power at interval in in PVM  Rate, PCost, RP Cost, Total Cost of Replacement Power at interval in in Php  I	NO.	TERMS OF REFERENCE	DESCRIPTION/REQUIREMENT					
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1. In case of delay in the COD of any cases beyond the maximum allowance, the Power Supplier shall provide the Replacement power up to the contracted capacity during the period. If the Power Supplier shall no commate its replacement power shaed of time, the DU shall provide the New Supplier.  2. During any period of Allowable Outage, in case of unexasted delay in the COD or any outage beyond the maximum allowance, the cort of Replacement Power or the ERC approved rate under the PSA, whichever is lower.  3. If the Power Supplier cannot deliver Replacement Power, the DU shall charge the Power Supplier during the relevant period equal to WESM price of the ERC approved rate under the PSA, whichever is lower.  3. If the Power Supplier cannot deliver Replacement Power, the DU shall charge the Power Supplier during the relevant period using CASURECO IV's formula to be provided in the TOR.  7. De paids by DU to RP Supplier but will be refunded from the SELER.  RP Cost.								
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1. If the Supplier fails to deliver the awarded energy contracts upon effectivity of the PSA and CASURECO-IV secures an alternative supply, the cost of the energy shall be at the expense of the Supplier.  2. If during any contract year, the actual outage incurred by the Supplier exceeds the allowable outages, the Supplier shall procure power supply at Supplier's own cost to satisfy the contracted energy and shall indemnify CASURECO-IV if the Supplier fails to deliver power.  3. If the Supplier fails to perform its material obligation to supply contracted energy to CASURECO-IV for sixty (60) days, CASURECO-IV shall have the right, by written notice, to terminate the contract. By such, CASURECO-IV shall require settlement of liquidated damages.  4. If the Supplier and CASURECO-IV do not reach satisfactory solution to resolve the issues arising from the Force Majeure event after one hundred eighty (180) days, the contract shall be terminated.  5. Other violations under the resulting PSA.  The Bidder shall submit the following details and specifications:  1. Type of Source of Power  2. Plant Capacity a. Total Installed Capacity b. Number of generating units and installed capacity of each unit. c. Dependable Capacity d. Plant Stand-by Capacity e. Black Start Capability  3. Certificate of Good performance/track record with other customers (for existing power plants/company)  4. If Bidder is formed as a partnership, corporation, consortium, joint venture or any similar associations for purposes of this CSP, if must present a documentation (e.g. SEC registration application; a shell company, if any) and an agreement showing that the bidder 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 CSP and the resulting PSA.			to observe the placement ower active variations					
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Supplier shall procure power supply at Supplier's own cost to satisfy the contracted energy and shall indemnify CASURECO-IV fir the Supplier fails to deliver power.  3. If the Supplier fails to perform its material obligation to supply contracted energy to CASURECO-IV for sixty (60) days, CASURECO-IV shall have the right, by written notice, to terminate the contract. By such, CASURECO-IV shall have the right, by written notice, to terminate the contract. By such, CASURECO-IV shall have the right, by written notice, to terminate the contract. By such, CASURECO-IV shall have the right, by written notice, to terminate the contract. By such, CASURECO-IV shall require settlement of liquidated damages.  4. If the Supplier and CASURECO-IV do not reach satisfactory solution to resolve the issues arising from the Force Majeure event after one hundred eighty (180) days, the contract shall be terminated.  5. Other violations under the resulting PSA.  The Bidder shall submit the following details and specifications:  1. Type of Source of Power  2. Plant Capacity  a. Total Installed Capacity  b. Number of generating units and installed capacity of each unit.  c. Dependable Capacity  d. Plant Stand-by Capacity  e. Black Start Capability  3. Certificate of Good performance/track record with other customers (for existing power plants/company)  4. If Bidder is formed as a partnership, corporation, consortium, joint venture or any similar associations for purposes of this CSP, it must present a documentation (e.g. SEC registration application; a shell company, if any) and an agreement showing that the bidder 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 CSP and the resulting PSA.								
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4. If the Supplier and CASURECO-IV do not reach satisfactory solution to resolve the issues arising from the Force Majeure event after one hundred eighty (180) days, the contract shall be terminated.  5. Other violations under the resulting PSA.  The Bidder shall submit the following details and specifications:  1. Type of Source of Power  2. Plant Capacity  a. Total Installed Capacity  b. Number of generating units and installed capacity of each unit.  c. Dependable Capacity  d. Plant Stand-by Capacity  e. Black Start Capability  3. Certificate of Good performance/track record with other customers (for existing power plants/company)  4. If Bidder is formed as a partnership, corporation, consortium, joint venture or any similar associations for purposes of this CSP, it must present a documentation (e.g. SEC registration application; a shell company, if any) and an agreement showing that the bidder 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 CSP and the resulting PSA.			(60) days, CASURECO-IV shall have the right, by written notice, to terminate the contract. By such, CASURECO-					
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b. Number of generating units and installed capacity of each unit. c. Dependable Capacity d. Plant Stand-by Capacity e. Black Start Capability 3. Certificate of Good performance/track record with other customers (for existing power plants/company)  4. If Bidder is formed as a partnership, corporation, consortium, joint venture or any similar associations for purposes of this CSP, it must present a documentation (e.g. SEC registration application; a shell company, if any) and an agreement showing that the bidder 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 CSP and the resulting PSA.	14							
d. Plant Stand-by Capacity e. Black Start Capability 3. Certificate of Good performance/track record with other customers (for existing power plants/company)  4. If Bidder is formed as a partnership, corporation, consortium, joint venture or any similar associations for purposes of this CSP, it must present a documentation (e.g. SEC registration application; a shell company, if any) and an agreement showing that the bidder 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 CSP and the resulting PSA.			b. Number of generating units and installed capacity of each unit.					
e. Black Start Capability 3. Certificate of Good performance/track record with other customers (for existing power plants/company)  4. If Bidder is formed as a partnership, corporation, consortium, joint venture or any similar associations for purposes of this CSP, it must present a documentation (e.g. SEC registration application; a shell company, if any) and an agreement showing that the bidder 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 CSP and the resulting PSA.								
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purposes of this CSP, it must present a documentation (e.g. SEC registration application; a shell company, if any) and an agreement showing that the bidder 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 CSP and the resulting PSA.			See					
5. The Supplier shall have available capacity on or before the COD.			purposes of this CSP, it must present a documentation (e.g. SEC registration application; a shell company, if any) and an agreement showing that the bidder 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					
			5. The Supplier shall have available capacity on or before the COD.					

6. Years of experience of the supplier employing the same technology viable be specified. In case the require read of experience and agriculture, locations may be a submit detected plan must cannot be complicated and agriculture of the control of the compliance of the control	NO.	TERMS OF REFERENCE	DESCRIPTION/REQUIREMENT
15 Billing Metering Point 16 Security Deposit 17 Performance Security 18 Performance Security 19 Performance Security 19 Performance Security 10 Performance Security 10 Performance Security 10 Performance Security 10 Performance Security 11 The triedder shall provide a one year performance security. 12 Performance Security 13 Performance Security 14 Performance Security 15 Performance Security 16 Performance Security 16 Performance Security 17 Performance Security 18 Performance Security 19 Performance Security 20 Performance Security 21 Performance Security 22 Performance Security 23 Performance Security 24 Performance Security 25 Performance Security 26 Performance Security 26 Performance Security 26 Performance Security 27 Performance Security 28 Performance Security 29 Performance Security 20 Performance Security 20 Performance Security 20 Performance Security 20 Performance Security 21 Performance Security 21 Performance Security 22 Performance Security 23 Performance Security 24 Performance Security 25 Performance Security 26 Performance Security 26 Performance Security 26 Performance Security 26 Performance Security 27 Performance Security 28 Performance Security 29 Performance Security 20 Performance Security 21 Performance Security 22 Performance Security 23 Performance Security 24 Performance Security 25 Performance Security 26 Performance Security 26 Performance Security 26 Performance Security 27 Performance Security 28 Performance Security 29 Performance Security 20 Performance Se	14	Eligibility Requirements (continuation)	intends to operate and maintain the generating facilities in accordance with the Philippine Grid and Distribution Codes, existing industry standards and applicable Philippine laws. The detailed plan must state how the bidder shall operate and maintain the generating facilities as well as the experience and technical capability of the persons, whether natural or judicial who will operate and maintain the generating facilities. The detailed plan must contain the following:  a. Executive Summary b. Description of the plan for the operation and maintenance generating facilities c. Proposed table of organization including job, descriptions, technical qualifications and experience of the management and technical team d. Environmental and social obligations compliance programs  In addition:  1. All forms of business organizations including Joint Ventures are encouraged to participate in the bidding process subject to applicable government licenses and permits. 2. For bidders using indigenous and RE power plants, the bidder must comply with the constitutional requirement for ownership. 3. The capacity offer of the bidder must be compliant with all the ownership limitations prescribed under EPIRA.  4. Bidders to submit Certificate of Compliance issued by the ERC. 5. Suppliers to submit Two-Year Financial Statements for existing power plants and proof of funding availability or support from funders in a form of Notarized Certification from the Banks/Lenders/Funders for newly built
16 Security Deposit  CASURECO-IV shall not be required by the Seller of Security Deposits or Guarantees.  17 Performance Security  18 Performance Security  19 Reduction of Contract Capably Statement of Contract Capably Statement of Contract Capably Statement of Contract Capably Capable	15	Billing Metering Point	
17 Performance Security 18 In the bidder shall provide a one-year performance security. 19 In the reduction of contract capacity shall be allowed in case of: a Loss of capitive outsomers due to Retail Competition and Open Access (RCOA) and Green Energy Option Program (GCOP). b. Reduction of demand of the DU due to special circumstances beyond the control of the DU. 2 Customer may assign, fransfer, designate, or allocate its rights and obligations to purchase a portion of contract it no longer requires to: a. Any of its business segments without the prior consent of the Power Supplier. b. Any affiliate of third party subject to the consent of Power Supplier. contract it no longer requires to: a. Any of its business segments without the prior consent of the Power Supplier. contract it no longer requires to: a. Any of its business segments without the prior consent of the Power Supplier. contract it no longer requires to: a. Any of its business segments without the prior consent of the Power Supplier. contract it no longer requires to: a. Any of its business segments without the prior consent of the Power Supplier. contract it no longer requires to: a. Any of its business segments without the prior consent of the Power Supplier. contract it no longer requires to: a. Any of its business segments without the prior consent of the Power Supplier. contract it no longer requires approval of the ERC and must comply with applicable rules of competition set by the Government.  contract it no longer requires approval of the ERC and must comply with applicable rules of competition set by the ERC from PSA approval.  20 Emvironmental Compliance Certificate  Bidder must present the EEC from DENB as to a newly promulgated requirement by the ERC from PSA approval.  21 Justing from Process with ERC  22 In Application Process with ERC  23 In It like for the approval of the terms and conditions under the power supply agreement while the Seller shall shoulder all cost attributed to application.  1 Lyulid grounds for terminations are:	16	Security Deposit	
a. Loss of captive customers due to Retail Competition and Open Access (RCOA) and Green Energy Option Program (GEOP).  b. Reduction of demand of the DU due to special circumstances beyond the control of the DU.  2. Customer may assign, transfer, designate, or allocate its rights and obligations to purchase a portion of contract it no longer requires to:  a. Any of its business segments without the prior consent of the Power Supplier.  b. Any affilisse of third party subject to the consent of Power Supplier.  3. The Consent by the Power Supplier Shall not be unreasonably delayed or conditioned at the disadvantage of the DU.  4. Any reduction shall require approval of the ERC and must comply with applicable rules of competition set by the Government.  The Seller shall present the design of nomination protocol and shall be agreed upon by both parties. CASURECO-IV may revise the nomination due to unscheduled outages and others.  Environmental Compliance Certificate  Bidder must present the ECC from DENR as to a newly promulgated requirement by the ERC from PSA approval.  binit filing for the approval of the terms and conditions under the power supply agreement while the Seller shall shoulder all cost attributed to application.  c. Fallure to achieve CDD.  d. Mutual agreement by both parties. e. Extended Force Majeure as agreed under the PSA. g. others;  Non-fullfilment of conditions for effective date;  Events of force Majeure as agreed under the PSA. g. others;  Non-fullfilment of conditions for effective date;  Events of Force Majeure as agreed under the PSA. g. others;  Non-fullfilment of conditions for effective date;  Events of Force Majeure as agreed under the PSA. g. others;  Non-fullfilment of conditions for effective date;  Events of Force Majeure as greed under the PSA. g. others;  h. Declares sharkruptic, or c. Any financial obligation of the Customer is not paid when due within any applicable grace period.  It is also suggested to indicate or enumerate details/discuss the events of default further in th	17	Performance Security	
The Seller shall present the design of nomination protocol and shall be agreed upon by both parties. CASURECO-IV may revise the nomination due to unscheduled outages and others.  Bidder must present the ECC from DENR as to a newly promulgated requirement by the ERC from PSA approval.  Joint filing for the approval of the terms and conditions under the power supply agreement while the Seller shall shoulder all cost attributed to application.  1. Valid grounds for terminations are:  a. Events of Default. b. Expiration of cooperation period. c. Failure to achieve COD. d. Mutual agreement by both parties. e. Extended Force Majeure as agreed under the PSA. f. Changes in the circumstances as agreed under the PSA. g. others; Non-fulfilment of conditions for effective date; Events of Force Majeure, and; When the Supplier fails to supply for a period of Sixty (60) days for reason wholly attributable to its fault and/or negligence, provided that, the Supplier fails to take reasonable actions or remedies to solve it inability to deliver capacity and energy.  2. The Supplier may terminate the Agreement by written notice to the Buyer/Off-taker when the Buyer/Off-taker: a. Discontinue operations; b. Declares bankruptcy; or c. Any financial obligation of the Customer is not paid when due within any applicable grace period. It is also suggested to indicate or enumerate details/discuss the events of default further in the provisions of the PSA, including what remedy or remedies are available or period within which to correct them.	18	Reduction of Contracted Energy	<ul> <li>a. Loss of captive customers due to Retail Competition and Open Access (RCOA) and Green Energy Option Program (GEOP).</li> <li>b. Reduction of demand of the DU due to special circumstances beyond the control of the DU.</li> <li>2. Customer may assign, transfer, designate, or allocate its rights and obligations to purchase a portion of contract it no longer requires to: <ul> <li>a. Any of its business segments without the prior consent of the Power Supplier.</li> <li>b. Any affiliate of third party subject to the consent of Power Supplier.</li> </ul> </li> <li>3. The Consent by the Power Supplier Shall not be unreasonably delayed or conditioned at the disadvantage of the DU.</li> <li>4. Any reduction shall require approval of the ERC and must comply with applicable rules of competition set by</li> </ul>
Joint filing for the approval of the terms and conditions under the power supply agreement while the Seller shall shoulder all cost attributed to application.  1. Valid grounds for terminations are: a. Events of Default. b. Expiration of cooperation period. c. Falfure to achieve COD. d. Mutual agreement by both parties. e. Extended Force Majeure as agreed under the PSA. f. Changes in the circumstances as agreed under the PSA. g. others; * Non-fulfilment of conditions for effective date; * Events of Force Majeure; and; * When the Supplier fails to supply for a period of Sixty (60) days for reason wholly attributable to its fault and/or negligence, provided that, the Supplier fails to take reasonable actions or remedies to solve it inability to deliver capacity and energy.  2. The Supplier may terminate the Agreement by written notice to the Buyer/Off-taker when the Buyer/Off-taker: a. Discontinue operations; b. Declares bankruptcy; or c. Any financial obligation of the Customer is not paid when due within any applicable grace period.  It is also suggested to indicate or enumerate details/discuss the events of default further in the provisions of the PSA, including what remedy or remedies are available or period within which to correct them.	19	Nomination Protocol	
all cost attributed to application.  1. Valid grounds for terminations are:  a. Events of Default.  b. Expiration of cooperation period.  c. Failure to achieve COD.  d. Mutual agreement by both parties.  e. Extended Force Majeure as agreed under the PSA.  f. Changes in the circumstances as agreed under the PSA.  g. others;  * Non-fulfilment of conditions for effective date;  * Events of Force Majeure; and;  * When the Supplier fails to supply for a period of Sixty (60) days for reason wholly attributable to its fault and/or negligence, provided that, the Supplier fails to take reasonable actions or remedies to solve it inability to deliver capacity and energy.  2. The Supplier may terminate the Agreement by written notice to the Buyer/Off-taker when the Buyer/Off-taker:  a. Discontinue operations; b. Declares bankruptcy; or c. Any financial obligation of the Customer is not paid when due within any applicable grace period.  It is also suggested to indicate or enumerate details/discuss the events of default further in the provisions of the PSA, including what remedy or remedies are available or period within which to correct them.	20	Environmental Compliance Certificate	Bidder must present the ECC from DENR as to a newly promulgated requirement by the ERC from PSA approval.
a. Events of Default. b. Expiration of cooperation period. c. Failure to achieve COD. d. Mutual agreement by both parties. e. Extended Force Majeure as agreed under the PSA. f. Changes in the circumstances as agreed under the PSA. g. others; * Non-fulfilment of conditions for effective date; * Events of Force Majeure; and; * When the Supplier fails to supply for a period of Sixty (60) days for reason wholly attributable to its fault and/or negligence, provided that, the Supplier fails to take reasonable actions or remedies to solve it inability to deliver capacity and energy.  2. The Supplier may terminate the Agreement by written notice to the Buyer/Off-taker when the Buyer/Off-taker: a. Discontinue operations; b. Declares bankruptcy; or c. Any financial obligation of the Customer is not paid when due within any applicable grace period.  It is also suggested to indicate or enumerate details/discuss the events of default further in the provisions of the PSA, including what remedy or remedies are available or period within which to correct them.	21	Application Process with ERC	Joint filing for the approval of the terms and conditions under the power supply agreement while the Seiler shall shoulder all cost attributed to application.
- interestation where I are a read to a read t	22	Grounds for Termination of the PSA	a. Events of Default. b. Expiration of cooperation period. c. Failure to achieve COD. d. Mutual agreement by both parties. e. Extended Force Majeure as agreed under the PSA. f. Changes in the circumstances as agreed under the PSA. g. others;  * Non-fulfilment of conditions for effective date;  * Events of Force Majeure; and;  * When the Supplier fails to supply for a period of Sixty (60) days for reason wholly attributable to its fault and/or negligence, provided that, the Supplier fails to take reasonable actions or remedies to solve it inability to deliver capacity and energy.  2. The Supplier may terminate the Agreement by written notice to the Buyer/Off-taker when the Buyer/Off-taker: a. Discontinue operations; b. Declares bankruptcy; or c. Any financial obligation of the Customer is not paid when due within any applicable grace period.  It is also suggested to indicate or enumerate details/discuss the events of default further in the provisions of the PSA, including what remedy or remedies are available or period within which to correct them.

## **ANNEX-1 GRID**

	Contracted Energy in kWH (inclusive of RPS)	RPS Requirement in kWH	Equivalent Demand in kW
July 26, 2022 - August 25, 2022	8,409,145	227,064	14,60
August 26, 2022 - September 25, 2022	8,085,423	218,323	13,52
eptember 26, 2022 - October 25, 2022	8,381,864	226,327	13,55
October 26, 2022 - November 25, 2022	8,359,458	225,722	13,54
November 26, 2022 - December 25, 2022	7,960,054	214,938	13,34
Tota	41,195,944	1,112,374	14,60
December 26, 2022 - January 25, 2023	7,155,348	355,504	12,01
anuary 26, 2023 - February 25, 2023	7,206,757	358,059	12,30
ebruary 26, 2023 - March 25, 2023	7,048,675	350,205	12,68
March 26, 2023 - April 25, 2023	8,709,573	432,724	14,20
April 26, 2023 - May 25, 2023	9,676,829	480,781	15,36
May 26, 2023 - June 25, 2023 June 26, 2023 - July 25, 2023	9,554,479	474,702	15,34
luly 26, 2023 - August 25, 2023	8,509,609 8,828,693	422,789	11,81
August 26, 2023 - September 25, 2023	8,455,848	438,643 420,118	11,86
September 26, 2023 - October 25, 2023	8,725,960	433,538	11,36 12,11
October 26, 2023 - November 25, 2023	8,794,538	436,946	11,87
November 26, 2023 - December 25, 2023	8,370,199	415,863	11,62
Tota		5,019,872	15,36
December 26, 2023 - January 25, 2024	7,441,645	538,518	10,00
anuary 26, 2024 - February 25, 2024	7,436,532	538,148	9,99
ebruary 26, 2024 - March 25, 2024	7,189,680	520,284	10,33
March 26, 2024 - April 25, 2024	9,005,258	651,670	12,10
April 26, 2024 - May 25, 2024	10,137,770	733,624	14,08
May 26, 2024 - June 25, 2024	9,998,763	723,565	13,43
lune 26, 2024 - July 25, 2024	9,284,847	671,902	12,89
luly 26, 2024 - August 25, 2024	9,627,111	696,670	12,94
August 26, 2024 - September 25, 2024	9,223,529	667,465	12,39
September 26, 2024 - October 25, 2024	9,521,788	<b>589,04</b> 9	13,27
October 26, 2024 - November 25, 2024	9,588,236	693,857	12,88
November 26, 2024 - December 25, 2024 Tota	9,125,978 I 107,581,138	660,406 <b>7,785,158</b>	12,67 1 <b>4,0</b> 8
December 26, 2024 - January 25, 2025 Sanuary 26, 2025 - February 25, 2025	6,347,772 6,347,371	603,338 603,300	8,53 8,53
February 26, 2025 - March 25, 2025	6,271,676	596,105	9,33
March 26, 2025 - April 25, 2025	8,053,861	765, <b>49</b> 7	10,8
April 26, 2025 - May 25, 2025	9,331,491	886,932	12,96
May 26, 2025 - June 25, 2025	9,124,822	867,288	12,26
June 26, 2025 - July 25, 2025	8,407,320	799,092	11,67
July 26, 2025 - August 25, 2025	8,717,529	828,576	11,71
August 26, 2025 - September 25, 2025	8,281,601	787,143	11,13
September 26, 2025 - October 25, 2025	8,665,925	823,672	12,03
October 26, 2025 - November 25, 2025	8,673,691	824,410	11,69
November 26, 2025 - December 25, 2025 Tota	8,227,970 I <b>96,451,029</b>	782,045	11,42
100	30,731,043	9,167,3 <del>9</del> 6	12,90
December 26, 2025 - January 25, 2026 January 26, 2026 - February 25, 2026	7,036,288	828,374 828,910	9,45
February 26, 2026 - March 25, 2026	7,040,83S 6,949,927	818,207	9,46 10,3
March 26, 2026 - April 25, 2026	8,891,931	1,046,837	11,9
April 26, 2026 - May 25, 2026	10,262,534	1,208,208	14,2
May 26, 2026 - June 25, 2026	10,044,193	1,182,492	13,50
June 26, 2026 - July 25, 2026	9,263,675	1,090,602	12,8
July 26, 2026 - August 25, 2026	9,599,490	1,130,137	12,9
August 26, 2026 - September 25, 2026	9,129,608	1,074,818	12,2
September 26, 2026 - October 25, 2026	9,545,025	1,123,725	13,2
October 26, 2026 - November 25, 2026	9,550,438	1,124,362	12,8
November 26, 2026 - December 25, 2026	9,062,828	1,066,956	12,5
Tota	106,376,872	12,523,629	14,2
December 26, 2026 - January 25, 2027	7,757,286	1,089,205	10,4
January 26, 2027 - February 25, 2027	7,767,011	1,090,571	10,4
February 26, 2027 - March 25, 2027	7,660,176	1,075,570	11,3
March 26, 2027 - April 25, 2027	9,769,537	1,371,746	13,1
April 26, 2027 - May 25, 2027	11,237,702	1,577,892	15,6
May 26, 2027 - June 25, 2027 June 26, 2027 - July 25, 2027	11,006,933	1,545,490	14,7
June 26, 2027 - July 25, 2027 July 26, 2027 - August 25, 2027	10,160,430 10,523,054	1,426,632 1,477,548	14,1 14,1
August 26, 2027 - August 23, 2027 August 26, 2027 - September 25, 2027	10,017,619	1,406,580	13,4
September 26, 2027 - October 25, 2027	10,465,593	1,469,480	14,5
October 26, 2027 - November 25, 2027	10,468,548	1,469,895	14,0
		1,395,270	13,8
November 26, 2027 - December 25, 2027	9,937,071		

## **ANNEX-1 GRID**

	2	·	
	Contracted Energy	RPS Requirement	Equivalent Demand
	in kWH (inclusive of RPS)	in kWH	in kW
·	(incipsive of KFS)		<del></del>
December 26, 2027 - January 25, 2028	8,510,645	1,388,021	11 420
January 26, 2028 - February 25, 2028	8,525,784	1,390,490	11,439 11,459
ebruary 26, 2028 - March 25, 2028	8,329,548	1,358,485	11,968
Varch 26, 2028 - April 25, 2028	10,686,537	1,742,892	14,364
April 26, 2028 - May 25, 2028	12,256,540	1,998,947	17,023
May 26, 2028 - June 25, 2028	12,012,889	1,959,210	16,146
lune 26, 2028 - July 25, 2028	11,097,437	1,809,906	15,413
luly 26, 2028 - August 25, 2028	11,488,077	1,873,617	15,441
August 26, 2028 - September 25, 2028	10,945,493	1,785,125	14,712
September 26, 2028 - October 25, 2028	11,427,485	1,863,735	15,872
October 26, 2028 - November 25, 2028	11,427,867	1,863,797	15,360
November 26, 2028 - December 25, 2028	10,850,556	1,769,642	15,070
Total	127,558,858	20,803,866	17,023
December 26, 2028 - January 25, 2029	9,296,231	1,726,998	12,495
anuary 26, 2029 - February 25, 2029	9,317,015	1,730,859	12,523
ebruary 26, 2029 - March 25, 2029	9,176,181	1,704,696	13,655
March 26, 2029 - April 25, 2029	11,642,762	2,162,922	15 <b>,64</b> 9
April 26, 2029 - May 25, 2029	13,318,962	2,474,317	18,499
May 26, 2029 - June 25, 2029	13,061,879	2,426,557	17,556
une 26, 2029 - July 25, 2029	12,074,528	2,243,133	16,770
uly 26, 2029 - August 25, 2029	12,494,381	2,321,131	16,794
August 26, 2029 - September 25, 2029	11,913,057	2,213,136	16,012
September 26, 2029 - October 25, 2029	12,430,524	2,309,268	17,265
October 26, 2029 - November 25, 2029	12,428,225	2,308,841	16,705
November 26, 2029 - December 25, 2029	11,803,118	2,192,712	16,393
Total	138,956,863	25,814,571	18,499
December 35, 2030, January 35, 2020	10.112.005	2 4 2 4 4 4 4 4 4	
December 26, 2029 - January 25, 2030 January 26, 2030 - February 25, 2030	10,113,896	2,108,299	13,594
February 26, 2030 - March 25, 2030	10,140,552	2,113,856	13,630
Warch 26, 2030 - April 25, 2030	9,981,653	2,080,732	14,854
April 26, 2030 - May 25, 2030	12,638,030	2,634,469	16,987
May 26, 2030 - Iway 25, 2030	14,424,760	3,006,924	20,034
iune 26, 2030 - July 25, 2030	14,153,698	2,950,419	19,024
July 26, 2030 - August 25, 2030	13,091,512 13,541,773	2,729,000	18,183
August 26, 2030 - September 25, 2030	12,920,127	2,843,864	18,201
September 26, 2030 - October 25, 2030	13,474,517	2,713,314	17,366
October 26, 2030 - November 25, 2030	13,469,429	2,829,740 2,828,671	18,715
November 26, 2030 - December 25, 2030	12,794,574	2,686,947	18,104
Total	150,744,521	31,526,237	17,770
iotai	130,/44,321	31,320,237	20,034
December 26, 2030 - January 25, 2031	11,015,918	2,565,652	14 000
anuary 26, 2031 - February 25, 2031	11,049,055	2,573,370	14,806 14,851
February 26, 2031 - March 25, 2031	10,870,227	- ·	16,176
March 26, 2031 - April 25, 2031	13,735,981	2,531,720	
April 26, 2031 - May 25, 2031	15,644,646	3,199,166 3,643,702	18,462 21,729
May 26, 2031 - June 25, 2031	15,358,160	3,576,978	20,643
lune 26, 2031 - July 25, 2031	14,213,420	3,310,364	19,741
luly 26, 2031 - August 25, 2031	14,697,224	3,423,043	19,754
August 26, 2031 - September 25, 2031	14,031,097	3,267,900	18,859
September 26, 2031 - October 25, 2031	14,626,220	3,406,506	20,314
October 26, 2031 - November 25, 2031	14,618,053	3,404,604	19,648
November 26, 2031 - December 25, 2031	13,888,318	3,234,646	19,289
Total		38,137,652	21,729
(Sta)		,,	~-): <del>~</del> -
	11,946,520	3,057,117	16,057
December 26, 2031 - January 25, 2032			
· · · · · · · · · · · · · · · · · · ·		3.067.308	10.111
January 26, 2032 - February 25, 2032	11,986,343	3,067,308 3,012,111	
January 26, 2032 - February 25, 2032 February 26, 2032 - March 25, 2032	11,986,343 11,770,646	3,012,111	16,912
January 26, 2032 - February 25, 2032 February 26, 2032 - March 25, 2032 March 26, 2032 - April 25, 2032	11,986,343 11,770,646 14,868,721	3,012,111 3,804,909	16,912 19,9 <b>8</b> 5
January 26, 2032 - February 25, 2032 February 26, 2032 - March 25, 2032 March 26, 2032 - April 25, 2032 April 26, 2032 - May 25, 2032	11,986,343 11,770,646 14,868,721 16,903,184	3,012,111 3,804,909 4,325,529	16,912 19,985 23,477
December 26, 2031 - January 25, 2032 January 26, 2032 - February 25, 2032 February 26, 2032 - March 25, 2032 March 26, 2032 - April 25, 2032 April 26, 2032 - May 25, 2032 May 26, 2032 - June 25, 2032 June 26, 2032 - July 25, 2032	11,986,343 11,770,646 14,868,721	3,012,111 3,804,909	16,111 16,912 19,985 23,477 22,313 21,348

## ARTICLE V – RELIABILITY PERFORMANCE INDICES AND EQUIVALENT OUTAGE DAYS

Shown in Table 1 are the Standard Planned and Unplanned Outages determined by ERC for the different generating plant technologies:

Table 1. Allowable Planned and Unplanned Outage Days

	Pulverized Coal	Circulating Fluidized Bed	Combined Cycle	Gas Turbine	Diesel	Geo- thermal	Hydro- electric	Oil- Fired Thermal	Biomass
No. of Day Unavailable	44.7	32.3	20.2	29.2	19.0	19.7	29.9	58.6	39.7
No. of Days of Planned Outage	27.9	15.4	12.5	6.5	5.0	6.0	23.1	30.8	32.7
No. of Days on Unplanned Outages	16.8	16.9	7.7	22.7	14.0	13.7	6.8	27.8	7.0