

## TERMS OF REFERENCE (TOR)

Particular	Specification/Proposal
a. Project Location	Baguio City Economic Zone (BCEZ) Loakan Rd., Baguio City
b. Terms of Contract	15 years
c. Effectivity of the Contract	As mutually agreed by both parties
d. Type of Technology	Solar Photovoltaic
e. Rated Capacity	5,975 kW
f. Proposed Solar Generation Rate	<p><b>Php4.85/kWh</b> subject to Index to inflation/deflation annually (to bring the price to current/market price level);</p> <p><i>Where: RP Consumer price index (CPI) shall be based on June 2023 level (sources: BSP or PSA published indexes).</i></p>
g. RE Facilities' Demand Capacity	6,405 kWp
h. Total Guaranteed Annual Energy Output kWh across all sites	<p>7,418,670 kWh for the first year with annual degradation not exceeding 0.5% per year.</p> <p>ENTORIA will guarantee the performance ratio of the solar power plants.</p>
i. Nature of Agreement	<p>The PROJECT/AGREEMENT is part of BCEZ facilities improvement plan under energy conservation by utilizing the solar power and in support for the green and sustainable energy ecozone program of PEZA;</p> <ol style="list-style-type: none"> <li>1. PEZA shall be off-taker in BCEZ and the contracting party of ENTORIA Energy for the RE/Solar energy output; and</li> <li>2. ENTORIA shall develop, construct, invest, operate and monitor the Renewable Energy (RE) generation facilities in BCEZ and its locators that will be part of the program for the duration of the Contract.</li> </ol>
j. Scope of Engagement	<p>In support of the Green Ecozone Advocacy of PEZA, the Parties agreed as follows:</p> <p>ENTORIA/Solar Energy Provider shall, during the term of the agreement:</p> <ol style="list-style-type: none"> <li>1. Be responsible for the development, financing, and construction of the embedded solar plant as well as its subsequent operation and maintenance;</li> <li>2. Provide <b>an indicative and capital expenditures (OPEX/CAPEX) with a total aggregated amount of</b></li> </ol>

**Php250 Million for the indicative Solar Facility of 5.975 kW** during the duration of the contract.

Any services or deliverables outside the scope of this Project, i.e., future solar power requirement (installation of additional solar facilities) of PEZA and/or its locators shall be subject to separate contract or supplemental contract at the same rate or rate as agreed by the Parties;

3. Ensure optimal performance for the entire life cycle of **solar facility** for the duration of the Contract, which includes or covers the following maintenance:
  - a. **Predictive Maintenance:** Action intended to anticipated possible problems in the installed system;
  - b. **Preventive Maintenance:** Inspection and cleaning work to avoid breakdowns in the installation and increase the productivity;
  - c. **Corrective Maintenance:** Take full responsibility for repairing and defects or defaults found.
4. Operation and Maintenance for solar facility/ies does not include the maintenance of the roof top. Thus, remain the duty/obligation of the owner of the roof/building;
5. Provide comprehensive monitoring system using SCADA architecture to be installed on each site and allows for complete predictive, preventive and corrective maintenance, which includes the following:
  - a. Centralized controlled system;
  - b. Remote Web Monitoring (including turning on/off the system or resetting parameters);
  - c. Microgrid management (if applicable);
  - d. Allow PEZA to have dedicated access to review all data generated by the solar site/s;
  - e. Allow PEZA/each locator to present renewable energy generated by the Project via a set of dedicated screens.
6. **Relocation.** In case of relocation of a facility, Solar energy provider will estimate the cost of dismantling and re-installation of the solar power facility. All costs related thereto will be borne by PEZA or its locator;
7. Entoria shall enter into lease agreement with PEZA and/or owner giving access of the rooftop for the installation and operation of the solar facility necessary for the Project during the entire duration of the Contract;
8. Ensure compliance of the Renewal Energy Act of 2008, EPIRA Law, REM, or such prevailing standards



	<p>prescribed by the Department of Energy, Department Administrative Order 2021-19 from the Department of Environmental and Natural Resources (DENR) and other applicable government rules and regulations;</p> <p>PEZA shall:</p> <ol style="list-style-type: none"> <li>9. Provide reasonable assistance necessary for the development, and construction of the embedded solar plant/s by ENTORIA in an efficient, effective and proper manner;</li> <li>10. At the end of Cooperation period, all solar facilities installed by Entoria inside BCEZ and its locators shall be turned over to and be owned by PEZA free of any liens and encumbrances.</li> </ol>
a. Billing and Collection	Power bill shall be served within ten (10) working days of the succeeding billing period and shall be paid to Solar provider without the necessity of demand letter not later than 12NN on the last business day of the calendar month.
b. Warranty Coverage	<ol style="list-style-type: none"> <li>3. Solar modules: 12- year product warranty and 25- year Performance Warranty</li> <li>4. Inverter, Monitor and Combiner - 10 year/s warranty</li> <li>5. Workmanship - 1 year/s warranty</li> </ol>
c. Security Bond	Solar Energy Provider will provide a Surety Bond of 5% of the total project cost as mandated on RA 9184.