

TERMS OF REFERENCE
Contract Capacity of 20MW (“Phase 1”) and 25MW (“Phase 2”)

TERMS OF REFERENCE	DESCRIPTION	REQUIREMENT
Type of Contract	Baseload	
Contracted Capacity	Phase 1: 20MW	A bidder may submit a Bid for more than one (1) block; provided, that each block shall have an offered contract capacity of a minimum of 10MW to a maximum of 20MW.
	Phase 2: 25MW	
Annual Contracted Energy	Energy equivalent to 100% of the Contracted Capacity, subject to adjustment due to actual number of outage and force majeure allowance.	
Reduction in Contract Capacity	The Contract Capacity and Associated Energy shall be reduced equivalent to the reduction in the demand of MORE Power by reason of the implementation of Retail Competition and Open Access, the Renewable Energy Law, or other relevant Laws and Legal Requirements.	
Minimum Hourly Nomination	50% of Contracted Capacity (MW)	
Contract Period	Phase 1: 20MW	The PSA shall take effect on January 26, 2022, 00:00H and shall remain effective for a period of ten (10) years.
	Phase 2: 25MW	The PSA shall take effect on July 26, 2022, 00:00H and shall remain effective for a period of ten (10) years.
Penalty in case of Delay in Construction of new power plants	In the case of new generating capacities, the power plant shall be in Commercial Operation and supplying stable power thirty (30) days prior to January 26, 2022, 00:00H for Phase 1 and thirty (30) days prior to July 26, 2022, 00:00H for Phase 2. Should there be delay in construction and commercial operation of new generating capacities, the defaulting supplier shall be penalized with administrative fee of P0.35/kWh on top of the replacement power cost.	
Supply Type	Open Technology (Conventional or Renewable Energy)	The power plant shall be compliant with the prevailing DENR's emission and environmental standards.
Technical Parameters	Delivery Point	The Receiving Point shall be at MORE Power Metering Nodes. The Line Rental shall be for the account of the Bidder.
	Plant Capacity	The minimum generating capacity of the Bidder shall be no less than the contracted capacity of MORE Power. No capacity of the plant (up to the Contracted Capacity) shall be contracted under an agreement apart from power supply agreement resulting from this bidding.
	Plant Location	The generating capacities shall come from anywhere in Luzon, Visayas, or Mindanao group of islands in the Philippines connected to the grid.
	Performance & Eligibility Requirements	The Bidder must submit its Company Profile and technical capability/qualifications of key officers, technical staff, and management team/consultants. Bidders to submit Certificate of Compliance issued by the ERC.
Tariff Structure	Price Offer shall be the delivered cost at MORE Power receiving points. Tariff components shall be broken down into the following:	
	1. Capital Recovery Fee (CRF) in P/kWh	CRF shall be fixed for the entire duration of the contract period and shall be in Philippine Currency.
	2. Fixed O&M in P/kWh	
	3. Variable O&M in P/kWh	No Take-or-Pay (Based on actual energy delivered)
	4. Fuel in P/kWh (As may be applicable)	No Take-or-Pay (Based on actual energy delivered) Inclusive of Fuel Handling & Freight Costs
The Bidder must specify the source of the base fee adjustment factor used such as CPI and Forex.		

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Outage Allowance	Zero outage power supply.	Dependable Capacity shall be 100% of the Contracted Capacity
Replacement Power	The Supplier is responsible to supply replacement power. In the event of failure of the Supplier to provide the replacement power, MORE Power shall be allowed to find replacement power but shall be for the account of the Supplier, subject to the payment of administrative fee of Php 0.35/kWh.	
Regulatory Approvals	Downward adjustments in rate as per ERC's directive shall not be a ground for the termination of the contract. MORE Power shall not be liable for any penalties or incremental cost arising from this matter.	
Grounds for Termination	<p>1. Failure of seller to comply; 2. All units cease or discontinue to generate electricity for a period of six (6) consecutive months; 3. Prolonged Force Majeure for a period in excess of six (6) consecutive months.</p> <p>"Force Majeure" shall mean any event not within the reasonable control, directly or indirectly, of the Party affected, but only if and to the extent that (i) such event, despite the exercise of reasonable diligence, cannot be or be caused to be prevented, avoided or removed by the Party affected, (ii) the Party affected has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligation, and to mitigate the consequences thereof, and (iii) such event is not the direct or indirect result of a Party's negligence or the failure of such Party to perform any of its obligations. An event of Force Majeure shall include, but not be limited to, any of the following:</p> <p>(a) acts of nature, war or acts of the public enemy, whether war be declared or not; (b) public disorders, civil disturbance, insurrection, rebellion, sabotage, acts of terrorism, riots, violent demonstrations, blockade, revolution, expropriation, requisition, confiscation, nationalization, export or import restriction or other restrictions, rationing or allocations imposed by any Governmental Authority; (c) any effect of unusual elements, including fire, volcanic eruption, landslide, earthquakes, floods, lightning, typhoons, tsunami, perils of sea, or other unusual natural calamities; (d) strikes or lockouts or other collective or industrial action by workers or employees other than non-manual personnel (provided, that any Party that seeks to invoke such a strike or labor action as a Force Majeure must first utilize all reasonable efforts to maintain performance utilizing management personnel); (e) air crash, train wrecks or accidents of navigation or breakdown or injury of vessels, accidents at airports, harbors, docks, canals or other assistance to or adjuncts of airline, shipping or navigation; pandemic, epidemic or quarantine, including failures or delays in transportation; (f) radioactive contamination or ionizing radiation; (g) any System Emergency; (h) Transmission failure and System Operator Curtailment, except line congestions on the existing facilities of the Buyer to the Grid or acts of any third party that may materially affect the capability of Buyer to draw power from the NGCP grid, which is unforeseen and could not reasonably be expected or is beyond the control of the affected party. or (i) unavailability or insufficiency of alternate energy in the system.</p>	
Bid-Processing Fee	P500,000.00	

**THIRD-PARTY BIDS AND AWARDS COMMITTEE
MORE ELECTRIC AND POWER CORPORATION**

By:



NIEL V. PARCON
Chairman, TPBAC

Invitation to Bid
For the Supply of Power to MORE Electric and Power Corporation

1. Bid Information

MORE Electric and Power Corporation (“MORE Power”) is a duly franchised distribution utility engaged in the distribution of electricity within its franchise area in Iloilo City. MORE Power is in need of the supply of electricity for its Baseload requirements to meet the demand of its customers.

MORE Power needs qualified suppliers that can supply a 20MW of power (“Phase 1”) that shall take effect on January 26, 2022, 00:00H and shall remain effective for a period of ten (10) years and a 25MW of power (“Phase 2”) that shall take effect on July 26, 2022, 00:00H and shall remain effective for a period of ten (10) years, both Power Supply Agreements shall be subject to the approval of the Energy Regulatory Commission.

2. Minimum Requirements of Supply

MORE Power, thru its Third-Party Bids and Awards Committee (“TPBAC”), is inviting proposals with the following Minimum Requirements of Supply (“Bid”):

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Annual Contracted Energy	Energy equivalent to 100% of the Contracted Capacity, subject to adjustment due to actual number of outage and force majeure allowance.	
Contract Period	Phase 1: 20MW	The PSA shall take effect on January 26, 2022, 00:00H and shall remain effective for a period of ten (10) years.
	Phase 2: 25MW	The PSA shall take effect on July 26, 2022, 00:00H and shall remain effective for a period of ten (10) years.
Supply Type	Open Technology (Conventional or Renewable Energy)	The power plant shall be compliant with the prevailing DENR's emission and environmental standards.
	Delivery Point	The Receiving Point shall be at MORE Power Metering Nodes. The Line Rental shall be for the account of the Bidder.

Technical Parameters	Plant Capacity	The minimum generating capacity of the Bidder shall be no less than the contracted capacity of MORE Power. No capacity of the plant (up to the Contracted Capacity) shall be contracted under an agreement apart from the power supply agreement resulting from this bidding.
	Plant Location	The generating capacities shall come from anywhere in Luzon, Visayas, or Mindanao group of islands in the Philippines connected to the grid.
	Performance & Eligibility Requirements	The Bidder must submit its Company Profile and technical capability/qualifications of key officers, technical staff, and management team/consultants. Bidders to submit Certificate of Compliance issued by the ERC.
Tariff Structure	Price Offer shall be the delivered cost at MORE Power Receiving Points. Tariff components shall be broken down into the following:	
	1. Capital Recovery Fee (CRF) in P/kWh	CRF shall be fixed for the entire duration of the contract period and shall be in Philippine Currency.
	2. Fixed O&M in P/kWh	
	3. Variable O&M in P/kWh	No Take-or-Pay (Based on actual energy delivered)
	4. Fuel in P/kWh	No Take-or-Pay (Based on actual energy delivered) Inclusive of Fuel Handling & Freight Costs
	The Bidder must specify the source of the base fee adjustment factor used such as CPI and Forex.	
Bid-Processing Fee	Php 500,000.00	

3. Pre-Qualification Requirements

To qualify to bid, an interested bidder (the “Prospective Bidder”) must STRICTLY comply with the following pre-qualification requirements (“Pre-Qualification Requirements”):

- a. Submission of two (2) copies of the following:
 - i. original or certified true copy of Secretary Certificate showing the excerpt of the Board Resolution authorizing the Prospective Bidder and authorized representative/s to participate in the bidding;
 - ii. duly notarized Expression of Interest to participate in the bidding in accordance with the terms set out in the Invitation to Bid;
 - iii. duly notarized non-disclosure undertaking; and
 - iv. duly notarized written acceptance of the TOR

[collectively, (i) to (iv) shall be referred to as the “Pre-Qualification Documents.”]

4. Instruction to Bidders

Prospective Bidders shall submit the Pre-Qualification Documents on or before 5:00 PM of June 3, 2021 (“Pre-Qualification Deadline”). For purposes of expediency, the Prospective Bidders may be allowed to submit a scanned copy of the Pre-Qualification Requirements via email, provided that, proof is submitted that the physical documents have been mailed to MORE Power on or before the Pre-Qualification Deadline.

Templates for Expression of Interest, Non-Disclosure Undertaking, and Written Acceptance of the TOR are made available in MORE Power’s website.

Within one (1) day from Pre-Qualification Deadline, the TPBAC Secretariat shall notify Prospective Bidders that complied with the Pre-Qualification Requirements that they are qualified to participate in the Bidding and to receive the Bid Documents (“Qualified Bidders”). The Bid Processing Fee equivalent to Five Hundred Thousand Pesos (Php 500,000.00) shall be paid through Fund Transfer. For fund transfer details, Prospective Bidders may contact the TPBAC Secretariat at jcsolis@morepower.ph or bcdelosreyes@morepower.ph.

The TPBAC shall hold the Pre-Bid Conference which shall be open to Qualified Bidders and CSP Observers. Only the Qualified Bidders’ authorized representative/s indicated in the Expression of Interest are allowed to attend and participate in the Pre-Bid Conference (and the Bidding Process), together with the CSP Observers invited by the TPBAC.

Bidders shall submit two (2) copies of their bids (Original, Copy 1) through their duly authorized representative in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the Corporate Profile of the Bidder, technical component of the bid, including the eligibility requirements and the second shall contain the financial component of the bid.

Bidders are responsible to ensure that the physical copy of their Bids are **manually** submitted to and received by the TPBAC Secretariat on the date, time, and place specified herein.

Bids submitted after the deadline shall **not** be accepted by the TPBAC. The TPBAC shall record in the minutes of bid submission and opening, the bidder’s name, its representative and the time the late bid was submitted.

All bids shall be accompanied by a Bid Securing Declaration in the form prescribed herein (attached as Annex “3” in Bids Documents) as guarantee that the successful bidder shall, within fourteen (14) calendar days from receipt of the notice of award, enter into contract with MORE Power.

5. Indicative Schedule

Availability of Bid Documents	June 3- July 12, 2021
Deadline of Submission of Comments and Questions for Bidding	June 21, 2021
Pre-bid Conference	June 28, 2021
Issuance of Bid Bulletin/s, if required	June 28, 2021
Deadline for Submission of Bid (“Bid Submission Deadline”)	July 12, 2021, 1:00 PM
Opening of Bids	July 12, 2021, 1:30 PM
Evaluation of Bids	July 12-13, 2021
Post-Qualification	July 13-21, 2021
Issuance of Notice of Award	July 21, 2021

Any amendment to the Schedule shall be announced through Bid Bulletins.

Unless otherwise expressly specified in writing, all the references to times and dates shall refer to Philippine standard time. Unless otherwise expressly specified in writing, the venue of all the above shall be at 2nd Floor, MORE Power Corporate Office, GST Corporate Center, Brgy. Sampaguita, Quezon St., 5000 Iloilo City.

For further information, please refer to:

NIEL V. PARCON

Chairman, Third-Party Bids and Awards Committee
MORE Electric and Power Corporation
at 2nd flr, GST Corporate Center,
Brgy. Sampaguita, Quezon St., 5000 Iloilo City
Tel No. (033) 327-2985

**THIRD-PARTY BIDS AND AWARDS COMMITTEE
MORE ELECTRIC AND POWER CORPORATION**

By:



NIEL V. PARCON
Chairman, TPBAC

May 6, 2021

MORE Electric and Power Corporation
INDICATIVE CSP SCHEDULE

ACTIVITY	ORIGINAL SCHEDULE	REVISED SCHEDULE
5. Advertisement and publication		
Invitation to Bid 1	08 March, 2021	06 May, 2021
Invitation to Bid 2	15 March, 2021	13 May, 2021
6. Pre-Qualification	05 April, 2021	03 June, 2021
7. Notice of Eligibility to Bid	05 April, 2021	03 June, 2021
8. Availability of Bid Documents		Jun 03 - Jul 12, 2021
9. Deadline of Submission of Comments and Questions for Bidding	21 April, 2021	21 June, 2021
10. Pre-bid Conference	28 April, 2021	28 June, 2021
11. Issuance of Bid Bulletin/s, if required	28 April, 2021	28 June, 2021
12. Deadline for Submission of Bid ("Bid Submission Deadline")	10 May, 2021	July 12, 2021 1:00 PM
13. Opening of Bids		July 12, 2021 1:30 PM
14. Evaluation of Bids	11 May, 2021	July 12-13, 2021
15. Post-Qualification	20 May, 2021	July 13-21, 2021
16. Issuance of Notice of Award	20 May, 2021	21 July, 2021
17. Signing of PSA	31 May, 2021	02 August, 2021
18. Pre-filing and Filing of PSA	07 June, 2021	09 August, 2021
19. Issuance of Provisional Authority for PSA by ERC	22 July, 2021	22 September, 2021
20. Initial Delivery Date, Phase 1: 20 MW	26 July, 2021	26 January, 2022
21. Initial Delivery Date, Phase 2: 25 MW	26 July, 2022	26 July, 2022

By:

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Chairman, TPBAC

May 6, 2021