



Invitation to Bid

For the Supply to Negros Electric and Power Corp. of its 20 MW Baseload Power Supply Requirement

1. Bid Information

Negros Electric and Power Corp. (Negros Power) is a duly franchised distribution utility engaged in the distribution of electricity within its franchise areas in the cities of Bacolod, Bago, Silay, and Talisay, and the municipalities of Murcia and Don Salvador Benedicto. Pursuant to the DOE Department Circular No. DC2023-06-0021, Series of 2023 and ERC Resolution No. 16, Series of 2023, Negros Power through its Third-Party Bids and Awards Committee (TPBAC) is inviting all interested and qualified parties to participate in the bidding of its 20 MW Baseload Power Supply Requirement.

2. Minimum Requirements of Supply for 20 MW Baseload Requirement

CRITERIA	REQUIREMENT	
Contract Capacity	20 MW	
Demand Requirement	Baseload	
Monthly Minimum Contract Energy (MMCE)	Total monthly energy equivalent to 100% load factor of the Contract Capacity subject to adjustment due to force majeure and Negros Power system outage at the substation level The MMCE reckoned monthly will be the basis in charging the fixed component of the electricity fee (Capital Recovery Fee (CRF) and Fixed Operations and Maintenance (O&M)).	
Hourly Minimum Nomination	50% of the Contracted Capacity	
Type of Contract	Physical	
Dependable Capacity	20 MW dependable capacity required for bidder to be qualified	
Source of Power	Open Technology	The power plant shall be compliant with the prevailing DENR's emission and environmental standards.
Target Delivery Date	26 November 2025	
Contract Duration	Five (5) years contract from the Delivery Date or upon issuance of ERC's approval, whichever is later	
Technical Parameters	Delivery Point	The Receiving Point shall be at Negros Power Metering Nodes.
	Line Rental	For the account of the Winning Bidder, capped at P0.30/kWh In excess of the cap, for the account of the buyer (Negros Power)
	Plant Capacity	Total installed capacity should be capable of delivering the dependable capacity of 20 MW.
	Plant Location	The generating capacities shall come from anywhere in the Luzon, Visayas, or Mindanao group of islands in the Philippines connected to the Grid.

CRITERIA	REQUIREMENT	
Electricity Fees	Capital Recovery Fee (CRF) in Php/kWh	Shall be fixed for the entire duration of the contract period and shall be computed based on contracted energy
	Fixed O&M in Php/kWh	Shall be fixed for the entire duration of the contract period and shall be computed based on contracted energy.
	Variable O&M in Php/kWh	No Take-or-Pay (Based on actual energy delivered)
	Fuel in P/kWh (As may be applicable)	No Take-or-Pay (Based on actual energy delivered) Inclusive of Fuel Handling & Freight Costs
Outage Allowance per Plant	Zero Outage Allowance, subject to the Replacement Power provision	
Replacement Power	The supplier shall provide replacement power in following cases, except during Force Majeure Events: 1. During any delay of the Start of Delivery of Supply; and 2. When its power plant is on scheduled or unscheduled outage to ensure continuity of supply in compliance with the cooperation period. The replacement power rate shall be the actual price of replacement power or the prevailing Wholesale Electricity Spot Market (WESM) rate, whichever is lower, but shall not exceed the Energy Regulatory Commission (ERC)-approved tariff. Replacement power shall be the obligation of the Supplier. In the event of failure by the Supplier to provide the replacement power, the DU shall be allowed to source the replacement power at the expense of the Supplier.	
Force Majeure	The DU and the Winning Bidder shall agree on the Force Majeure events, as defined in the PSA, and establish the action plans to be followed by both Parties which shall also be incorporated in the PSA. In the event of force majeure, the affected Party shall be excused from the performance of obligations and shall not be considered to be in default in respect of any obligation under the PSA for so long as failure to perform such obligation shall be due to an Event of Force Majeure. The Buyer/Off-taker shall adhere to the responsibilities under the Power Supply Agreement (PSA). The DU shall not be required to make payments for any of the following: 1. Capacity that is unavailable; and 2. Capacity that it cannot accept.	
Regulatory Approvals	The DU and the Winning Bidder shall file with the ERC the joint application for the approval of the PSA in accordance with ERC Rules in thirty (30) calendar days after confirmation of the Notice of Award. The Winning Bidder shall provide for the legal services of the joint application with full support from the DU. The Supplier to shall make the necessary adjustments in accordance with the directive of the ERC. Downward adjustment in the rates shall not be a ground for the termination of the contract and the DU should not be made to shoulder the incremental difference.	

CRITERIA	REQUIREMENT
Dispatch by Utility	The DU shall have the right to dispatch the power plant up to its dependable capacity following the dispatch protocol in accordance with the economic merit order.
Grounds for Termination	The DU shall have the right to terminate the contract under the following instances: 1. Unexcused or failure of Supplier to comply with its material obligations under the contract, including but not limited to the failure of the Supplier to comply with its obligation to deliver the guaranteed capacity from its own plant at target delivery date; 2. Supplier ceases or discontinues the delivery of electricity for a period of six (6) months from its own plant, except in instances allowed under the Agreement; 3. In the event that a law, court order, or decision by a court of competent jurisdiction makes it unlawful for Supplier to supply and deliver electricity to DU or perform any or all of its obligations under the Agreement, or DU to accept delivery of electricity from Supplier or perform any or all obligations under the Agreement; 4. In the event that Force Majeure occurs that prevents DU from receiving or Supplier from delivering electricity at the delivery points for a period in excess of six (6) consecutive months; 5. If no satisfactory solution is reached by the parties when a Change of Law, Change of Circumstance results to (a) any additional charges, fees, taxes, duties, assessments, or other similar amounts become payable, (b) DU is no longer permitted to pass through to its customers any charges, fees, taxes, assessments, or other similar amounts, or (c) DU is no longer permitted to pass through to its customers any amount that it is permitted to pass through as of the date of the Agreement; and 6. Other grounds detailed in the Power Supply Agreement.
Penalties	The DU shall have the right to impose penalties whenever Supplier fails to comply with its obligations within the cure period stated in the PSA under the following circumstances: 1. Payment of damages upon contract termination based on valid grounds; 2. Payment of penalties when Supplier has prolonged outages of more than six (6) months; 3. Failure to provide replacement power; 4. Delay in Commercial Operation Date (COD); 5. Failure of power delivery; and 6. Other grounds detailed in the Power Supply Agreement. The following are the consequences of Event of Default: 1. Either DU or Supplier may initiate termination if the other party is unable to remedy its default within the cure period; and 2. Parties shall arrange Replacement Contracts. Party in default shall pay the price difference of the PSA and the Replacement contract until such time that the DU is able to enter into another contract with a power supplier. The non-defaulting Party may terminate the PSA subject to prior notice which shall not be less than thirty (30) calendar days.

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CRITERIA	REQUIREMENT
Bid Security	Equivalent to three (3) months of the contract cost
Reduction in Contract Capacity	The Contract Capacity and Contract Energy shall be reduced proportionately among all power suppliers, equivalent to the reduction in the demand of Negros Power by reason of the implementation of Retail Competition and Open Access, the Renewable Energy Act of 2008, or other relevant laws and legal requirements.
Bid-Processing Fee	PhP 300,000.00 (non-refundable, inclusive of VAT and subject to EWT)

3. Expression of Interest

Interested bidder (the “Prospective Bidder”) shall submit its Expression of Interest comprising of the following documents:

- a. 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 “Expression of Interest Documents.”]

4. Instructions to Bidders

Prospective Bidders shall submit the Expression of Interest Documents together with the Bid Processing Fee to receive the Bidding Documents and participate in the Pre-Bid Conference. The Bid Processing Fee shall be One Hundred Thousand Pesos (PhP300,000.00) for the 20 MW Baseload Requirement and shall be paid through Fund Transfer. For fund transfer details, Prospective Bidders may contact the TPBAC Secretariat at cspsecretariat@negrospower.ph.

For purposes of expediency, the Prospective Bidders may be allowed to submit a scanned copy of the Expression of Interest Documents via email, provided that proof is submitted that the physical documents have been mailed to Negros Power. Prospective bidder shall submit the Expression of Interest Documents Templates for Expression of Interest, Non-Disclosure Undertaking, and Written Acceptance of the TOR are made available in Negros Power’s website – www.negrospower.ph.

The TPBAC shall hold the Pre-Bid Conference open to CSP Observers and Prospective bidders who will submit their Expression of Interest. Only the Bidders’ authorized representative/s indicated in the Expression of Interest are allowed to participate in the Pre-Bid Conference (and the Bidding Process), together with the CSP Observers invited by the TPBAC. The TPBAC shall issue a Final Instruction to Bidders after the consolidation of comments and clarification on the conduct of the bidding at least fourteen (14) days prior to the deadline of submission of bids.

The deadline for the submission of the Bids will be on **August 29, 2025**. Bidders shall submit two (2) copies

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of their bids (Original and 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 Eligibility Requirements (Legal Requirements and Technical Requirements) and the second shall contain the financial component of the bid.

Bidders are responsible for ensuring that the hard copies of their Bids are physically 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 as guarantee that the successful bidder shall, within thirty (30) calendar days from receipt of the notice of award, enter into contract with Negros Power.

5. Indicative Schedule

EVENT	DATE
Invitation to Bid 1	July 15, 2025
Invitation to Bid 2	July 22, 2025
Availability of Bid Documents	July 15 – August 8, 2025
Deadline for Submission of Comments and Questions	August 9, 2025
Pre-bid Conference	August 11, 2025
Issuance of Final Instruction to Bidders	August 15, 2025
Deadline for Submission of Bid	August 29, 2025, 11:00 AM
Opening of Bids	August 29, 2025, 1:30 PM
Post-Qualification	August 29 – 31, 2025
Recommendation to the Board for Awarding of Contract	September 3, 2025
Issuance of Notice of Award	September 5, 2025
Signing of PSA	September 25, 2025
ERC Pre-Filing	October 10, 2025
ERC Filing for Approval of PSA	October 25, 2025

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, Negros Power Electric Corp., The Row, Lacson Street, Brgy. Bata, Bacolod City.

For further information, please refer to:

NIEL V. PARCON

Chairperson, Third-Party Bids and Awards Committee
Negros Electric and Power Corp.
The Row Lacson Street, Brgy. Bata,
Bacolod City

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**THIRD-PARTY BIDS AND AWARDS COMMITTEE
NEGROS ELECTRIC AND POWER CORP.**

By:

(SIGNED)

NIEL V. PARCON

Chairperson, TPBAC

June 27, 2025

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