



INVITATION TO BID

CONTRACT CAPACITY OF 400 MW (NET), EFFECTIVE 26 FEBRUARY 2024

Pursuant to the Department of Energy ("**DOE**") Department Circular No. DC2023-06-0021, Series of 2023 and Energy Regulatory Commission ("**ERC**") Resolution No. 16, Series of 2023, the Manila Electric Company ("**MERALCO**"), through its Bids and Awards Committee for competitive selection process for the procurement of power supply ("**BAC-PSA**"), hereby invites all interested and qualified parties (each, a "**Bidder**") to participate in the competitive bidding ("**Bidding**") in respect of the following proposed supply of electricity:

Terms of Reference Table ("**TOR Table**")

Contract Capacity	400 MW (net)
Bid Type	<ul style="list-style-type: none"> • Pay-as-Bid • The minimum Offered Contract Capacity per Bidder shall be at least 50 MW (net) • A Bidder shall submit a Bid Price indicating its Total Delivered Headline Rate ("Headline Rate"). • If the Bidders' total Offered Contract Capacities go beyond the required Contract Capacity (i.e., more than 400 MW), the Bidder that fills up the last stack (hereinafter referred to as the "Marginal Bid Offer") shall have its Offered Contract Capacity reduced accordingly up to the extent of the required Contract Capacity at its Proposed Tariff.
Operations Effective Date ("OED")	<ul style="list-style-type: none"> • The later between February 26, 2024 and ERC Approval
Required Contract Period	<ul style="list-style-type: none"> • From the OED until February 25, 2025
Nature of Power Supply Agreement ("PSA") and Plant Type	<ul style="list-style-type: none"> • Physical PSA • Baseload (firm and dispatchable), wherein each unit of the Plant must be capable of generating its rated capacity for twenty-four hours a day and seven days a week (24/7) • Nominated Power Plant/s must be technically capable of producing the entire Offered Contract Capacity • Single or Portfolio of Plants

<p>Bid Price/Tariff Structure of Contract Price</p>	<ul style="list-style-type: none"> • Two-part Tariff consisting of Fixed and Variable Costs (inclusive of separate line item proposal for Line Rental cap) shall comply with the following requirements: <ul style="list-style-type: none"> a. Capital Recovery Fee component of the Tariff should be fixed for the Required Contract Period and in PhP/kW-month; <i>provided</i> that, Bidder: (i) shall not offer Capital Recovery Fee higher than the latest ERC-approved rate/s in its agreements with other offtakers for the same Plant, and (ii) shall submit an undertaking to that effect. b. Fixed O&M Fee Dollar and/or Peso component of the Tariff should be fixed for the Required Contract Period and in USD/kW-month and/or PhP/kW-month, respectively. c. Variable O&M Fee Dollar and/or Peso component of the Tariff should be fixed for the Required Contract Period and in USD/kWh and/or PhP/kWh, respectively. d. For purposes of evaluation in this bidding, the Bidder shall submit either of the following: (a) Latest three (3)-month average actual landed fuel cost of its Nominated Power Plant/s inclusive of supporting documents (<i>i.e., actual invoices from its fuel supplier/s</i>); or (b) Forecasted landed fuel cost. Upon implementation where the Winning Power Supplier provided "(a)", Fuel Cost component will be treated as a full pass-through and shall be based on the actual landed fuel cost (<i>i.e., supported by actual invoices from fuel supplier/s</i>) and in USD/kWh and/or PhP/kWh. In the event however that Bidder chose to submit "(b)" and is declared the Winning Power Supplier, such forecasted landed fuel cost shall be used as basis of its fuel cost, which shall not be subject to escalation during the Required Contract Period (<i>i.e., Bidder cannot pass-through its actual landed fuel cost</i>). • No Take-or-Pay on Variable Costs, which includes Variable O&M Fee and Fuel Cost • Separate line item proposal for monthly Line Rental cap, as proposed by Bidder, which shall be fixed during the Required Contract Period but not exceeding PhP0.3000/kWh • Separate line item proposal for the Bidder's Value Added Tax (VAT) rate that is applicable to its Offered Contract Price • Subject to Material Adverse Government Action, the
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	<p>VAT status declared by the Bidder upon submission of its Bid is binding upon the said Bidder for the Required Contract Period of the PSA. For clarity, if the VAT status of the Bidder changes in the future for reasons other than Material Adverse Government Action, then costs resulting from such change cannot be passed on to consumers.</p>
Payment Modalities	<ul style="list-style-type: none"> • Mode of Payment: All payments by MERALCO shall be made by wire transfer of cleared funds to such account/s as Power Supplier may notify in writing. • Currency of Payment: Philippine Peso (PHP) and, for any tariff structure component in US Dollar (USD), in USD. • Billing Period: <ul style="list-style-type: none"> (i) The period from and including the OED until the twenty-fifth (25th) Day of the calendar month when the OED occurs, or if the OED occurs after the twenty-fifth (25th) Day of the calendar month, the Billing Period is from such date until the twenty-fifth (25th) Day of the next calendar month; (ii) Each successive period ending on the twenty-fifth (25th) Day of each successive calendar month thereafter; and (iii) For the final Billing Period, the period starting immediately after the end of the next to last Billing Period of the Required Contract Period to the last Day of the Required Contract Period, or if the PSA is terminated earlier in accordance with its terms, from the twenty-sixth (26th) Day of the calendar month preceding the calendar month in which the PSA is terminated until the Day of termination. • Prompt Payment Discount: Power Supplier shall propose/extend discount to MERALCO based on the non-fuel fee (sum of Capital Recovery Fee, Fixed O&M Fee and Variable O&M Fee, if applicable) in case of MERALCO's prompt payment. Percentage (%) of discount and days to be considered as prompt payment to be proposed by Power Supplier.
Technical Parameters	<ul style="list-style-type: none"> • Separate Delivery Points for each power plant generating unit as registered with the WESM. For clarity, the Delivery Points should be interconnected with the Luzon, Visayas or Mindanao grid upon OED and able to export power to the Luzon grid upon OED. • If multiple units, minimum of 50 MW (gross) per unit and should have the same fuel type

	<ul style="list-style-type: none"> From February 26, 2024 and for the duration of the PSA, no capacity and electrical output within the Contract Capacity shall be contracted under an agreement apart from the PSA resulting from this bidding.
Outage Allowances ("OA")	<ul style="list-style-type: none"> No Outage Allowance
Supply and Replacement Power	<ul style="list-style-type: none"> Power Supplier shall ensure 100% availability of the Contract Capacity for all hours. Supply shall primarily be sourced from the Plant, provided that when the Plant is not capable of delivering a portion of or the entire Contract Capacity, the procurement of any Replacement Power shall be the responsibility of the Power Supplier. The rates to be charged for the procurement of Replacement Power shall be a) the actual price of the Replacement Power; or b) the approved rate for the PSA ("Price"), whichever is lower. In the event of failure by the Power Supplier to provide the Contract Capacity and/or Associated Energy, MERALCO shall be allowed to source Replacement Power from WESM at the expense of the Power Supplier. If the WESM price for the replacement power is higher than the Price, Power Supplier shall reimburse MERALCO the difference between (i) WESM price and (ii) the Price, plus all relevant transaction cost and taxes. If the WESM price for the replacement power is lower than the Price, MERALCO shall not be liable to Power Supplier for the difference between WESM price and the Price. If the Power Supplier cannot provide supply of power from its Nominated Power Plant/s or portfolio of Plants, WESM, or any other source, Power Supplier shall pay a fine equivalent to Nine Hundred Eight Philippine Pesos (PHP908) multiplied by each MWh during a Day, which shall be used to reduce the generation charge to the consumers.
Force Majeure	<ul style="list-style-type: none"> An Event of Force Majeure shall mean any circumstance not within the reasonable control, directly or indirectly, of the Party affected, but only and to the extent: <ul style="list-style-type: none"> (a) Such circumstance, despite the exercise of reasonable diligence, cannot be prevented, avoided, or removed by such Party; and (b) Such event prevents such Party from performing its obligations under the PSA.

	<ul style="list-style-type: none"> • The affected Party shall be excused from performance to the extent affected by, and shall not be considered to be in default in respect of, any obligation under the PSA (including any obligations of MERALCO to pay the Contract Price) for so long as failure to perform such an obligation shall be due to an Event of Force Majeure. • In case of an Event of Force Majeure affecting Power Supplier, Parties may agree that Power Supplier shall make available the Contract Capacity and deliver the Associated Energy from WESM and/or any other source, and MERALCO shall pay Power Supplier at the Contract Price. For avoidance of doubt and notwithstanding any other provision of this Agreement, should the Parties decide not to exercise such option, MERALCO shall not be required to pay any Capital Recovery Fee and Fixed O&M Fee in respect of (i) any Contract Capacity and Associated Energy that is unavailable due to an Event of Force Majeure, or (ii) any Contract Capacity and Associated Energy that MERALCO cannot receive or deliver to its customers due to an Event of Force Majeure. In respect of (ii) in the foregoing sentence, Power Supplier shall not be required to supply MERALCO and may freely sell the Contract Capacity or the affected portion thereof to interested parties, including the WESM.
Grounds for Termination	<ul style="list-style-type: none"> • Event of Default • Non-Fulfillment of Conditions to Execution Date • Non-Occurrence of OED • Certain Events of Force Majeure • Expiration of Term • Material Adverse Government Action, without prejudice to prior exercise of available remedies under the PSA <p>Termination of the PSA, except when due to expiration of Term, shall be subject to ERC Approval.</p>
Liquidated Damages	<ul style="list-style-type: none"> • Upon the occurrence of an Event of Default ("EOD"), the non-defaulting Party shall be entitled to liquidated damages, in lieu of all other damages to which it may be entitled in respect of such EOD, in the amount of One Hundred Thousand Pesos (PhP100,000.00) per MW per day of the Contract Capacity for the remaining Required Contract Period of the PSA.
Reduction in Contract Capacity	<ul style="list-style-type: none"> • The Contract Capacity and Associated Energy may be reduced equivalent to the reduction in the demand of captive customers of MERALCO by reason of the

	implementation of Retail Competition and Open Access, the Renewable Energy Law, or other Laws and Legal Requirements.
Obligations of MERALCO	<ul style="list-style-type: none"> • MERALCO shall purchase from Power Supplier, to the extent of MERALCO's relevant day-ahead nominations, the Contract Capacity and Associated Energy.
Other Relevant Information	<ul style="list-style-type: none"> • All Bids shall be evaluated based on its Headline Rate at 100% plant capacity factor. • The Bidder's Headline Rate is subject to a pre-determined Reserve Price, which will only be revealed by the BAC-PSA to Qualified Bidders during the opening of the Bids.

In order to become an Interested Bidder and obtain a copy of the Bidding Documents in this Bidding, parties interested should submit, using the email of its authorized representative indicated in the Expression of Interest, a clearly scanned copy (.pdf file format) of an accomplished Expression of Interest, Confidentiality Undertaking and Acknowledgement and Consent Form for Data Privacy, in the form and substance made available on MERALCO's website <<https://company.meralco.com.ph/csp/ongoingbids>>, to the **BAC-PSA Secretariat** through its email address: **BACPSASecretariat@meralco.com.ph** **no later than 4:00 P.M. of 15 January 2024** ("Expression of Interest Deadline"). For this purpose, the subject of all email communications should start with "**400 MW CSP – [proceed to state subject matter]**" and the official time and date of receipt of the emailed submissions shall be the electronic time and date stamp of receipt by the BAC-PSA Secretariat's email. Upon the BAC-PSA Secretariat's receipt of said submission, it will electronically acknowledge the receipt thereof and proceed to evaluate if the submissions were properly made and is in accordance with the Terms of Reference Table. If the submissions are in order or found compliant, the BAC-PSA Secretariat will then send to the concerned party the payment instructions of the Participation Fee (defined below), which may include the bank account details for the cash, manager's check deposit, or online fund transfer payment, with instruction for the transmittal of the scanned copy (.pdf file) of the proof of payment (e.g. cash/manager's check deposit slip, or online fund transfer acknowledgment). After the BAC-PSA Secretariat's validation of MERALCO's receipt of the concerned party's proof of payment, the BAC-PSA Secretariat shall then transmit by email the corresponding scanned copy of the Official Receipt of the payment of the Participation Fee. This email will be accompanied by a link to a cloud-based online repository/folder containing its Bidding Documents, which shall be accessible and available only for that particular party through the registered email/s of its authorized representative/s indicated in its Expression of Interest and/or bidder-specific passwords.

Furthermore, in order to become an Interested Bidder and obtain a copy of the Bidding Documents, payment by cash, manager's check deposit, or online fund transfer of a non-refundable fee of the higher between **One Million Pesos (PHP1,000,000.00)** and **Twelve Thousand Pesos (PHP12,000.00)** multiplied by MegaWatt (MW) of Offered Contract Capacity, inclusive of VAT

*and net of creditable withholding tax ("Participation Fee"), **which must also be made no later than Expression of Interest Deadline.*** If an interested party is a zero-rated VAT entity or exempt from VAT, it shall pay the Participation Fee exclusive of VAT together with a copy of the certificate issued by the Philippine Economic Zone Authority ("PEZA") or the Board of Investments ("BOI") that the payment of Participation Fee by such entity is subject to zero percent (0%) VAT, or a copy of certification that the said entity has exemption under special laws or international agreements which effectively subjects the payment of Participation Fee to zero percent (0%) VAT.

After the Expression of Interest Deadline, Interested Bidders may increase their indicated Offered Contract Capacity and/or change their indicated Nominated Plant/s no later than **4:00 P.M. of 20 February 2024**, subject to the Interested Bidder's simultaneous payment of the additional proportionate Participation Fee and submission of a new Expression of Interest form reflecting the said change/s.

The BAC-PSA shall conduct a Pre-Bid Conference at **1:30 P.M. to 4:00 P.M. of 22 January 2024** through virtual video conferencing. Prior to the Pre-Bid Conference, Interested Bidders are requested to submit advance queries or requests for clarifications to the Bidding Documents **on or before 4:00 P.M. of 17 January 2024** to the BAC-PSA Secretariat through the following email address: BACPSASecretariat@meralco.com.ph and using the Bidder's queries/comments matrix template made available on MERALCO's website. The BAC-PSA shall consolidate the said advance queries and prioritize the discussion thereof during the Pre-Bid Conference, however, if time permits, the BAC-PSA may entertain and discuss additional queries raised by the Interested Bidders. Only the Interested Bidder's authorized representatives (not more than three (3) persons) indicated in the Expression of Interest are allowed to attend and participate in the Pre-Bid Conference, together with the invited CSP Observers.

In order to qualify to bid, an Interested Bidder shall submit to the BAC-PSA Secretariat, **on or before 9:00 A.M. of 27 February 2024** (the "**Bid Submission Deadline**"), by uploading to the cloud-based online repository/folder assigned to the Interested Bidder, three (3) separate and password-protected zip folder (.zip file) containing the scanned copies (.pdf file) of its (a) Qualification Documents (Envelope 1) to demonstrate its compliance with all the Legal and Financial Qualification Requirements; (b) Technical Proposal (Envelope 2); and (c) Bid Price (Envelope 3), which includes the **Bid Security equivalent to three (3)-month contract cost of the proposed PSA computed using the bid price offered by the Interested Bidder**. As part of the Bid Submission Deadline, **between 8:00 A.M. to 9:00 A.M. of 27 February 2024**, the Interested Bidder shall submit at the **Lobby, Lopez Building, MERALCO Center, Ortigas Ave., Pasig City** the Original Copy of all the said documents, including the latest original copy of the Expression of Interest, Confidentiality Undertaking and Acknowledgement and Consent Form for Data Privacy, all placed in a sealed box. Immediately after the Bid Submission Deadline, the BAC-PSA Secretariat shall begin to switch the Interested Bidder/s' ability to edit/write/upload to the cloud-based online repository/folder to the read-only mode and the original copies of all documents submitted may no longer be replaced.

Thereafter, the opening, assessment and evaluation of the said bid submissions will proceed at **9:30 A.M. of 27 February 2024**, through virtual video

conferencing, and will continue such opening, assessment and evaluation on such other day/s as may be determined by the BAC-PSA. During the opening of the bid documents, only when the Interested Bidder's name is called will it be instructed to email to the BAC-PSA Secretariat the password for the pertinent zip folder/file to be opened by the BAC-PSA. Only the Interested Bidders that timely and completely submitted their bid documents (represented by their authorized representative/s named in their Expressions of Interest) by the Bid Submission Deadline in accordance with requirements and conditions specified in the Instructions to Prospective Bidders are allowed to attend and participate in the opening of the bid documents, together with the invited CSP Observers.

Late submissions and requests for additional time shall not be accepted/allowed in all stages of the Bidding.

CERTIFICATION

As Chairman of Meralco's BAC-PSA, I hereby certify that this Invitation to Bid, including the Terms of Reference Table, were circulated and approved by the BAC-PSA at Pasig City, Philippines.

(sgd)

Lawrence S. Fernandez
Chairman

Contact Information:

Manila Electric Company (MERALCO) Bids and Awards Committee – Power Supply Agreements (BAC-PSA)

Attention: Atty. Raymond B. Yap, BAC-PSA Secretariat

Email: BACPSASecretariat@meralco.com.ph

CSP website: <https://company.meralco.com.ph/csp/ongoingbids>

Address: Lopez Building, Meralco Center, Ortigas Ave., Pasig City

Tel. No.: 16211 (trunkline)