



**NUEVA ECIJA 1 ELECTRIC COOPERATIVE INC.**  
**Brgy. Malapit San Isidro Nueva Ecija**

**TERMS OF REFERENCE**  
**SUPPLY of THREE (3) MEGAWATTS**

TERMS OF REFERENCE	DESCRIPTION	REQUIREMENT	NEA and DOE COMMENT	NEECO I COMMENT
Type of Contract	Firm <input checked="" type="checkbox"/> Base load	Renewable Power supplier that owns and operates existing and operational powerplant/s in the Philippines after the Renewable Act 2008 and were also included on the list of RE Facilities posted on DOE website ( <a href="https://www.doe.gov.ph/announcements/list-eligible-re-facilities-purposes-compliance-renewable-portfolio-standards-rps-grid">https://www.doe.gov.ph/announcements/list-eligible-re-facilities-purposes-compliance-renewable-portfolio-standards-rps-grid</a> ).  Power supplier with available capacity by December 26, 2019	General Comment: Details specified in the NEA TOR Template must be indicated in this TOR	
Contracted Capacity (MW)	THREE (3) MW	Based on the simulation made for our needed energy requirement for RPS.	Request for the RPS simulation submitted to the DOE	RPS Simulation submitted. The capacity to be contracted is additional capacity and at the same time must be compliant with RPS.
Contracted Energy (kWh per month or year)	No minimum energy off-take			
Contract Duration	The PSA shall take effect for a period of <u>Five (5) years</u> commencing on the Power Delivery Schedule of <u>December 26, 2020 to December 25, 2025</u> , unless earlier terminated in accordance with the provisions of the PSA.  *Note: Contract Duration was changed from Dec. 26, 2019 - Dec. 25, 2024 to <u>December 26, 2020 to December 25, 2025</u> . Please note that NEECO I opted to consider the one (1) year contract extension with NEECO I Current Power Supplier since GN Power will not be able to deliver NEECO I Power Supply Requirement by December 26, 2019.			
Power Delivery Schedule (MM/DD/YYYY)	December 26, 2020			
<b>Tariff Structure</b>  <b>(landed cost)</b>  Landed cost refers to the final total generation cost to be billed to the EC inclusive of interconnection facilities, transmission charges, metering charges and any applicable indexation except on Capacity Fee  Note: Include all applicable discounts and derivation/formula for the computation of Capacity Fee and other rate components.	Shall be broken down into:			
	Capacity Fee ((PHP/KW/month)			
	Fixed O&M (PHP/KW/month)			
	Variable O&M (PHP/kWh)			
	Fuel Fee (PHP/kWh)			

TERMS OF REFERENCE	DESCRIPTION	REQUIREMENT	NEA and DOE COMMENT	NEECO 1 COMMENT
Outage Allowance per plant	Maximum of Seven Hundred Twenty Hours (720) or thirty (30) calendar days annual outage but with guaranteed supply at contract price during outages or lower than the ERC approved tariff.	Any unutilized allowed Scheduled and Unscheduled Outage allowances within a calendar year will not be accumulated for use during the succeeding years of the cooperation period.	Do we need to have breakdown of Scheduled and Unscheduled Outage?	Scheduled Outages- 480 hrs. Unscheduled Outages -240 hrs.
Force Majeure	Distribution Utility and the IPP shall jointly establish plans for operating the power plant during Force Majeure. Such plans shall include recovery from a local or widespread electrical blackout. The IPP shall comply with the Emergency procedures <u>and provide contingency plan if a force majeure occurs.</u>  The Electric Cooperative <u>shall not be required</u> to make payments for any of the following:  *Capacity that is unavailable  *Capacity that it cannot accept		Emergency Procedures can be detailed in PSA.	Noted.
Replacement Power	Replacement power rate should be equal or lower than the ERC approved tariff.  Replacement power shall be the responsibility of the supplier. But in the event of failure by the supplier to provide the contracted capacity, the EC shall be allowed to source the replacement power from other sources and the supplier shall shoulder any amount paid in excess of the approved ERC tariff.			
Currency	Price offer should be in the Philippine Peso			
Regulatory Approvals	The Power Supplier 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 EC should not be made to shoulder the incremental difference.			
Penalties	The EC shall list a set of penalties for the power supplier not limited to the following:  *Before and during Power delivery *Cost of foregone revenue and surcharge		Must be detailed in PSA since the DU has indicated the exact power delivery	Noted.
Ground for Termination of Contract	Either Party may terminate the Contract with immediate effect by serving written notice on the other Party in the event that the other Party breaches any provision of the Power Supply Agreement and fails to cure such breach within a period of thirty (30) days from receipt of notice of such breach.			
Source of Power	*Renewable Energy			

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Plant Capacity	The Bidder shall submit the details and specifications of its plant capacity			
Technical Specifications	The EC shall require technical specifications of power plant, which shall be useful on the EC during the actual plant operation.			
Eligibility Requirements	Years of experience of the supplier employing the same technology shall be at least Three (3) years. Certificate of Good performance / track record with the other customers shall be required.			
	Technical capability/qualification of technical staff and organizational structure shall be required.  * It is recommended to: provide instruction on the minimum technical and qualifications of the FIRM and the PERSONNEL that need to be met by the Bidder			
Performance Security	Bid Bond Two Hundred Sixteen Thousand Pesos (Php 216,000.00)  Performance Bond Five Hundred Forty Thousand Pesos (Php 540,000.00)		Basis for calculation	Bid Bond Computation: $(3000KW \times 30 \text{ days} \times 24 \text{ hours} \times \text{Rate } (5.00) \times 2\%$ Performance Bond Computation: $(3000KW \times 30 \text{ days} \times 24 \text{ hours} \times \text{Rate } (5.00) \times 5\%$
Other Terms and Conditions	As set out in the Power Supply Agreement			

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