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ISABELA I ELECTRIC COOPERATIVE, INC.

Victoria, Alicia
Isabela

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INVITATION TO APPLY FOR ELIGIBILITY AND TO BID

The Isabela-I Electric Cooperative, Inc. (ISELCO I) through its Third Party Bids & Awards Committee (TPBAC), is inviting all interested Power Suppliers that own and/or operate existing and operational power plants, and with available capacity of 19MW to apply for eligibility and to bid for the supply of 19 MW capacity and energy for a period of ten (10) years, commencing on the immediate 26th day of the month upon completion of condition precedents to supply and approval of the Energy Regulatory Commission (ERC).

Criteria for eligibility check, examination, and evaluation of bids and post qualification shall be in accordance with the NEA Procurement Guidelines and Simplified Bidding Procedures for Electric Cooperatives.

The schedule of TPBAC activities is as follows:

BAC Activities	Schedule	Venue
Issuance of Bid documents	June 23-29, 2021	Office of the TPBAC Secretary
Pre-bid Conference	June 30, 2021 @ 1 P.M.	Boardroom, ISELCO I Main Office Compound
Opening of Bids	July 14, 2021 @ 10 A.M.	Boardroom, ISELCO I Main Office Compound

Only those who purchased the Bidding Documents at a fee of Two Hundred Fifty Thousand Pesos (P250,000.00), shall be allowed to participate in the Pre-Bid Conference and raise or submit written queries or clarifications. For additional information and queries, please contact the TPBAC Secretary at mobile phone number 0915-133-4718.

Bidding will be conducted through an open competitive procedure using a non-discretionary pass/fail criterion as specified in the NEA Procurement Guidelines and Simplified Bidding Procedures for Electric Cooperatives.

ISELCO-I reserves the right to accept or reject any and all bids, declare a failure of bidding, and not award contract, for the best interest of the Cooperative without incurring any liability to the bidders.


ENGR. ABRAHAM C. BALINGUE
TPBAC Chairman



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INSTRUCTION TO BIDDERS

(Supply of 19MW Capacity and Energy for a Period of Ten (10) Years)

HISTORICAL BACKGROUND

With the Supreme Court *en banc Decision dated 03 May 2019 in the case entitled, "Alyansa Para Sa Bagong Pilipinas, Inc., vs. the Energy Regulatory Commission (ERC) et al., G.R. No. 227670"*, ruling that all Power Supply Agreements (PSAs) submitted by Distribution Utilities with the Energy Regulatory Commission (ERC) on or after 30 June 2015 must undergo a Competitive Selection Process (CSP), the Cooperative's 19MW Power Supply Agreement (PSA) with Isabela Power Corporation dated 20 April 2016, has been declared null and void

As a replacement for the above-mentioned voided Power Supply Agreement (PSA), and in order to minimize the exposure of the Cooperative to the Wholesale Electricity Spot Market (WESM) which has a volatile price, ISELCO-I has to procure the 19-MW capacity and energy from an existing and operational generating plant.

CRITERIA FOR ELIGIBILITY

The bidder must be compliant with hereunder Checklist of Requirements, as provided in the procurement Guidelines and Simplified Bidding Procedures for Electric Cooperatives (ECs), issued by the National Electrification Administration (NEA):

Envelope I

A. Legal Documents (Folder I)

1. Certified True Copy of DTI Business Name Registration/SEC Registration Certificate;
2. Valid and Current Mayor's Permit/Municipal License;



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3. BIR Certificate of Registration
4. Taxpayer's Identification Number;
5. BIR Value Added Tax Registration;
6. Statement that the bidder is not "blacklisted" or banned from bidding by the government or any of its agencies, offices, corporation or LGUs, and other private corporations or electric cooperatives; including non-inclusion in the Consolidated Blacklisting Report issued by the Government Procurement Policy Board, as provided in Section 69.4 of the IRR of R.A No. 9184;
7. Compliance with EO #398;
 - a. Proof of VAT payments for the past six (6) months;
 - b. Tax clearance from the BIR to prove bidder's full and timely payment of taxes to the government
 - c. A certification under oath from the bidder's responsible officers that the bidder is free and clear of all liabilities with the government.

B. Technical Documents (Folder 2)

1. Statement in matrix form of all ongoing and completed government and private contracts. It shall state whether each contract is:
 - a. Ongoing, completed or awarded but not yet started; within the relevant period, where applicable each contract should include the following:
 - i. The name of contract;
 - ii. Date of contract;
 - iii. Amount of contract and value of outstanding contracts;
 - iv. Date of delivery; and
 - v. End-user's acceptance, if completed
 - b. Similar or not similar in nature and complexity to the contract to be bid. For the procurement of goods, a contract shall be considered "similar" to the contract to be bid if it involves goods or related services of the same nature and complexity as those which are subject of the public bidding concerned
2. PCAB License (if applicable)



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C. Financial Document (folder 3)

1. Complete set of audited financial statements, stamped "received" by the BIR or its duly accredited and authorized institutions, for the immediately preceding year, showing, among others, the prospective bidder's total and current assets and liabilities;

Complete set of financial statement includes the following:

- a. Balance Sheet
 - b. Income Statement
 - c. Statement of Changes in Equity
 - d. Cash Flow Statement
 - e. Notes to Financial Statement
 - f. Statement of Management Responsibility for Financial Statement
2. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) or a commitment from a universal or commercial bank to extend to it a credit line if awarded the contract to be bid, in an amount not lower than set by the procuring entity, which shall be at least equal to ten percent (10%) of the Approved Budget for the Contract to be bid.

D. Class "B" Documents (Folder 4)

1. Valid joint venture agreement, in case of a joint venture. Each member of the joint venture shall submit the required eligibility documents; and
2. Letter authorizing, the TPBAC or its duly authorized representative/s to verify any or all of the documents submitted for the eligibility check
3. Notarized statement that each of the documents submitted in satisfaction of the eligibility requirements is an authentic and original copy, or a true and faithful reproduction or copy of the



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original, complete, and that all statement and information provided therein are true and correct.

II. ENVELOPE II (Bid Proposals)

A. Technical Proposal (Folder 1)

1. Bid Security as to form, amount and validity period
2. Authority of the Signatory
3. Confirming Statement on Delivery Schedule
4. Confirming Statement on Warranty being offered
5. Details of Technical Specification

B. Financial Proposal (Folder 2)

1. Bid Prices in the prescribed form

ISSUANCE OF BIDDING DOCUMENTS

Interested bidders must submit their Letter of Intent to the Third-Party Bids & Awards Committee (TPBAC). The bidder must send the scanned copy of the deposit slip for the Bidding Documents Fee. Upon receipt of the Deposit Slip, the TPBAC will send the scanned copy of the Bidding Documents through electronic mail.

PRE-BID CONFERENCE

A pre-bid conference should be conducted on **June 30, 2021** at 1:00 p.m before the deadline for the submission and receipt of bids on **July 14, 2021** at 10:00 a.m., and shall be conducted via video conference. All video conferences shall be recorded in a CD for reference and other authorized and lawful purposes. The pre-bid conference shall discuss among other things the eligibility requirements and the technical and financial components of the contract to be bid as stipulated in the Bid Documents. Attendance of the bidders to the pre-bid conference is required. Only those who have purchased the Bidding Documents shall be allowed to participate in the pre-bid conference and raise or submit written queries or clarifications.



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Conduct of Pre-Bid Conference

Attendees to the pre-bid conference are only the prospective bidders who have bought bid documents at a fee of Two Hundred Fifty Thousand Pesos (P250,000.00) or their authorized representative (authority must be duly notarized).

The secretariat shall take the minutes of the meeting and preferably videotaped; and made available to all participants not later than five (5) calendar days after the pre-bid conference.

Any statement made at the pre-bid conference shall not modify the terms of the bidding documents unless such statement is specifically identified in writing as an amendment or as Supplemental Bulletin.

Bidders who have submitted bids before the issuance of Supplemental/Bid Bulletin have to be informed in writing and allowed to modify or withdraw their respective bids.

Supplemental Bulletin by TPBAC must be issued not later than seven (7) calendar days before the deadline for the submission and receipt of bids.

The bids and the prospective bidders shall synchronize their time pieces in preparation for the scheduled bid opening. The TPBAC shall have an official timer.

RECEIPT/OPENING OF BIDS/PRE-QUALIFICATION

1. For purposes of determining the eligibility of bidders, the checklist of criteria stated above shall be required, using Non-Discretionary "Pass/Fail" Criteria;
2. In the opening of bids, the Two Envelope System shall be adopted;
3. All documents must be submitted in a ZIP file composed of two folders identified by a filename as Envelope 1 and Envelope 2.



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4. Envelope 1 containing the Class A and B documents segregatedly filed and labeled shall be opened in the following order:

- Folder 1 - Legal Documents
- Folder 2 - Technical Documents
- Folder 3 - Financial Documents
- Folder 4 - Class "B" Documents

2. Envelope 2

- Folder 1 - Technical
- Foder 2 - Financial

The submitted documents of each bidders shall be examined and checked to ascertain if the same are all present using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. Hence, bids that fail to include any requirement or are incomplete or insufficient shall be considered "failed"; otherwise, the first envelope shall be rated as "passed".

The second envelope (ENVELOPE 2) of the Bid Proposal of bidders that were rated failed or ineligible shall no longer be opened and should be returned to the bidder.

All Zip Files composed of Envelope 1 and Envelope 2 must be encrypted and passcode protected to ensure that all folders will be opened only upon the opening of bid when passcode be sent thru separate e-mail during the ongoing online bidding.

SUBMISSION OF ORIGINAL BIDDING DOCUMENTS

The bidders will be required to submit all the original documents to the TPBAC within three (3) days after the conduct of online receipt and opening of bids and submit the official receipt of courier through electronic mail to the TPBAC Secretary.



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TERM OF REFERENCE

	TERMS OF REFERENCE	REQUIREMENTS
1	Type of Contract	Non Firm _ Peaking
2	Technology	Open Technology
3	Contract Capacity	19 MW
4	Contracted Energy	No Minimum Energy Off-Take (MEOT)
5	Dependable Capacity	19 MW
6	Contracted Term	The PSA shall be for a period of ten (10) years commencing on the first day of the Commercial Operation Date, unless earlier terminated in accordance with the provisions of PSA
7	Target Delivery Date	<i>Immediate 26th day of the month upon completion of condition precedents to supply and approval of ERC.</i>
8	Tariff Structure (Landed Cost) <i>Unbundled to the ff.</i>	<i>Landed cost</i> refers to the final total generation cost to be billed to the EC inclusive of interconnection facilities, transmission charges, metering charges and any applicable indexations except on Capacity Fee.
	A) Capacity Fees (No Indexation) <i>(PHP/ KW/ month)</i>	Rationale of indexation including the sources, reference date and weight of indexation. Derivation of the formula for the charges shall be included.
	B) Variable O&M <i>(PHP/ kWh)</i>	
	C) Fixed O&M <i>(PHP/ kWh)</i>	
	D) Fuel Fee <i>(PHP/ kWh)</i>	



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	<p>E) Base Fee Adjustment Formula (if any) - Include the derivation of each component</p>	
9	<p>Outage Allowance per plant</p>	<p>Shall not exceed 480 hours total (20 days) for scheduled and 240 hours total (10 days) unscheduled outages per year. 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. Likewise, if unutilized, allocated unscheduled outages cannot be credited to scheduled outages and vice versa.</p>
10	<p>Force Majeure</p>	<p><i>ISELCO 1 and the winning bidder shall determine the Force Majeure events (including epidemic/pandemic), and establish the action plans to be followed by both Parties.</i> For the duration of the agreement, when ISELCO 1 will not be able to receive electricity at the receiving point due to Force Majeure, ISELCO1 shall not pay for fixed charges <i>such as Capital Recovery Fee and Fixed Operation and Maintenance Fee.</i> ISELCO1 shall not be required to make payments for any of the following: Capacity that is unavailable and Capacity that it cannot accept due to a Force Majeure event. Power Supplier shall establish plans for operating the power plant during Force Majeure. Such plans shall include recovery from a local or widespread electrical blackout. The Power Supplier shall comply with the Emergency procedures and provide contingency plan if a force majeure occurs.</p>





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11	Replacement Power	<p><i>The Supplier shall be responsible to provide replacement power in the following cases, except for Force Majeure Events:</i></p> <p><i>a) During any delay of the Start of Delivery of Supply; and</i></p> <p><i>b) When its power plant is on scheduled or unscheduled outage to ensure continuity of supply in compliance with the cooperation period.</i></p> <p><i>Recovery of replacement power should be based on ERC-approved rate. If said ERC-approved rate is lower than the existing rate, the difference should be translated to lower the actual rate passed on to the consumers.</i></p> <p>Replacement power shall be the obligation of the supplier. In the event of failure by the supplier to provide the replacement power, ISELCO I shall be allowed to source the replacement power at the expense of the supplier.</p>
12	Currency for the Offer	<p>Offer shall be in PHP/ kwh only. Reference month and year must be specified in the computation of the offer price.</p>
13	Regulatory Approvals	<p><i>ISELCO 1 and the winning bidder shall file with the ERC the joint application for the approval of the PSA in accordance with the ERC Rules in thirty (30) calendar days after Notice of Award.</i></p> <p>The Power Supplier shall make the necessary adjustment 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. All applicable fees relating to the application for approval of the PSA with ERC shall be for the account of the Power Supplier.</p>
14	Changes on the Contracted Capacity	<p>ISELCO1 shall be allowed to reduce the contracted capacities equitably among its power suppliers if affected by the reduction in demand of its captive customer due to the implementation of the Retail Competition and Open Access.</p>
15	Security Deposit	None





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<p>16</p>	<p>Penalties</p>	<p>Failure of the SELLER to supply electric energy to Isabela I Electric Cooperative, Inc. (ISELCO 1) in accordance with the prescribed standards and/or the provisions of the Power Supply Contract, the SELLER shall be liable to actual, reasonable, and documental damages directly arising from the SELLER'S default or breach of the Contract, except when such failure is caused by the SELLER'S bad faith, gross negligence, or malicious intent, in which case, the SELLER shall be liable for any loss of profits or any other indirect punitive, incidental or consequential cost, expense or damage suffered by ISELCO1.</p> <p><i>The Supplier shall be penalized (monetary, etc.) in case of the following events and circumstances;</i></p> <ul style="list-style-type: none"> • <i>Delay in Commercial Operation Date;</i> • <i>Failure of delivery of power;</i> • <i>Failure of provision of replacement power;</i> <i>and</i> • <i>Other violations under the resulting PSA.</i>
<p>17</p>	<p>Grounds for Termination of Contract</p>	<p><i>The grounds for termination shall be discussed by ISELCO 1 and the winning bidder.</i></p> <p><i>Circumstances as grounds for termination of the PSA:</i></p> <p><i>The Buyer/Off-taker may terminate the Agreement by written notice to the Supplier in cases of:</i></p> <ul style="list-style-type: none"> a) <i>Events of default;</i> b) <i>Expiration of Term and or Upon Mutual Agreement;</i> c) <i>Non-fulfilment of conditions for effective date;</i> d) <i>Non-occurrence of Commencement Date or Commercial Operation Date;</i> e) <i>Events of Force Majeure; and</i> f) <i>When the Supplier fails to supply for a period of Sixty (60) days for reason wholly attributable to its fault and/or negligence, provided that, the Supplier fails to take reasonable actions or remedies to solve its inability to deliver capacity and energy.</i>





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		<p>The Supplier may terminate the Agreement by written notice to the Buyer/Off-taker when the Buyer/Off-taker:</p> <p>a) Discontinue operations;</p> <p>b) Declares bankruptcy; or</p> <p>c) Any financial obligation of the Customer is not paid when due within any applicable grace period.</p>
18	Source of Power	Open Technology
19	Plant Specifications	<p>The Power Generating Plant must be ready to deliver anytime upon the ERC's approval of PSA. The bidder shall also submit Plant Details and Technical Specifications.</p>
20	Eligibility Requirements	<p>Certificate of Good performance / track record with other customers is required;</p> <p>If Bidder is under partnership or consortium, it must present an agreement showing that they are jointly and severally liable in this Bidding and the resulting PSA;</p> <p>Bidders to submit Certificate of Compliance issued by the ERC;</p> <p>Technical capability/qualification of technical staff and organizational structure shall be required;</p> <p>Power supplier that owns and/or operates existing and operational power plants;</p> <p>and Power supplier with available capacity of 19MW on the immediate 26th day of the month upon completion of condition precedents to supply and approval of ERC.</p>
21	Plant Location	Within Luzon Grid





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22	Other Terms and Conditions	All permits and compliances such as DOE Service Contract, Certificate of Commerciality, ECC, NCIP Certificate, and LGU endorsements for construction, must be secured not later than the scheduled opening of bids.
		The supply shall be drawn solely from the Nominated Plant. However, the Replacement Power may be drawn from other Plants.

DELIVERY SCHEDULE

The supply of 19 MW capacity and energy shall commence on the immediate 26th day of the month upon completion of condition precedents to supply and approval of ERC.

BID SECURITY

Required Bid Security are the following:

Form of Security	Amount
1) Cash, Cashier's Check Manager's Check, Bank Draft	Php18,136,301.04
2) Bank Guarantee (from a universal And/or Commercial bank)	Php22,670,376.38

PERFORMANCE SECURITY

To guarantee the faithful performance of the winning bidder of its obligations under the contract prepared in accordance with the bidding documents, it shall post a performance security upon the signing of the contract.





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Form of Security

Amount

1. Cash, Cashier's Check, Manager's Check, Bank Draft, Irrevocable Letter of credit
5% of Contract Price
2. Bank Guarantee
(from a universal and/or commercial bank)
10% of Contract Price

Refund of Performance Bond shall be made a month after the delivery date of the contracted capacity and dispatchable energy.

BID EVALUATION

After determining compliance with the requirements in the first envelope, the second bid envelope (Envelope 2) of each remaining eligible bidder whose first bid envelope (Envelope 1) was rated "passed" shall forthwith be opened in the following order:

Envelope 2

Folder 1 - Technical
Folder 2 - Financial

The bidder whose technical bid proposal passed the technical requirements and specifications shall be rated as "passed", after which Folder 2 of the second envelope containing the financial proposal shall be opened.

In the evaluation of bids, the TPBAC shall evaluate all bids on an equal footing to ensure fair and competitive bid evaluation. For this purpose, all bidders shall be required to include the cost of all taxes such as but not limited to Value Added Tax (VAT), income tax, local taxes, and other fiscal levies and duties shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including taxes, shall be the bases for bid evaluation, comparison and for determining the LOWEST CALCULATED BID.



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Bids shall then be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, and other bid modifications to identify the "Lowest Calculated Bid".

The bid which is determined to be the Lowest Calculated Bid shall be subjected to post qualification.

In case of discrepancies:

- | | | |
|---|---|---|
| 1) Figures against word | - | words shall prevail |
| 2) Total price per item against-price per item multiplied by the quantity | | price per item multiplied by the quantity shall prevail |
| 3) Stated total price against - Actual sum of prices of Component items | | actual sum of prices of component shall prevail |
| 4) Unit cost in the detailed Estimate against unit cost in bill of quantities | - | unit cost in its bill of quantities shall prevail |

POST-QUALIFICATION

The stage where the bidder with the Lowest Calculated Bid undergoes verification and validation whether he has passed all the requirements and conditions as specified in the Bidding Documents.

If the Lowest Calculated Bid failed in the post-qualification, the TPBAC shall proceed with its post-qualification process to the next Lowest Calculated Bid until a responsive bid shall have been determined.

AWARD OF CONTRACT

The TPBAC shall recommend to the EC Board through the General Manager the award of contract to the LOWEST CALCULATED RESPONSIVE BID.



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After Board approval, the bidder with the Lowest Calculated Responsive Bid shall post a performance security.

CONTRACT SIGNING

Within twenty (20) calendar days from the receipt of Notice of Award and posting of performance security by the bidder with the "Lowest Calculated Responsive Bid".


LIQUIDATED DAMAGES

A liquidated damages of at least equal to 1/10 of 1% of the cost of the contract for every day of delay.

Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the contract shall be rescinded without prejudice to other courses of action and remedies to be undertaken.

SPECIAL CONDITIONS

1. ISELCO I reserves the right to amend, revise, modify, or clarify the bid documents prior to the date of the opening of bids. Such amendments, revision, modification, or clarifications, if any, will be made by supplemental notice; copies of which will be furnished to all prospective bidders.
2. Furthermore, ISELCO I reserves the right to accept or reject any and all bids, declare a failure of bidding and not award contract for the best interest of the cooperative without incurring any liability to the bidders.


ENGR. ABRAHAM C. BALINGUE
Chairman, TPBAC



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ATTY. CATHERINE MAY L. ALBERTO
Vice-Chairman


MS. AGNES C. AMBROSIO
Member


ATTY. RICHARD V. GOMEZ
Member


PHILIP JOHN ENRICO L. GONZALES
Member

