



CAMARINES SUR II ELECTRIC COOPERATIVE, INC. (CASURECO II)

Del Rosario, Naga City
Contact #: 09175141199 - Globe 09189918512 - Smart Tel # 205-2900

INVITATION TO BID

The Camarines Sur II Electric Cooperative, Inc. invites all interested bidders to submit eligibility documents and bid for the supply of 20 MW Intermediate Power Supply Requirement for ten (10) years from March 26, 2023 to March 25, 2033 with Contracted Demand and Energy as specified in its Terms of Reference (TOR), subject to approval of the Energy Regulatory Commission (ERC), whichever comes later. Hence, contract terms shall be adjusted accordingly.

The scope of this Competitive Selection Process (CSP) are outlined in the Bid Documents to be provided to all interested bidders upon application addressed to the Chairman of the Third Party Bids and Awards Committee (TPBAC) c/o the Corporate Planning Services Department, CASURECO II, Del Rosario, Naga City, and payment of non-refundable fee of Three Hundred Thousand Pesos (P300,000.00), *VAT inclusive*, for the bidding documents.

ACTIVITIES	SCHEDULE (Date/Time)	VENUE
Publication of Invitation to Bid	March 15 & 22, 2023	General Circulation, Posting to DOE Portal and CASURECO II official website
Issuance of Bid Documents	March 29 – April 10, 2023 (9:00 A.M. – 4:00 P.M.)	CASURECO II Corporate Planning Office
Pre-Bid Conference	April 11, 2023 (1:00 P.M.)	CASURECO II Board Room
Issuance of Bid Bulletin and Final Instruction to Bidders	April 15, 2023	Posting to DOE Web Portal, CASURECO II website
Due Diligence of Proponent	April 20 – 26, 2023	CASURECO II Main Office
Deadline of Submission and Opening of Bid Proposals	May 3, 2023 (9:00 A.M. – deadline for Submission of Bids; 10:00 A. M. – Start of Opening of Bids)	CASURECO II Corporate Planning Office / CASURECO II Board Room
Evaluation of Submitted Bids	May 4 – 18, 2023	CASURECO II Board Room
Post-qualification of bidder	May 22 – 28 , 2023	CASURECO II Board Room
Issuance of Notice of Award	June 1, 2023	CASURECO II Board Room
Confirmation of BOD	June 6, 2023	CASURECO II Board Room
Final Evaluation of NEA	June 13 – 15, 2023	
Issuance of Notice to Proceed on Signing of PSA	June 21, 2023	
Signing of PSA	June 26, 2023	
Joint Filing to ERC	July 06, 2023	

Bidding will be conducted through a Competitive Selection Process (CSP) adopting the NEA Memorandum No. 2019-007 “Adoption of the Implementing Rules Regulations (IRR) of the Policy in the Conduct of the Competitive Selection Process of the Electric Cooperatives’ Power Supply Agreement”, pursuant to Department Circular No. DC 2018-02-003 issued by the Department of Energy (DOE) entitled “Adopting and Prescribing the Policy for the Competitive Selection Process in the Procurement by the Distribution Utilities of Power Supply Agreement for the Captive Market”. Likewise, Department Circular No. DC 2021-09-0030, “Amending Certain Provisions of and Supplementing Department Circular No. DC 2018-02-003 on the Competitive Selection Process in the Procurement by the Distribution Utilities of Power Supply Agreement for the Captive Market.”

The complete set of Bidding Documents may be purchased by interested bidders upon submission of Letter of Intent and payment through cash or Manager’s Check (*Account Name: CASURECO II*), of a non-refundable fee as stated above to the Third Party Bids and Award Committee (TPBAC) Secretariat.

The bidding activities shall be held on schedule as stated above at Camarines Sur II Electric Cooperative, Inc, Del Rosario, Naga City.

CASURECO II hereby reserves the absolute right to accept or reject any or all bids, and to accept such bid as maybe considered advantageous to the Cooperative or annul the bidding process and not award the contract at any time prior to the contract award without incurring any liability to any bidder or party. Further, CASURECO II assumes no obligation to compensate any bidder or party for any loss or expense incurred.

The CSP Schedule may be revised by CASURECO II without prior notice, however, bidders will be notified accordingly of the changes or modifications through Supplemental Bid Bulletins.

For further information, please refer to:

TPBAC Secretariat	: Ms. Rianne Patricia Lee
Address	: Camarines Sur II Electric Cooperative, Inc (CASURECO II) Maharlika Highway, Del Rosario, Naga City, 4400 Philippines
Telephone No.	: (054)205-2900 local 2008
E-mail	: casureco2tpbac@gmail.com
cellphone number	: +639690262535
Website	: www.casureco2.com.ph



TERMS OF REFERENCE

POWER SUPPLY INTERMEDIATE REQUIREMENTS (20 MW)

A. GENERAL INFORMATION

1 NAME OF UTILITY:	CAMARINES SUR II ELECTRIC COOPERATIVE, INC. (CASURECO II)	4. PRE-REQUISITE FOR TOR SUBMISSION	DATE
2 AREA TO BE SERVED	<input checked="" type="checkbox"/> Grid <input type="checkbox"/> Off-Grid <input type="checkbox"/> Both Grid and Off-Grid	DOE Approval of TPBAC Selection	Nov 20, 2018
		NEA Endorsed DDP to DOE (Current Year)	2021
		NEA Endorsed PSPP to DOE (Current Year)	2021
		NEA issuance of Notice to Proceed (for ECs)	Feb. 24, 2023
3 CURRENT YEAR OF FILING	2022	5. TARGET DATE OF PUBLICATION:	Mar. 15 & 22, 2023

B. REQUIREMENTS

1. GENERAL SUPPLY DESCRIPTION

1.1 Purpose of Procurement

<input checked="" type="checkbox"/>	As scheduled in the PSPP
<input type="checkbox"/>	Emergency Power
<input type="checkbox"/>	For RPS Compliance

1.2 Supply Type

<input checked="" type="checkbox"/>	Firm
<input type="checkbox"/>	Non-Firm

1.3 Supply Side

<input type="checkbox"/>	Baseload
<input checked="" type="checkbox"/>	Mid-Merit
<input type="checkbox"/>	Peaking
<input type="checkbox"/>	Load Following(Non-firm only)
<input type="checkbox"/>	Escalating Capacity (Non-firm only)

2. TERMS OF SUPPLY SERVICES

2.1 Contract Capacity: 20MW _____ MW/year
20% - 70% utilization factor _____

With Breakdown by Period? Yes (attach details as Annex "A") No
% of Contract capacity per interval based on minimum loading requirements.

2.2 Contract Energy: _____ MWh/year

With Breakdown by Period? Yes (attach details as Annex "A") No

2.3 **Delivery Period:** 10 years Inclusive Dates From Mar. 26, 2023 To Mar. 25, 2033
 (Optional): (mm/dd/yyyy) (mm/dd/yyyy)

2.4 **Conditions Precedent to Start of Supply**

- a. ERC approval of the PSA or issuance of Provisional Authority prior to start of supply
- b. Security Deposit is not required
- c. CASURECO II shall not be obligated to procure the monthly contracted energy during event of force majeure.

3. **SOURCE OF POWER**

- 3.1 Open to all Types of Technology
- 3.2 Open to Existing, Currently Under Construction or New Plant as long as the Nominated Plant complies with the delivery date.
- 3.3 Any technology that is duly approved and in compliance with the rules and regulations of DOE and ERC.

4. **TRANSMISSION SERVICE**

Bidder shall be responsible for arranging with the National Grid Corporation of the Philippines (“NGCP”) or its successor concessionaire for the wheeling of the Plant’s output from the Plant through the grid to CASURECO II substations. Any and all line rental charges, transmission fees, imbalance charges, ancillary services fees, and other similar charges and expenses shall be for the account of and paid by CASURECO II.

5. **DELIVERY POINT**

LOCATION	DELIVERY VOLTAGE	METER NAME
Del Rosario Sub Station	69 kV	MF3MNLUCAS205
Naga Sub Station	69 kV	MF3MNLUCAS201
San Felipe Sub Station	69 kV	For Energization
Pili Sub Station	69 kV	MF3MNLUCAS202
Calabanga Sub Station	69 kV	MF3MNLUCAS206
Tinambac Sub Station	69 kV	MF3MNLUCAS207

6. **COST AND TARIFF STRUCTURE**

- 6.1 The bidder shall specify both its levelized Capacity Payment Offer in PhP/kW/month and Energy Payment Offer in PhP/kWh in its bid proposal.
- 6.2 The Bidder shall provide the detailed calculation of its payment offers including formula and references. All cost items such as capital cost, fuel, and other operation and maintenance costs shall be itemized and

classified into Fixed Cost and Variable Cost as may be applicable.

- Fixed Cost
 - Capital Cost
 - Operation and Maintenance
- Variable Cost
 - Operation and Maintenance
 - Fuel Cost

6.3 Bidder shall also specify all other applicable charges incorporated in its payment offers such as but not limited to government taxes specific for or depending on the type of their nominated plant, whether conventional or renewable energy plant.

6.4 Bidder shall specify its Total Landed Generation Cost in PhP/kWh covering items 6.2 and 6.3, and shall serve as Financial Bid Price.

6.5 Reserve Price shall be disclosed during opening of bids. All Financial Bid Price exceeding the Reserve price shall be disqualified.

6.6 Capacity payment shall only be paid when the capacity is available on the particular billing period.

6.7 No indexation or escalation on Capital Recovery Fee (CRF) is allowed.

6.8 Fixed O&M Fee shall be indexed on Philippine Peso

6.9 Variable O&M Fee shall be indexed on Philippine CPI

7. PAYMENT MODALITIES

7.1 Mode of Payment (check as applicable) Cash Manager's Check Others. Please specify Check Deposit

7.2 Currency of Payment: Philippine Peso

7.3 Billing Period: Monthly Quarterly Others. Please specify _____

7.4 Bidder shall specify its offer of prompt payment discount and other incentives to the DU in its bid proposal.

8. OUTAGE ALLOWANCE
No Outage Allowance.

9. REPLACEMENT POWER

The Bidder guarantees to supply the contracted energy, except for Force Majeure event. In the event that the Bidder is unable to supply, the Bidder must find Replacement Power for CASURECO II in whole or in part at its own discretion, to be charged at the Contract Price.

10 FORCE MAJEURE

10.1 A party shall be excused from performance and shall not be construed to be in default of any obligation hereunder or in the PSA so long as the failure to perform or delay in the performance of such obligation is due to an Event of Force Majeure. The party affected by an Event of Force Majeure shall take all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on such party's ability to perform its obligations and to mitigate the consequences thereof.

10.2 An Event of Force Majeure shall mean any event or circumstance not within the reasonable control of the party affected, but only if and to the extent that

(i) such event or circumstance, despite the exercise of reasonable diligence, cannot be or caused to be prevented, avoided or removed by such party and is not attributable to the negligence or will full misconduct of such party, and

(ii) such event materially affect the performance by the affected Party of its obligation of its obligations under his Agreement

(iii) such affected Party has given the other Party prompt notice describing such event, the effect thereof and the actions being taken in order to comply with this Agreement.

11 Technical Proposal

CASURECO II shall require technical specifications to ensure reliability and safety of its distribution system. Further details shall be stipulated in the Instruction to Bidders.

12. Security Deposit

The CASURECO II shall not be required to post security deposit.

13. REDUCTION OF CONTRACT CAPACITY

13.1 CASURECO II may reduce its Contract Capacity/ Energy equitably among its Power Suppliers on account that a captive customer falls under any of the following circumstances:

- a) Reduction of demand of the DU due to special circumstances beyond its control; and
- b) opt to transfer to other supplier due to RCOA and GEOP

- 13.2 Customer may assign, transfer, designate or allocate its rights and obligations to purchase a portion of Contract it no longer requires to:
- a) Any of its business segments without the prior consent of Power Supplier; or
 - b) Any affiliate or third party subject to the consent of Power Supplier
- 13.3 The consent by the Power Supplier shall not be unreasonably delayed or conditioned at the disadvantage of the DU.
- 13.4 Any reduction shall require approval of the ERC and must comply with applicable rules of competition set by the Government.

14. Currency

Price offer should be in Philippine Peso

15. BILLING PERIOD

26th of previous month to 25th of current month shall be considered as the billing period.

16. DISCOUNTS

The Bidder shall specify its offer of prompt payment discount and other incentives to CASURECO II in its Bid Proposal but shall not be form part of the cost evaluation.

17. REGULATORY APPROVAL

CASURECO II and the Winning Bidder shall file with the ERC the joint application for the approval of the PSA in accordance with ERC Rules in eight (8) calendar days after confirmation of the Notice of Award.

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 CASURECO II should not be made to shoulder the incremental difference.

18. Eligibility Requirements

The qualified Bidder shall have the following eligibility requirements, such as but not limited to:

- 18.1 Experience and competence of its personnel to manage and operate the nominated plant;
- 18.2 With available capacity by commencement date as specified in the PSA.
- 18.3 CASURECO II to consider Bidders Qualification provision below consistent with Annex B of the DOE Department Circular DC2021-09-0030.
 - 18.3.1 All forms of business organizations including Joint Ventures are encouraged to participate in the bidding process subject to applicable government licenses and permits.
 - 18.3.2 For Bidders using indigenous and RE power plants, the bidder must comply with

- the constitutional requirement for ownership.
- 18.3.3 The capacity offer of the bidder must be compliant with all the ownership limitations prescribed under EPIRA.
- 18.3.4 If Bidder is formed as a partnership, corporation, consortium, joint venture or any similar association for purposes of this CSP, it must present an agreement showing that the Bidder and all its partners, shareholders, joint venture, associates, as may be applicable, are jointly and severally liable to CASURECO II for any and all costs and obligations arising from this CSP and the resulting PSA.

Other details shall be indicated in the Instruction to Bidders.

19. GROUNDS FOR CONTRACT TERMINATION

- 19.1 Valid grounds for terminations are:
- Event of Default
 - Expiration of Cooperation Period
 - Failure to deliver power on Commercial Operation Date
 - Mutual agreement by both parties
 - Extended Force Majeure as agreed under the PSA.
 - Changes in the circumstances as agreed under the PSA

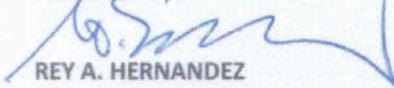
20. LIQUIDATED DAMAGES

In case of default which may lead to its pre-termination, the defaulting party shall pay the liquidated damages equal to prevailing one-year total contract cost.

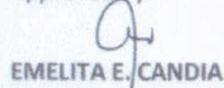
21. OBLIGATIONS OF THE DU

The DU shall provide assistance to the successful bidder in the processing of permits and similar requirements from all national agencies and local government units especially if the resulting PSA involves the construction of a new power plant.

Submitted by:


REY A. HERNANDEZ
TPBAC Chairman

Approved by:


EMELITA E. CANDIA
General Manager

ANNEX "A"
SCHEDULE OF CONTRACTED ENERGY
20 MW Intermediate Power Supply
March 26, 2023 to March 25, 2033

Billing Month	Period Covered	Contracted Demand	Year (kWh)			
			Regular Year		Leap Year	
			Minimum	Maximum	Minimum	Maximum
January	Dec 26 - Jan 25	20	2,976,000	10,416,000	2,976,000	10,416,000
February	Jan 26 - Feb 25	20	2,976,000	10,416,000	2,976,000	10,416,000
March	Feb 26 - Mar 25	20	2,688,000	9,408,000	2,784,000	9,744,000
April	Mar 26 - Apr 25	20	2,976,000	10,416,000	2,976,000	10,416,000
May	Apr 26 - May 25	20	2,880,000	10,080,000	2,880,000	10,080,000
June	May 26 - Jun 25	20	2,976,000	10,416,000	2,976,000	10,416,000
July	Jun 26 - Jul 25	20	2,880,000	10,080,000	2,880,000	10,080,000
August	Jul 26 - Aug 25	20	2,976,000	10,416,000	2,976,000	10,416,000
September	Aug 26 - Sept 25	20	2,976,000	10,416,000	2,976,000	10,416,000
October	Sept 26 - Oct 25	20	2,880,000	10,080,000	2,880,000	10,080,000
November	Oct 26 - Nov 25	20	2,976,000	10,416,000	2,976,000	10,416,000
December	Nov 26 - Dec 25	20	2,880,000	10,080,000	2,880,000	10,080,000
Total Annual Energy			35,040,000	122,640,000	35,136,000	122,976,000