



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

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

**THIRD PARTY BIDS AND AWARDS COMMITTEE
(TPBAC)**

**Competitive Selection Process (CSP) for the Procurement of
20 MW Intermediate Power Supply Requirement**

Bid Bulletin No. 2023-04
October 16, 2023

***SUBJECT : FINAL INSTRUCTIONS TO BIDDER AND SUPPLEMENTAL
BID BULLETIN***

Please find herein below the supplemental bid bulletin as final instruction to the bidders issued by the TPBAC pursuant to DOE DC No. 2018-02-0003 and DOE DC No. 2021-09-0030 Competitive Selection Process of CASURECO II's 20 MW intermediate power supply requirement for 10 years.

For your information and guidance.

Sincerely yours,


REY A. HERNANDEZ
TPBAC Chairman

**CAMARINES SUR II ELECTRIC COOPERATIVE, INC.
CASURECO II
Del Rosario, Naga City**

FINAL INSTRUCTION TO BIDDERS/SUPPLEMENTAL BID BULLETIN

Section	Provision	Amendment/Supplemental
Instructions to Bidders		
ITB A. Definition of Terms	Commercial Operation Date (COD) - means the commencement of commercial operations or the start of the delivery of electric energy by the Supplier to CASURECO II facilities.	Commercial Operation Date (COD) - means the commencement of commercial operations or the start of the delivery of electric energy by the Supplier to CASURECO II facilities, upon satisfying all the "Conditions Precedent" to start of supply.
ITB A. Definition of Terms	Conditions Precedent - refers to the requirements and conditions that must have been satisfied to achieve the Effective Date including:	Conditions Precedent - refers to the conditions that must have been satisfied to achieve the Commercial Operation Date, to wit: 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.
ITB A. Definition of Terms	Effective Date - refers to the effectivity of the power supply agreement which shall take effect upon the issuance of Notice to Proceed or on the date specified in the Notice to Proceed.	Effective Date - refers to the effectivity of the Power Supply Agreement (PSA) which shall take effect upon signing of the PSA of both parties.
ITB Section 11.A.ii	(ii) Articles of Incorporation and By-Laws	(ii) Articles of Incorporation and By-Laws, if Corporation, the Bidder may submit Articles of Incorporation and By-laws, and its amendments, if Partnership submit Articles of Partnership, and its amendments.
ITB Section 11.A.iii	(iii) DTT Registration and Securities and Exchange Commission (SEC) Certificate of Registration of the said Articles of Incorporation	(iii) DTT Registration and Securities and Exchange Commission (SEC) Certificate of Registration of the said Articles of Incorporation, a Registration Certificate or Recording from SEC may be submitted as long as the Bidder is not using other names in transacting its business.
ITB Section 11.A.x	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 (GPPB), as provided in Section 69.4 of the IRR-A No. 9184.	Notarized 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 (GPPB), as provided in Section 69.4 of the IRR-A No. 9184.

Section	Provision	Amendment/Supplemental
ITB 11A (viii)	Secretary's Certificate (Authorized Signatory).	Secretary's Certificate (Authorized Signatory) with attached Board Resolution.
ITB 11A (xv)		Omnibus Sworn Statement (please refer to Sample Forms)
ITB 11A (xvi)		Bid Form (please refer to Sample Forms)
ITB Section 11.B.IV	(IV) Certificate of Compliance (COC) issued by the ERC pursuant to the Guidelines for the issuance of COC for Generation Companies/Facilities	(IV) Certificate of Compliance (COC) issued by the ERC pursuant to the Guidelines for the issuance of COC for Generation Companies/Facilities; Certificate from ERC on the application of COC may be submitted in lieu of the COC.
ITB Section 11.B.V	Certification from Department of Energy (DOE) regarding Philippine Development Plan (PDP) or Certificate of Endorsement (CoE)	Certification from Department of Energy (DOE) regarding Philippine Development Plan (PDP) or Certificate of Endorsement (CoE), if applicable
ITB Section 11.C	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 bidders' total and current assets and liabilities.	Complete set of audited financial statements, stamped "received" by the BIR or its duly accredited and authorized institutions, or an E-mail confirmation in cases of online submission of Audited Financial Statement (AFS) from the BIR, for the immediately preceding year, showing among others, the prospective bidders' total and current assets and liabilities.
ITB Section 11.C	Company financial history, including previous experience with financing (equity and debt) of projects of the type.	Company financial history, including previous experience with financing (equity and debt) of projects of the type, and audited Financial Statements for the past three (3) years.
ITB Section 12.1.A.2	Authority of the Signatory	Authority of the Signatory, supported by a Board Resolution
ITB Section 17.1	The bid security, issued in favor of CASURECO II, shall be equal to the percentage of the Average Monthly Consumption of the Power Supply subject for bidding in accordance with the following schedule: Form of Bid Security / Amount of Bid Security a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank. - 2% of Average Monthly Consumption of the Power Supply subject for bidding b. Bank draft / guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank. Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. - 2.5% of Average Monthly Consumption of the Power Supply subject for bidding	The amount of Bid Security shall be issued in favor of CASURECO II, at a fixed value of Two Million Nine Hundred Thousand Pesos (Php. 2,900,000.00), in a form of: a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank, or b. Bank draft / guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank. Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.
ITB Section 17.3	No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period.	No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has posted the performance security.

Section	Provision	Amendment/Supplemental
ITB Section 17.4	Upon signing and execution of the Power Supply Agreement (PSA), and the posting of the performance security, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period.	Upon posting of the performance security, the successful Bidder's bid security shall be discharged.
ITB Section 30.2	Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security to CASURECO II.	Within fifteen (15) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security to CASURECO II.
ITB Section 31.2	The performance security shall be denominated in Philippine Pesos and posted in favor of CASURECO II in an amount equal to the Average Monthly Consumption in accordance with the following schedule: Form of Performance Security / Amount of Performance Security (a) Cash, Cashier's check, Manager's check, bank draft - 5% of Average Monthly Consumption of the Power Supply subject for bidding (b) Bank guarantee - 10% of Average Monthly Consumption of the Power Supply subject for bidding	The performance security shall be denominated in Philippine Pesos and posted in favor of CASURECO II in an amount equal to the Average Monthly Consumption, pegged at Maximum Energy, in accordance with the following schedule: Form of Performance Security / Amount of Performance Security (a) Cash, Cashier's check, Manager's check, bank draft - 5% of Average Monthly Consumption of the Power Supply pegged at Maximum Energy, subject for bidding (b) Bank guarantee - 10% of Average Monthly Consumption of the Power Supply pegged at Maximum Energy, subject for bidding
ITB Section 31.1	To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from CASURECO II and in no case later than the signing of the contract.	To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of fifteen (15) calendar days from the receipt of the Notice of Award from CASURECO II.
ITB Section 32.1	Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority or the ERC, CASURECO II shall issue its Notice to Proceed to the Bidder.	Within three (3) working days from the date of approval of the contract by the appropriate government approving authority or the ERC, CASURECO II shall issue its Notice to Proceed to the Bidder.
ITB Section 32.2	The date of the Bidder's receipt of the Notice to Proceed will be regarded as the effective date of the contract.	The date of the Bidder's receipt of the Notice to Proceed will be regarded as the Commercial of the contract.

Section	Provision	Amendment/Supplemental
ITB Section 34.1	Decisions of the CASURECO II TPBAC at any stage of the CSP may be questioned by filing a written request for reconsideration within three (3) calendar days upon receipt of written notice or upon verbal notification. The CASURECO II TPBAC shall decide on the request for consideration within seven (7) calendar days from receipt thereof, providing the concerned bidder and the DOE and NEA a copy of the decision.	Decisions of the CASURECO II TPBAC at any stage of the CSP may be questioned by filing a written request for reconsideration within three (3) calendar days upon receipt of written notice or upon verbal notification. The CASURECO II TPBAC shall decide on the request for consideration within seven (7) calendar days from receipt thereof, providing the concerned bidder and the DOE and NEA a copy of the decision. <u>Should the last calendar day falls on a weekend or a holiday, the last day shall be deemed the next business day.</u>
ITB Section 34.2	In the event that the request for reconsideration is denied, decisions of the CASURECO II TPBAC may be protested in writing to CASURECO II's Board of Directors (BOD) or its duly authorized officer/s. The protest must be filed within seven (7) calendar days from receipt of the resolution denying its request for reconsideration. A protest shall be made by filing a verified position paper with the CASURECO II's BOD or its duly authorized officer/s, and serving a copy of the position paper to the DOE and NEA. The verified position paper must be accompanied by the payment of a non-refundable protest fee amounting to Five Hundred Thousand Pesos (Pnp 500,000.00).	In the event that the request for reconsideration is denied, decisions of the CASURECO II TPBAC may be protested in writing to CASURECO II's Board of Directors (BOD) or its duly authorized officer/s. The protest must be filed within seven (7) calendar days from receipt of the resolution denying its request for reconsideration, <u>should the last calendar day falls on a weekend or a holiday, the last day shall be deemed the next business day.</u> A protest shall be made by filing a verified position paper with the CASURECO II's BOD or its duly authorized officer/s, and serving a copy of the position paper to the DOE and NEA. The verified position paper must be accompanied by the payment of a non-refundable protest fee amounting to Five Hundred Thousand Pesos (Pnp 500,000.00).
ITB Section 34.4	Protests shall be resolved within seven (7) calendar days from receipt thereof. Decision of the CASURECO II BOD or its duly authorized officer/s shall be final. An entity with jurisdiction on the matter shall decide or resolve the issue upon initiation of the concerned parties.	Protests shall be resolved within seven (7) calendar days from receipt thereof, <u>should the last calendar day falls on a weekend or a holiday, the last day shall be deemed the next business day.</u> Decision of the CASURECO II BOD or its duly authorized officer/s shall be final. An entity with jurisdiction on the matter shall decide or resolve the issue upon initiation of the concerned parties.
ITB Section 40 40.1 40.2	Regulatory Approval 39.1 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 39.2 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.	Regulatory Approval 40.1 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 <u>thirty (30) calendar days upon signing of the PSA.</u> 40.2 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.

Section	Provision	Amendment/Supplemental
ITB Section 45.3	Payments shall be made promptly by CASURECO II, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.	Payments shall be made promptly by CASURECO II, but in no case later than the last working day of the month after submission of an invoice or claim by the Supplier.
VI. Technical Item no. 4	<p>4. Final Certificate of Approval to Connect (FCATC) for grid connected generation facility or Certificate of Grid Code and OATS Rules Compliance for Large Embedded Generation Company issued by Transmission Network Provider, if applicable:</p> <p>a. Provisional Certificate of Approval to Connect (PCATC)</p> <p>b. Final Certificate of Approval to Connect (FCATC); or</p> <p>c. Certificate Of Grid Code and OATS Rules Compliance for Large Embedded Generation only (10MW and above EG)</p>	<p>4. Final Certificate of Approval to Connect (FCATC) for grid connected generation facility or Certificate of Grid Code and OATS Rules Compliance for Large Embedded Generation Company issued by Transmission Network Provider, if applicable:</p> <p>a. Provisional Certificate of Approval to Connect (PCATC)</p> <p>b. Final Certificate of Approval to Connect (FCATC); or</p> <p>c. Certificate Of Grid Code and OATS Rules Compliance for Large Embedded Generation only (10MW and above EG)</p> <p>Updated Transmission Agreement (TSA) with NGCP may be submitted in lieu of the above requirement, whichever is applicable.</p>
VI. Technical Item no. 9	<p>9. The Bidder shall be required to submit the result of Net Heat Rate Test conducted not more than 180 days from submission. The confirmation on the conduct of Net Heat Rate Test through a Certification shall form part of the documentary submission, (if applicable). Net Heat Rate Test shall be conducted by a qualified third party service provider as approved by CASURECO II and costs shall be borne by the Winning Bidder.</p>	<p>9. The Winning Bidder shall be required to submit one (1) Net Heat Rate Test Result to be conducted not more than 120 days from the issuance of Notice of Award, and all costs shall be borne by the Winning Bidder. An Affidavit of Undertaking for the intent to conduct said Net Heat Rate Test shall be required which shall form part of the documentary submission in this bidding.</p>
V. FINANCIAL	<p>EVALUATION OF BID PRICE</p> <p>a. Foreign Fixed O & M Charge</p> <p>USCPI_n – the average US Consumer Price Index City Average for All Urban Consumers – All Items (1982-84-100) for the month of August 2023</p> <p>USCPI₀ – the US Consumer Price Index City Average for All Urban Consumers – All Items (1982-84-100) for the month of December 2022</p> <p>FX - Exchange Rate of the Philippine Peso to US Dollar for the prior month of the Billing Period Covered</p> <p>2. Energy Payment:</p> <p>Foreign VOM = Foreign VOM rate (US\$/kWh) x USIndex</p> <p>2.2 Fuel Charge</p> <p>FF = Fuel Rate in US\$/kWh x Fuel Index</p>	<p>a. Foreign Fixed O & M Charge</p> <p>USCPI_n – the average US Consumer Price Index City Average for All Urban Consumers – All Items (1982-84-100), as posted by the US Bureau of Labor Statistics for the month of August 2023</p> <p>USCPI₀ – the US Consumer Price Index City Average for All Urban Consumers – All Items (1982-84-100) as posted by the US Bureau of Labor Statistics for the month of December 2022</p> <p>FX - Exchange Rate of the Philippine Peso to US Dollar for the prior month of the Billing Period Covered as posted by the Bangko Sentral ng Pilipinas (BSP)</p> <p>2. Energy Payment:</p> <p>Foreign VOM = Foreign VOM rate (US\$/kWh) x USIndex x FX where: ...xxx... FX - same definition as above</p> <p>2.2 Fuel Charge</p> <p>FF = Fuel Rate in US\$/kWh x Fuel Index x FX where: ...xxx... FX - same definition as above</p>

Section	Provision	Amendment/Supplemental
V. FINANCIAL		Added in the Bid Form of Evaluation, the determination if the LCOE is within the Reserve Price.
Power Supply Agreement		
PSA definition	"Back-up Power" the availability of the Contract Capacity for the Buyer for any WESIM Trading Interval during which a Scheduled Outage occurs.	"Back-up Power" refers to energy from an alternative source delivered by Supplier to Customer during a Force Majeure Event.
definition	"Grid Code" means the rules governing the construction, operation and maintenance of the Grid promulgated by the ERC in Resolution No. 115 dated December 2001, and its amendments	"Grid Code" means the the Philippine Grid Code 2016 Edition adopted by the ERC pursuant to its Resolution No. 22, Series of 2016.
definition	"Transco" means the National Transmission Corporation or its successors and assigns.	"NGCP" means the National Grid Corporation or its successors and assigns
PSA Section 3.1	Effectivity This Agreement shall become effective on the date (the "Effective Date") all of the following conditions (the "Conditions Precedent") have been satisfied, but not later than _____.	Effectivity This Agreement shall become effective on the date (the "Effective Date") upon signing of the Power Supply Agreement (PSA) of both parties
PSA Section 3.1c	the ERC shall have provisionally approved the Agreement, including the pricing structure set out therein.	For deletion. To be included as part of PSA Section 3.3
	Term	Term
PSA Section 3.2	The term of this Agreement shall be for ten (10) years to commence on the Effective Date and end on the Scheduled Termination Date. Upon the termination of this Agreement, the obligations of the Parties arising prior to the Scheduled Termination Date that have accrued and those which, by their nature, are to be performed after the Scheduled Termination Date, shall survive any such termination.	The term of this Agreement shall be for ten (10) years to commence on the Commercial Operations Date (COD) and shall end on the tenth (10th) year which is the Scheduled Termination Date. Upon the termination of this Agreement, the obligations of the Parties arising prior to the Scheduled Termination Date that have accrued and those which, by their nature, are to be performed after the Scheduled Termination Date, shall survive any such termination.

Section	Provision	Amendment/Supplemental
PSA Section 3.3	<p>The obligation of the Seller with respect to the supply of the Contracted Capacity and Energy, and provisions related thereto shall commence upon issuance of Notice to Proceed or the date indicated in the Notice to Proceed (the "Scheduled Start of Supply Delivery"), unless extended in accordance with this Agreement.</p>	<p>The obligation of the Seller with respect to the supply of the Contracted Capacity and Energy, and provisions related thereto shall commence upon Commercial Operations Date (COD), after satisfying all the following Conditions Present to the start of Supply, unless extended in accordance with this Agreement:</p> <ul style="list-style-type: none"> 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.
PSA 3.5.1	<p>Non-issuance of the ERC Final Approval of this Agreement</p> <p>absence of suitable Dispatch Instructions so as to allow for timely completion of testing and commissioning of the Plant</p> <p>then,</p> <p>i. if the Excused Delay Event occurs prior to the Scheduled Start of Supply Delivery, the Scheduled Start of Supply Delivery shall be extended, day for day, by the same period that any Excused Delay Event subsists or subsisted; and;</p>	<p>Non-issuance of the ERC or Provisional Authority of this Agreement</p>
PSA 3.5.7	<p>ii. In case of a delay due to an Excused Delay Event, the Seller shall find a Replacement Power for the Buyer in whole or in part at the Seller's own discretion. If the Seller exercises this option, the Buyer shall receive and accept such Replacement Supply. The Replacement Supply during this period, however, shall not be counted as part of the Initial Term of this Agreement.</p> <p>For any deliveries of Replacement Supply made pursuant to this Section, the Buyer shall pay for such Replacement Supply at the Contract Price.</p> <p>If the Scheduled Start of Supply Delivery is extended, then the Seller shall notify the Buyer when the Scheduled Start of Supply Delivery shall occur.</p>	<p>For deletion of 3.5.7.</p> <p>The scheduled Start of Supply Delivery is extended, and the Seller shall notify the Buyer when the Scheduled Start of Supply Delivery shall occur.</p>
PSA 7.6	<p>Increase of Contract Quantity</p> <p>The Seller may, but is not obliged to, make available to the Buyer energy in excess of the Contract Quantity, upon written request of the Buyer sixty (60) days prior to the target billing period. If the Seller agrees to grant such request and makes available to the Buyer the energy requested in excess of the Contract Quantity, the Buyer shall pay therefore an amount computed in accordance with the provisions of Article 8.2.</p>	<p>For deletion.</p>

Section	Provision	Amendment/Supplemental
PSA 8.7	<p>Payment Incentives</p> <p>As long as Buyer has no overdue obligations, Seller shall grant the Buyer the following applicable incentives:</p> <ul style="list-style-type: none"> a) System loss Discount b) Collection Efficiency Discount c) Prompt payment discount d) Productivity Discount e) Payment Security Discount f) Loyalty Discount <p>Should be paid on the 5th day after receipt of the final invoice by the Buyer</p>	<p>Payment Incentives/Discounts</p> <p>As long as the Buyer has no overdue obligations, the Seller may grant Prompt Payment Discount (PPD) and other applicable incentives.</p> <p>Monthly obligations should be paid on the 5th day after receipt of Final Invoice by the Buyer to avail of the payment incentives/discounts.</p>
PSA ANNEX D	<p>a. Foreign Fixed O & M Charge</p> <p>USCPIin – the average US Consumer Price Index City Average for All Urban Consumers – All Items for the last three (3) calendar months prior to the start of the Billing Period covered</p> <p>USCPIo – the US Consumer Price Index City Average for All Urban Consumers – All Items (1982-84-100) for the calendar month prior to start of supply or delivery</p> <p>FX - Exchange Rate of the Philippine Peso to US Dollar for the prior month of the Billing Period Covered</p> <p>II. Local Fixed O&M (Local FOM) Charge:</p> <p>PHCPIo - the Philippine Consumer Price Index for All Income Households in the Philippines – All Items (2012=100) or the calendar month prior to start of supply or delivery</p> <p>2. Energy Payment</p> <p>2.1. Foreign Variable O&M Charge Foreign VOM = Foreign VOM rate (US\$ /kWh) x USIndex</p> <p>2.2. Fuel Charge FF = Fuel Rate in US\$/kWh x Fuel Index</p>	<p>a. Foreign Fixed O & M Charge</p> <p>USCPIin – the average US Consumer Price Index City Average for All Urban Consumers – All Items (1982-84-100) as posted by the US Bureau of Labor Statistics for the last three (3) calendar months prior to the start of the Billing Period covered</p> <p>USCPIo – the US Consumer Price Index City Average for All Urban Consumers – All Items (1982-84-100) as posted by the US Bureau of Labor Statistics for the calendar month of December 2022</p> <p>FX - Exchange Rate of the Philippine Peso to US Dollar for the prior month of the Billing Period Covered as posted by the Bangko Sentral ng Pilipinas (BSP)</p> <p>I. Local Fixed O&M (Local FOM) Charge:</p> <p>PHCPIo - the Philippine Consumer Price Index for All Income Households in the Philippines – All Items (2012=100) or the calendar month of December 2022</p> <p>2. Energy Payment</p> <p>2.1. Foreign Variable O&M Charge Foreign VOM = Foreign VOM rate (US\$ /kWh) x USIndex x FX where: ...xxx FX - same definition as above</p> <p>2.2. Fuel Charge FF = Fuel Rate in US\$/kWh x Fuel Index x FX where: FX - same definition as above</p>
Sample Forms	Statement of All Completed, On-Going, and Awarded But Not Yet Started Contract	<p>To add in the sample form the Date of the Contract</p> <p>Deleted instruction letter "d" in this form.</p> <p>(Edited form is attached in this Bid Bulletin)</p>

Section	Provision	Amendment/Supplemental
Sample Forms	<p>Omnibus Sworn Statement</p> <p>4. Each of the documents submitted in the satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct.</p>	<p>Omnibus Sworn Statement</p> <p>4. Each of the documents submitted in the satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct. For government issued documents, attached herein are the Board Resolution & Secretary Certificate authorizing the company representative to certify and attest that the government issued documents are faithful reproductions of the originals in the custody of the company, including the executed notarized attestation of the authorized representative that these documents are faithful reproductions of the originals.</p>


REY A. HERNANDEZ
 TPBAC Chairman



BID FORM

PARTICIPANT_NAME

TYPE OF TECHNOLOGY

CONTRACT PRICE (PHP/KWH)

No.	Price Component	Unit	Price
1	Capital Recovery Fee (CRF)	Php/KWh	
2	Fixed O&M (FOM)	Php/KWh	
3	Variable O&M (VOM)	Php/KWh	
4	Fuel (F)	Php/KWh	
5	Generation Price	Php/KWh	
6	VAT	Php/KWh	
7	Total Electricity Cost	Php/KWh	

LEVELIZED COST OF ELECTRICITY (LCOE) IN PHP/KWH

No.	Item	Unit	Price
1	LCOE	Php/KWh	

RESERVED PRICE

Unit	PRICE	PASS/FAIL
Php/KWh		

Note: To be filled-out by CASURECO II

[NAME OF BIDDER]

By:

Name and Signature of Authorized Representative
Position/Designation
Date:

Bid Form

Date: _____

Chairman

Third Party Bids and Awards Committee
Camarines Sur II Electric Cooperative, Inc.
Del Rosario, Naga City

Subject: Competitive Selection Process (CSP) for CASURECO II's 20 MW Intermediate Power Supply Requirement for Ten (10) Years

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver]* *[description of the power requirement]* in conformity with the said Bidding Documents for the sum of as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in the provision in ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** of the Bidding Documents.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. **Select one, delete the other:**

If a sole proprietorship: I am the sole proprietor of *[Name of Bidder]* with office address at *[address of Bidder]*;

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. **Select one, delete the other:**

If a sole proprietorship: As the owner and sole proprietor of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct; For government issued documents, attached herein are the Board Resolution & Secretary Certificate authorizing the company representative to certify and attest that the government issued documents are faithful reproductions of the originals in the custody of the company, including the executed notarized attestation of the authorized representative that these documents are faithful reproductions of the originals.

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

If a sole proprietorship: I am not related to the Head of the Procuring Entity, members of the Third Party Bids and Awards Committee (TPBAC), the Technical Working Group (TWG), and the TPBAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Third Party Bids and Awards Committee (TPBAC), the

Technical Working Group (TWG), and the TPBAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Third Party Bids and Awards Committee (TPBAC), the Technical Working Group (TWG), and the TPBAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

[JURAT]

STATEMENT OF ALL COMPLETED, ON-GOING AND AWARDED BUT NOT YET STARTED CONTRACTS

This is to certify that _____ (Bidder) _____ has the following completed, on-going and awarded but not yet started contracts for the past five (5) years:

Name of Contract	Contracting Party/Distribution Utility	Date of the Contract	Contract Duration		Contracted Capacity	Contracted Energy	Remarks
			Start Date	End Date			

Name and Signature of Authorized Representative

Date

***Instructions:**

- a) State all completed, on-going contracts including those awarded but not yet started similar to the project called for bidding as of DEADLINE OF SUBMISSION OF BIDS.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) "Name of Contract". Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations.

NET FINANCIAL CONTRACTING CAPACITY

Current Assets _____

Less: Current Liabilities _____

Total _____

Multiply by K 20

Total

Less: Value of All Outstanding Works or
or Projects under on-going contracts
including awarded but not yet started

Net Financial Contracting Capacity _____

Net Financial Contracting Capacity (NFCC)

NFCC = at least equal to the Estimated Total Project Cost

= [(current assets - current liabilities) (K) - (value of all outstanding works or projects under on-going contracts, including awarded but not yet started

Name of Company _____

Authorized Representative _____

signature over printed name

THIRD PARTY BIDS AND AWARDS COMMITTEE
 CAMARINES SUR II ELECTRIC COOPERATIVE, INC. (CASURECO II)
 del Rosario, Naga City

“CLASS A” ELIGIBILITY REQUIREMENTS
 (FOLDER 1, ENVELOPE 1)

CHECKLIST FOR CONTENTS OF MAIN ENVELOPE					
NAME OF BIDDER	<u>BIDDER 1</u>	<u>BIDDER 2</u>	<u>BIDDER 3</u>	<u>BIDDER 4</u>	<u>BIDDER 5</u>
ENVELOPE A (ORIGINAL)					
ENVELOPE B (COPY)					

NAME OF BIDDER	<u>BIDDER 1</u>	<u>BIDDER 2</u>	<u>BIDDER 3</u>	<u>BIDDER 4</u>	<u>BIDDER 5</u>
2023 Mayor’s permit/municipal license					
Articles of Incorporation and By-Laws; if Corporation, the Bidder may submit Articles of Incorporation and By- laws, and its amendments; if Partnership submit Articles of Partnership, and its amendments.					
DTI Registration and Securities and Exchange Commission (SEC) Certificate of Registration of the said Articles of Incorporation; a Registration Certificate or Recording from SEC may be submitted as long as the Bidder is not using other names in transacting its business.					
List of Shareholders and Shareholders’ Agreement , if applicable					
Taxpayer’s Identification Number and BIR Value Added Tax Registration , if applicable					
Certificate of Registration with the Board of Investments (BOI) with attached Terms and Conditions					
At least one (1) Certificates of Satisfactory Performance from previous client-Distribution Utilities within the last five (5) years from submission of bids, or Certification as New Power Supplier, whichever is applicable					
Secretary’s Certificate (Authorized Signatory) with Attached Board Resolution					

WESM Membership Certificate					
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 (GPPB), as provided in Section 69.4 of the IRR-A No. 9184					
Compliance with E.O. #398					
Proof of VAT payment for the past six months					
Tax Clearance from the BIR to prove bidder’s full and timely payment of taxes to the government					
A Certification under oath from the bidder’s responsible officers that the bidder is free and clear of all liabilities with the government					
Omnibus Sworn Statement (please refer to Sample Forms)					
Bid Form (please refer to Sample Forms)					

Certified by:
THIRD PARTY BIDS AND AWARDS COMMITTEE (BAC)

Chairman Vice-Chairman Member Member Member
TECHNICAL WORKING GROUP (TWG)

Chairman Vice-chairman Member Member Member Member

OBSERVERS

NEA OBSERVER ERC OBSERVER DOE OBSERVER

THIRD PARTY BIDS AND AWARDS COMMITTEE
 CAMARINES SUR II ELECTRIC COOPERATIVE, INC. (CASURECO II)
 del Rosario, Naga City

TECHNICAL PROPOSAL
 (FOLDER 2, ENVELOPE 1)

NAME OF BIDDER	<u>BIDDER 1</u>	<u>BIDDER 2</u>	<u>BIDDER 3</u>	<u>BIDDER 4</u>	<u>BIDDER 5</u>
<p>Statement in matrix form of all on-going and completed power supply contracts within Five (5) years from the date of submission and receipt of bids, including contracts awarded but not yet started, and supported with Certificate of Confirmation signed by the concerned client-Distribution Utility, or Certification as New Power Supplier may be submitted, whichever is applicable.</p> <p>a. The statement shall state whether each contract is: On-going, Completed or Awarded but not yet started, within five (5) years from the date of submission and receipt of bids, or not applicable as New Power Supplier.</p> <p>Each contract, if applicable, should also include the following details:</p> <p>i. The name of the Contract, including client name-Distribution Utility;</p> <p>ii. Contracted Capacity and Energy</p> <p>iii. Date of the Contract;</p> <p>iv. Date of Delivery;</p> <p>v. Date of End of Contract</p>					
Experience and competence of its personnel to manage and operate the plant					
Environmental Compliance Certificate (ECC) issued by DENR for the power plant nominated					
Certificate of Compliance (COC) issued by the ERC pursuant to the Guidelines for the issuance of COC for Generation Companies/Facilities; Certificate from ERC on the application of COC may be submitted in lieu of the COC					

Certification from Department of Energy (DOE) regarding Philippine Development Plan (PDP) or Certificate of Endorsement (CoE), if applicable					
Renewable Energy Service/Operating Contract from the Department of Energy (DOE), if applicable					
Certificate of Registration or Certificate of Confirmation of Commerciality by a Renewable Energy (RE) Developer and after due confirmation by the DOE, if applicable					
List of Owned Power Plants (Existing, Operational, New and Under Construction), if any					

Certified by:

THIRD PARTY BIDS AND AWARDS COMMITTEE (BAC)

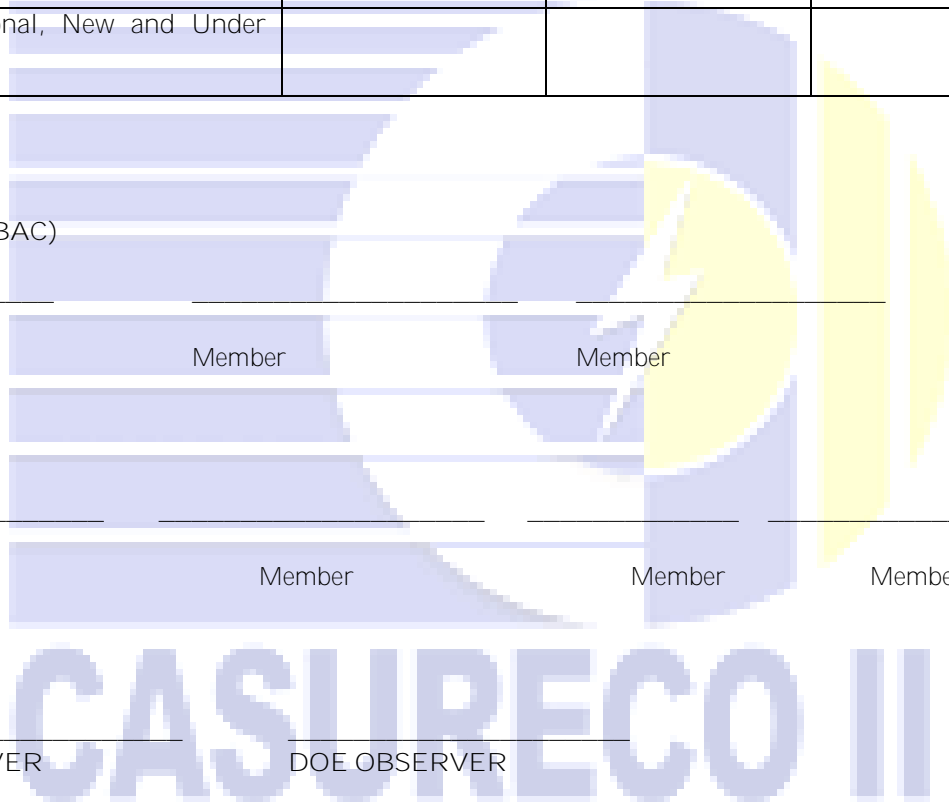
Chairman Vice-Chairman Member Member Member

TECHNICAL WORKING GROUP (TWG)

Chairman Vice-chairman Member Member Member Member

OBSERVERS

NEA OBSERVER ERC OBSERVER DOE OBSERVER



THIRD PARTY BIDS AND AWARDS COMMITTEE
 CAMARINES SUR II ELECTRIC COOPERATIVE, INC. (CASURECO II)
 del Rosario, Naga City

FINANCIAL REQUIREMENTS
 (FOLDER 3, ENVELOPE 1)

NAME OF BIDDER	<u>BIDDER 1</u>	<u>BIDDER 2</u>	<u>BIDDER 3</u>	<u>BIDDER 4</u>	<u>BIDDER 5</u>
<p>Complete set of audited financial statements, stamped “received” by the BIR or its duly accredited and authorized institutions, or an E-mail confirmation in cases of online submission of Audited Financial Statement (AFS) from the BIR, for the immediately preceding year, showing among others, the prospective bidders’ total and current assets and liabilities.</p> <p>Complete set of financial statement includes the following:</p> <ol style="list-style-type: none"> 1. Balance Sheet 2. Income Statement 3. Statement of Changes in Equity 4. Cash Flow Statement 5. Notes to Financial Statement 6. Statement of Management Responsibility for Financial Statement 7. Financial Ratios indicating liquidity measurement ratio, debt ratio, profitability ratio and operating performance ratio 					
<p>Company financial history, including previous experience with financing (equity and debt) of projects of the type; and Audited Financial Statements for the past three (3) years.</p>					

<p>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.</p>					
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Certified by:

THIRD PARTY BIDS AND AWARDS COMMITTEE (BAC)

Chairman

Vice-Chairman

Member

Member

Member

TECHNICAL WORKING GROUP (TWG)

Chairman

Vice-chairman

Member

Member

Member

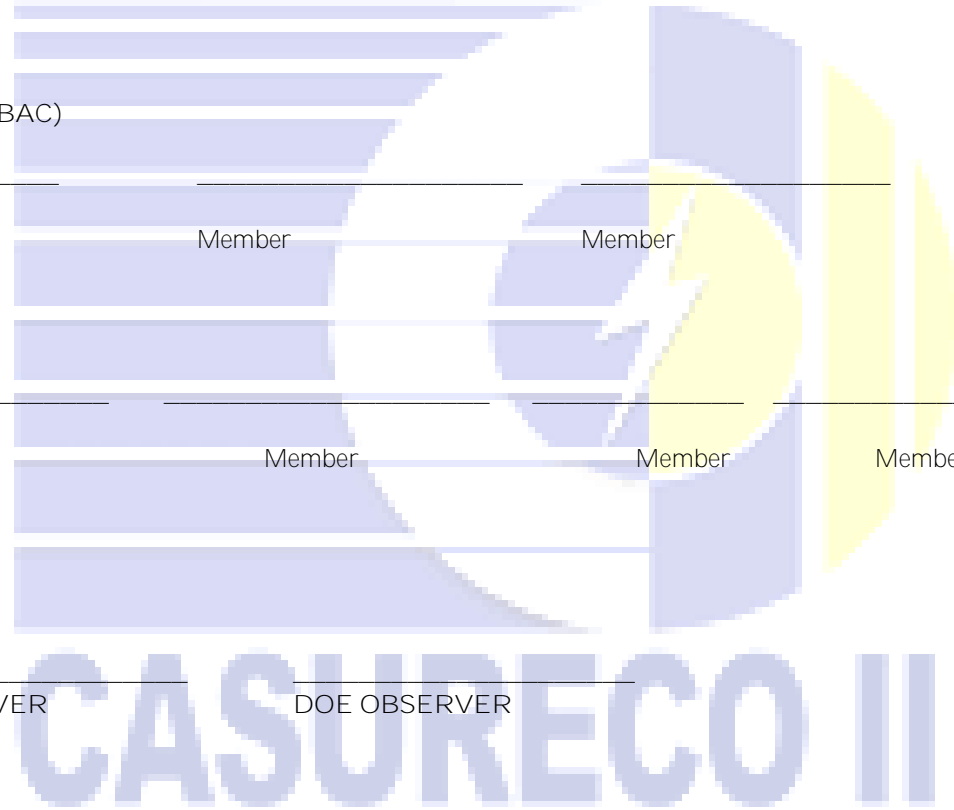
Member

OBSERVERS

NEA OBSERVER

ERC OBSERVER

DOE OBSERVER



THIRD PARTY BIDS AND AWARDS COMMITTEE
 CAMARINES SUR II ELECTRIC COOPERATIVE, INC. (CASURECO II)
 del Rosario, Naga City

“CLASS B” DOCUMENTS
 (FOLDER 4, ENVELOPE 1)

NAME OF BIDDER	<u>BIDDER 1</u>	<u>BIDDER 2</u>	<u>BIDDER 3</u>	<u>BIDDER 4</u>	<u>BIDDER 5</u>
Valid joint venture agreement, in case of a joint venture. Each member of the joint venture shall submit the required eligibility documents; and					
Letter authorizing the TPBAC or its duly authorized representative/s to verify any or all of the documents submitted for the eligibility check.					
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 original, complete, and that all statements and information provided therein are true and correct.					

Certified by:
 THIRD PARTY BIDS AND AWARDS COMMITTEE (BAC)

Chairman Vice-Chairman Member Member Member

TECHNICAL WORKING GROUP (TWG)

Chairman Vice-chairman Member Member Member Member

OBSERVERS

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THIRD PARTY BIDS AND AWARDS COMMITTEE
 CAMARINES SUR II ELECTRIC COOPERATIVE, INC. (CASURECO II)
 del Rosario, Naga City

TECHNICAL PROPOSAL
 (FOLDER 1, ENVELOPE 2)

CHECKLIST FOR CONTENTS OF MAIN ENVELOPE					
NAME OF BIDDER	<u>BIDDER 1</u>	<u>BIDDER 2</u>	<u>BIDDER 3</u>	<u>BIDDER 4</u>	<u>BIDDER 5</u>
ENVELOPE A (ORIGINAL)					
ENVELOPE B (COPY)					
NAME OF BIDDER	<u>BIDDER 1</u>	<u>BIDDER 2</u>	<u>BIDDER 3</u>	<u>BIDDER 4</u>	<u>BIDDER 5</u>
Bid Security as to form, amount and validity period					
Authority of the signatory, supported by a Board Resolution					
Confirming statement on Delivery Schedule					
General Plant Description with pictures of the Nameplates (Generator, Engine or Turbine, etc.)					
Plant overview with technical details of the load to be served or Simulation of the no. of operating units necessary to meet the demand requirements of CASURECO II (Write-up)					
Location Map of Nominated Plant					
Final Certificate of Approval to Connect (FCATC) for grid connected generation facility or Certificate of Grid Code and OATS Rules Compliance for Large Embedded Generation Company issued by Transmission Network Provider, if applicable: a. Provisional Certificate of Approval to Connect (PCATC) b. Final Certificate of Approval to Connect (FCATC); or c. Certificate Of Grid Code and OATS Rules Compliance for Large Embedded Generation only (10MW and above EG) Updated Transmission Agreement(TSA) with NGCP may be submitted in lieu of the above requirements, whichever is applicable.					

Test and Commissioning Report or Generator Unit Capability Test Certificate and the corresponding results, whichever is applicable					
Existing Fuel Supply Agreement or Fuel Procurement Plan detailing the procurement process of such fuel including requests and proposals received, whichever is applicable					
Sworn Statement on how fuel was competitively procured, contract terms, unbundled price components (i.e., product cost, transshipment, delivery container, etc.)					
Test Report for the Latest Conducted Preventive Maintenance of the Nominated Power Plant, if existing plant. For new plant, provide schedule of its planned activities for the Preventive Maintenance of the Nominated Power Plant.					
The Winning Bidder shall be required to submit one (1) Net Heat Rate Test Result to be conducted not more than 120 days from the issuance of Notice of Award, and all costs shall be borne by the Winning Bidder. An Affidavit of Undertaking for the intent to conduct said Net Heat Rate Test shall be required which shall form part of the documentary submission in this bidding.					
The TPBAC shall require an actual plant visit at the location of the Nominated Plant of the Winning Bidder to conduct ocular inspection and assessment in which all travel expenses shall be shouldered by such Winning Bidder. Number of CASURECO II personnel to participate in the plant visit shall be determined during the post qualification activity.					
<p>Details of Technical Specification</p> <ol style="list-style-type: none"> 1. Name of Generation Company 2. Name of Generation Facility 3. Plant Address 4. Installed Capacity (Shall be greater than the Dependable Capacity) 5. Type of Technology 6. Mode of Operation 7. Connection Node 8. Dependable Capacity (Shall be greater than or equal to total contracted capacity) 9. Available Capacity 					

a. Contracted Capacity					
b. Un-contracted Capacity (Certification)					
10. Commercial Operation Date (COD)					
11. No. of Years in Operation (To be supported by an Affidavit)					

Certified by:
THIRD PARTY BIDS AND AWARDS COMMITTEE (BAC)

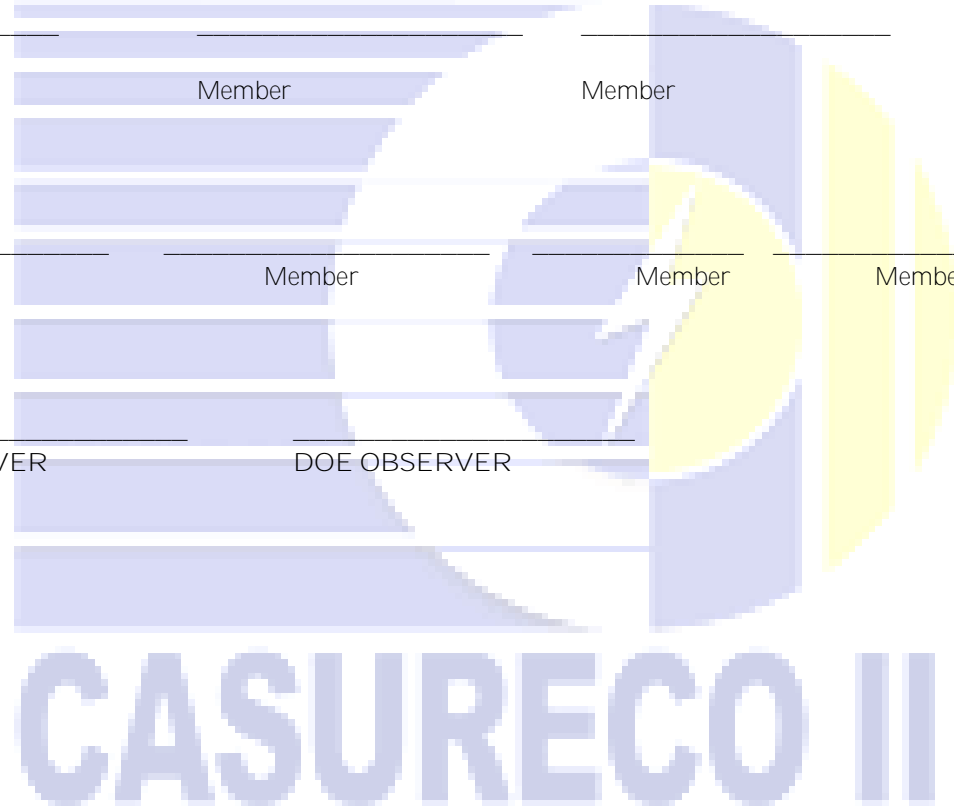
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TECHNICAL WORKING GROUP (TWG)

Chairman Vice-chairman Member Member Member Member

OBSERVERS

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THIRD PARTY BIDS AND AWARDS COMMITTEE
 CAMARINES SUR II ELECTRIC COOPERATIVE, INC. (CASURECO II)
 del Rosario, Naga City

FINANCIAL PROPOSAL
 (FOLDER 2, ENVELOPE 2)

NAME OF BIDDER	<u>BIDDER 1</u>	<u>BIDDER 2</u>	<u>BIDDER 3</u>	<u>BIDDER 4</u>	<u>BIDDER 5</u>
Financial Bid Form, which includes bid prices indicated in the financial worksheet together with all necessary computations, including formula and references, both in hard and electronic copies (saved in USB flash drive)					

Certified by:
 THIRD PARTY BIDS AND AWARDS COMMITTEE (BAC)

Chairman

Vice-Chairman

Member

Member

Member

TECHNICAL WORKING GROUP (TWG)

Chairman

Vice-chairman

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