

PANAY - GUIMARAS EC POWER CONSORTIUM, INC.



INVITATION TO BID

Pursuant to the Department of Energy (DOE) Department Circular No. DC 2018-02-003, DC 2021-09-0003 and National Electrification Administration (NEA) Memorandum No. 2019-007, PANAY GUIMARAS EC POWER CONSORTIUM INC. (PGECPCI), thru its Joint Third Party Bids and Awards Committee (JTPBAC), invites all interested and qualified Bidders to participate in the Competitive Selection Process (CSP) for the procurement of the power supply requirement for baseload, intermediate and peaking of seven (7) Electric Cooperatives in Panay and Guimaras as follows:

CONTRACT YEAR	AGGREGATED DEMAND (MW)		
	LOT NO. 1 Base Load - Firmed /Open Technology	LOT NO. 2 Intermediary and Peak (Mid-merit and/or Night)- Firmed-Renewable Energy (Qualified as RPS)	LOT NO. 3 Base load - Firmed / Renewable Energy - Qualified as RPS
2023	32	7.5	3
2024	32	18.5	10
2025	35	18.5	11
2026	37	18.5	12
2027	37	18.5	15
2028	37	18.5	16
2029	37	18.5	17
2030	37	18.5	17
2031	37	18.5	17
2032	21	14	18
2033		10	1

Panay-Guimaras EC Power Consortium Inc. (PGECPCI) is composed of Aklan Electric Cooperative, Inc. (AKELCO), Antique Electric Cooperative, Inc. (ANTECO), Capiz Electric Cooperative, Inc. (CAPELCO), Iloilo I Electric Cooperative, Inc. (ILECO I), Iloilo II Electric Cooperative, Inc. (ILECO II), Iloilo III Electric Cooperative, Inc. (ILECO III), and Guimaras Electric Cooperative, Inc. (GUIMELCO).

PANAY - GUIMARAS EC POWER CONSORTIUM, INC.



ELIGIBLE BIDDERS:

The Bidder shall be a Generation Company (GenCo) that owns and/or operates existing and operational power plant(s) in the Philippines or in other countries and have enough capacity to provide the requirement based on the Terms of Reference.

SCHEDULE OF ACTIVITIES:

The timeline of activities for this CSP is as follows:

ACTIVITY	DATE
First Publication	January 05, 2023
Second Publication	January 12, 2023
Deadline of Payment of bidding documents	January 20, 2023 @5:00 p.m.
Deadline for Submission of Letter of Intent (LOI)	January 20, 2023 @5:00 p.m.
Submission of advance questions /queries	January 25, 2023 @5:00 p.m.
Pre-Bid Conference - Lot 1	January 31, 2023 @9:00 a.m.
Pre-Bid Conference - Lot 2	February 01, 2023 @9:00 a.m.
Pre-Bid Conference - Lot 3	February 02, 2023 @9:00 a.m.
Opening of Bids - Lot 1	March 01, 2023 @9:00 a.m.
Opening of Bids - Lot 2	March 02, 2023 @9:00 a.m.
Opening of Bids - Lot 3	March 03, 2023 @9:00 a.m.
Post-Qualification of Bidder with the Lowest Calculated Bid	March 23-24, 2023
Recommendation of JTWG/JTPBAC to PGECPCI	April 24-25, 2023

PANAY - GUIMARAS EC POWER CONSORTIUM, INC.



ACTIVITY	DATE
Notice of Award (NOA)	May 08, 2023
Signing of Power Supply Agreement (PSA)	May 15, 2023
ERC Joint Filing	May 30, 2023

BIDDING DOCUMENTS FEE:

Bidders shall pay a non-refundable Participation (Bidding Documents) Fee equivalent to the following amount on a per lot basis:

LOT NO.	NON-REFUNDABLE PARTICIPATION FEE (Php)
1	500,000.00
2	150,000.00
3	300,000.00

Only Bidders who have paid the Participation (Bidding Documents) Fee on or before 5:00 p.m. of January 20, 2023 shall be allowed to participate in the Pre-Bid Conference and the Opening of Bids.

TERMS OF REFERENCE:

Pursuant to the DOE DC Circular No. DC2018-02-0003, DC2021-09-0030 and NEA Memorandum No. 2019-007, Panay-Guimaras EC Power Consortium, Inc. (PGECPCI), through its Joint Third Party Bids and Awards Committee (JTPBAC), invites all interested and qualified suppliers to participate in the Joint Competitive Selection Process with the minimum requirements as stated in the Terms of Reference (TOR).

GENERAL INFORMATION:

Interested bidders may obtain a copy of the Bidding Documents starting January 13, 2023 until January 25, 2023 during Mondays to Fridays from 8:00 AM to 5:00 PM upon:

- (a) Submission of Letter of Intent;
- (b) Payment of a non-refundable Participation Fee required for each lot the Bidders will join, either Cashier's/Manager's check payable to **Panay Guimaras EC**

PANAY - GUIMARAS EC POWER CONSORTIUM, INC.



Power Consortium Inc. through fund transfer or deposit to the JTPBAC designated bank account and submission of proof thereof to tpbac.pgecpci@gmail.com.

The JTPBAC reserves the right to amend the schedule of activities, reject any or all bids, declare a failure of bidding, or not to award the contract under circumstances allowed by the CSP guidelines without incurring any liability.

For further information, please refer to:

THE JOINT THIRD PARTY BIDS AND AWARDS COMMITTEE (JTPBAC)
PANAY-GUIMARAS EC POWER CONSORTIUM, INC. (PGEPCCI)

Business Address: **c/o ILECO I COMPOUND, NAMOCON, TIGBAUAN, ILOILO**
Email Address: **tpbac.pgecpci@gmail.com**
Contact Person: **Ms. MARY ANGEL ACERO**
Contact Number: **09171700301**

THE JOINT THIRD PARTY BIDS AND AWARDS COMMITTEE
PANAY-GUIMARAS EC POWER CONSORTIUM, INC.

By:

A handwritten signature in black ink, appearing to read 'HERMO PATACSI'.

HERMO PATACSI
JTPBAC Chairperson

January 3, 2023

PANAY - GUIMARAS EC POWER CONSORTIUM, INC.



TERMS OF REFERENCE

PANAY - GUIMARAS EC POWER CONSORTIUM, INC.



LOT NO. / REQUIREMENTS	LOT NO. 1							LOT NO. 2						LOT NO. 3						
	Base Load							Intermediary and Peak (Mid-merit and/or Night)						RPS Compliant						
1. Agreement Type	Power Supply Agreement (PSA)																			
2. Type of Contract	Base load - Firmed							Intermediary and Peaking - Firmed						Base load - Firmed						
3. Source of Power	Open Technology							Renewable Energy (Qualified as RPS)						Renewable Energy (Qualified as RPS)						
4. Contracted Capacity	ECs	Capacity Requirement (MW) @ 100%CUF						ECs	Capacity Requirement (MW)					Year	Capacity Requirement (MW) @ 100%CUF					
		Year	CAP	GUI	ILE I	ILE II	ILE III		Total	Year	AKE	GUI	ILE II		ILE III	Total	ANT	CAP	GUI	ILE II
	2023	6	1	15	6	4	32	2023		1.5	4	2	7.5	2023	1			2		3
	2024	6	1	15	6	4	32	2024	10	2.5	4	2	18.5	2024	1	5	1	2	1	10
	2025	6	1	15	6	7	35	2025	10	2.5	4	2	18.5	2025	2	5	1	2	1	11
	2026	8	1	15	6	7	37	2026	10	2.5	4	2	18.5	2026	2	5	1	2	2	12
	2027	8	1	15	6	7	37	2027	10	2.5	4	2	18.5	2027	3	7	1	2	2	15
	2028	8	1	15	6	7	37	2028	10	2.5	4	2	18.5	2028	3	7	1	3	2	16
	2029	8	1	15	6	7	37	2029	10	2.5	4	2	18.5	2029	4	7	1	3	2	17
	2030	8	1	15	6	7	37	2030	10	2.5	4	2	18.5	2030	4	7	1	3	2	17
	2031	8	1	15	6	7	37	2031	10	2.5	4	2	18.5	2031	4	7	1	3	2	17
	2032	8			6	7	21	2032	10		4		14	2032	4	7	1	3	3	18
	2033							2033	10				10	2033			1			1
	5. Contracted Energy	Energy Requirement (MWh) @ 100%CUF		Year	TOTAL	Energy Requirement (MWh) @ 100%CUF		Year	TOTAL	Energy Requirement (MWh) @ 100%CUF		Year	TOTAL							
2023				280,320	2023			16,425	2023			26,280								
2024		280,320	2024	40,515	2024	87,600														
2025		306,600	2025	40,515	2025	96,360														
2026		324,120	2026	40,515	2026	105,120														
2027		324,120	2027	40,515	2027	131,400														
2028		324,120	2028	40,515	2028	140,160														



LOT NO. / REQUIREMENTS	LOT NO. 1		LOT NO. 2		LOT NO. 3	
	Base Load		Intermediary and Peak (Mid-merit and/or Night)		RPS Compliant	
	2029	324,120	2029	40,515	2029	148,920
	2030	324,120	2030	40,515	2030	148,920
	2031	324,120	2031	40,515	2031	148,920
	2032	183,960	2032	30,660	2032	157,680
			2033	21,900		
6. Capacity Utilization Factor (CUF)	The Capacity Utilization Factor (CUF) should be based from 70% - 100%.		The Capacity Utilization Factor (CUF) should be 50% - 100%		The Capacity Utilization Factor (CUF) should be based from 70% - 100%.	
7. Dispatch Time	0000H-2400H		1000H-2200H and/or as dispatch by the buyer		0000H-2400H	
8. Dependable Capacity, MW	The available un-contracted and dependable capacity of the plant must be higher than the total requirement of the buyer (as aggregated requirement).					
9. Plant Capacity	The plant details should provide the following: <ul style="list-style-type: none"> • Total Installed Capacity • Number of generating units and installed capacity of each unit. • Dependable/dispatchable capacity Other parameters as may be applicable					
10. Interconnection Agreement	Transmission interconnection agreement between NGCP and the Generation company or the Seller. (To guarantee the delivery of contracted supply in agreement to the contract duration period) *Certification from NGCP (approved feasible GIS) for additional installation of the maximum aggregated requirement					
11. Contract Duration	The Seller shall supply the Contracted Capacity (CC) and its equivalent Contracted Energy (CE) to the Buyer as stated to item No. 4 (Contracted Capacity). Buyer will secure their respective contract with the Seller base on the contracted capacity and contract period requirements.					



LOT NO. / REQUIREMENTS	LOT NO. 1	LOT NO. 2	LOT NO. 3
	Base Load	Intermediary and Peak (Mid-merit and/or Night)	RPS Compliant
12. Availability of Supply	The Seller shall ensure supply or cause the supply of the CC and CE by COD at the Delivery Points throughout the duration of the Cooperation Period.		
13. Schedule of Delivery	Based on the requirements as stated in item No. 4 Contracted Capacity. Confirmation of nomination is required from the Seller.		
14. Delivery point	Delivery Points shall be at the metering point or nodal point of the buyer (usually at NGCP substations) and not on the plant gate of the SELLER's Plant. (SELLER is responsible for line rental).		
15. Tariff Structure	<ol style="list-style-type: none"> The basis of the evaluation of generation cost and implementation of actual rate will be on a yearly <u>INCREMENTAL FIXED RATE</u> for the duration of contracted period. Tariff structure shall be broken down for base year only as a reference during the ERC filing of application but not limited to the following: <ul style="list-style-type: none"> Capacity Fee (Php/kWh); Fixed O&M (Php/kWh); Variable O&M (Php/kWh) Fuel Fee (Php/kWh) Present levelized cost of energy (LCOE) for the duration of the contract. The generation cost will be a <u>fixed rate without any additional passed on charges.</u> Market fees should not be included as buyer's obligation to pay. 		
16. Outage Allowance	<ul style="list-style-type: none"> The Power Plant shall be entitled to seven hundred twenty (720) hours (360 hours -Scheduled and 360 hours - Unscheduled) Outage ("Allowed Outage"). The Allowed Outage shall be computed based on its full load energy or kWh equivalent per billing year. At least 720 hours before any Allowed Outage, Seller shall nominate the number of hours for its Allowed Outages, which shall not exceed to 720 hours or equivalent kWh per billing year. Any un-utilized allowed Scheduled and Unscheduled Outage allowance within a calendar year will not be accumulated for use during the succeeding years of the cooperation period. Buyer's maintenance allowance shall be computed as Maximum demand multiplied by 30 days and by 24 hours. Scheduled outages shall be provided by the supplier as determined by the grid System Operator. No crediting of Outage Allowance from scheduled to unscheduled and vice versa 		
17. Replacement Power	<ul style="list-style-type: none"> <u>During Allowed Outage</u> Seller shall have the right, but not the obligation, to provide the Replacement Power to the Buyer during Allowed Outage. For this purpose, Replacement Power during Allowed Outage shall be billed at Contract Rate. 		



LOT NO. / REQUIREMENTS	LOT NO. 1 Base Load	LOT NO. 2 Intermediary and Peak (Mid-merit and/or Night)	LOT NO. 3 RPS Compliant
	<ul style="list-style-type: none"> <u>In Excess of Allowed Outage</u> In the event the Allowed Outage is exceeded, Seller shall supply or cause the supply to the Buyer Replacement Power at its own cost. However, the Buyer shall continue to pay the Seller for the Replacement Power at Contract Rate. <u>In Case of Force Majeure</u> In case of Force Majeure, Seller shall have the right, but not the obligation, to supply Replacement Power to the Buyer. For this purpose, the Seller shall bill the Buyer the Contract Rate, or WESM rates, whichever is applicable. 		
<p>18. Force Majeure (FM)</p>	<p>“Force Majeure” shall mean any circumstances beyond the reasonable control of a Party which effectively prevents such Party from performing its obligations hereunder. Force Majeure events may include without limitation:</p> <ul style="list-style-type: none"> Acts of God; Acts of war or the public enemy, whether war be declared or not declared, invasion, armed conflict or act of foreign enemy, attacks by insurgents, acts of terrorism, blockade, embargo, revolution and public disorders, including insurrection, rebellion, civil commotion, sabotage, riots and violent demonstrations; Floods, tidal waves, explosions, fires, earthquakes, typhoons and other natural calamities; Issuances of executive order or government intervention (e.g. pandemic, closure, etc) Grid outages <p>Distribution Utility and the Power Supplier 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 Power Supplier shall comply with the Emergency procedures and provide contingency plan if a force majeure occurs.</p> <p>The Electric Cooperative shall not be required to make payments for any capacity that is undelivered/unutilized.</p> <p>In case of Force Majeure event as indicated above, minimum energy off-take shall be suspended until the effect of FM ends. Actual consumption shall be pro-rated to all the buyer’s supplier.</p>		
<p>19. RCOA Reduction</p>	<p>The Buyer shall be entitled to a reduction in its Contracted Capacity and Contracted Energy as a result of the transfer of any of the Buyer’s captive customers to the contestable market.</p> <ol style="list-style-type: none"> <u>Scenario 1</u>: If the Transferring Customer transfers to a Retail Electricity Supplier (RES) that is an Affiliate of the Seller, the Buyer shall be entitled to RCOA Reduction provided that: <ul style="list-style-type: none"> a) That the Transferring Customer was an existing captive customer of the Buyer prior to COD. 		



LOT NO. / REQUIREMENTS	LOT NO. 1	LOT NO. 2	LOT NO. 3
	Base Load	Intermediary and Peak (Mid-merit and/or Night)	RPS Compliant
	<p>b) Buyer's RCOA Reduction quantity shall be equivalent to the average monthly demand of the Transferring Customer for the 12 months immediately preceding the switching date.</p> <p>2. <u>Scenario 2</u>: If the Transferring Customer transfers to a RES that is not an Affiliate of the Seller and not an Affiliate of any of the Buyer's power suppliers, Buyer shall be entitled to RCOA reduction provided that:</p> <p>a. The Transferring Customer was an existing captive customer of the Buyer prior to COD;</p> <p>b. The average monthly demand of the Transferring Customer for the 12 months immediately preceding the switching date</p> <p>c. Buyer's RCOA Reduction quantity shall be computed using the following formula: Formula:</p> $A_{MW} = \left[\frac{B_{MW}}{\sum C_{MW} + D_{WESMMW}} \right] * [E_{MW}]$ <p>A_{MW} – Seller Carve-Out (in MW) which is equivalent to the reduction of Contracted Capacity due to switching of Contestable Customer (yearly basis from interval 0001H-2400H)</p> <p>B_{MW} – Contract Capacity (in MW) prior to the reduction date</p> <p>$\sum C_{MW}$ – Current Aggregated Capacity (in MW) of suppliers contracted by Buyer, immediately prior to the reduction date</p> <p>D_{WESMMW} – Annual Average Exposure (Purchases, in MW) of Buyer to the Wholesale Electricity Spot Market, immediately prior to the reduction date</p> <p>E_{MW} – Capacity for Switching (in MW), equivalent to the Average Demand of contestable customers for the 12 months immediately preceding the reduction date.</p> <p>The Contract Capacity and Associated Energy shall be reduced equivalent to the reduction in the demand of affected ECs by reason of the implementation of Retail Competition and Open Access, the Renewable Energy Law, or other relevant Laws and Legal Requirements.</p>		
20. Currency	Price offer should be in Philippine Peso, Php		
21. Regulatory Approvals	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.		
22. Penalties	The Supplier shall be penalized with an administrative fee of P0.25/kWh on top of the replacement power cost in cases of the following events and circumstances: <ul style="list-style-type: none"> • Delay in Commercial Operation Date (COD); and 		



LOT NO. / REQUIREMENTS	LOT NO. 1 Base Load	LOT NO. 2 Intermediary and Peak (Mid-merit and/or Night)	LOT NO. 3 RPS Compliant
	<ul style="list-style-type: none"> • Failure of delivery of power. 		
23. Eligibility Requirements	<p>In case the required years of experience are not met, the Bidders may opt to submit detailed plan on how it intends to operate and maintain the generating facilities in accordance with the Philippine Grid and Distribution Codes, existing industry standards and applicable Philippine laws. The detailed plan must state how the bidder shall operate and maintain the generating facilities as well as the experience and technical capability of the persons, whether natural or judicial, who will operate and maintain the generating facilities. The detailed plan must contain the following:</p> <ul style="list-style-type: none"> • Executive Summary; • Description of the plan for the operation and maintenance of generating facilities; • Proposed table of organization including job descriptions, technical qualifications and experience of the management and technical team; and • Environmental and social obligations compliance programs. 		
24. Ground for Termination of Contract	<p>The Buyer/Off-taker may terminate the Agreement by written notice to the Supplier in cases of: Events of default;</p> <ul style="list-style-type: none"> • Non-occurrence of Commercial Operation Date; • Expiration of cooperation period and/or Upon Mutual Agreement; • Non-fulfillment of conditions for effective date; • Events of Force Majeure; and • 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. <p>The Supplier may terminate the Agreement by written notice to the Buyer/Off-taker when the Buyer/Off-taker:</p> <ul style="list-style-type: none"> • Discontinue operations; • Declares bankruptcy; or • Any financial obligation of the Customer is not paid when due within any applicable grace period. 		
25. Other terms and conditions	<p>The Supplier shall extend Prompt Payment Discount (PPD) based from the total billed amount (net of VAT) for the following:</p> <ul style="list-style-type: none"> • 3.2%, seven (7) working days after receipt of power bill • 2.5% ten (10) working days after receipt of power bill 		



LOT NO. / REQUIREMENTS	LOT NO. 1	LOT NO. 2	LOT NO. 3
	Base Load	Intermediary and Peak (Mid-merit and/or Night)	RPS Compliant
	Other discounts offer by the Supplier shall be included in the evaluation of the levelized offer.		
26. Reservation Clause	<p>In the event that the bid offer or Levelized Cost of Energy (LCOE) throughout the duration of contracted period is higher than the simulated rate impact of any of the participating coop, the JTPBAC has the right to disqualify the said bid offer.</p> <p>The simulated average lowest generation cost of participating coop per lot will be the basis of the reserve/cap rate that will be open during the pre-bid conference.</p> <p>In case of reduction of demand due to the expansion of franchise of other distribution or private utility or other circumstances that may affect the EC's franchise and will eventually result to the transfer of customers or takeover of existing distribution assets or facilities, the contracted demand of affected EC's will have a provision for automatic reduction of demand equivalent to the takeover capacity.</p> <p>In case of the second (2nd) failed Competitive Selection Process (CSP), the PGECPIC can proceed to direct negotiation as provided in DOE Department Circular.</p>		