

## INSTRUCTION TO BIDDERS

### 1. BIDDING DESCRIPTION

1.1 The Camarines Sur IV Electric Cooperative, Inc. (CASURECO IV) will conduct a Competitive Selection Process for its uncontracted energy.

1.2 NEA as well as the EC, require that the bidders shall observe the highest standard of ethics during the procurement, execution of such contracts and shall conform to existing R.A. 10531, NEA Memo No. 2019-007, DOE Circular No.2018-02-0003. In pursuance of this policy, CASURECO IV;

- a. will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- b. will recognize a supplier as ineligible, for a period determined by the CASURECO IV to be awarded a contract if at any time it determines that the supplier has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract.

### 2. SCOPE OF BID

2.1 The Camarines Sur IV Electric Cooperative, Inc. (hereinafter referred to as "**the Purchaser**") wishes to receive Bids for its uncontracted capacity/energy requirement as indicated in **Annex-1**.

2.2 All Bid documents are to be completed and returned to the Purchaser in accordance with this Instruction to Bidders.

### 3. ELIGIBLE BIDDERS

3.1 The Invitation for Bids is open solely to **all power suppliers** to supply and deliver the above power requirements which formed part of the Bid Documents.

### 4. ELIGIBLE GOODS

4.1 At the Purchaser's request, bidders may be required to provide evidence /documents of the origin of the power plant or power plant for construction, source of technology, plant processes that conforms to existing laws and regulations.

### 5. QUALIFICATION OF BIDDER

5.1 To be qualified for award of Contract, bidders shall:

- a. submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and
- b. submit documentary evidence showing/establishing that bidders' company has been existing for a minimum of two (2) years.

### 6. ONE BID PER BIDDER

6.1 Each bidder shall submit only one bid.

### 7. COST OF BIDDING

7.1 The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser will in no case be responsible or liable for those costs.

## 8. ASSURANCE

- 8.1 The successful bidder will be required to give satisfactory assurance of its ability to supply and deliver the goods/ services, pursuant to the Contract, within the time set forth therein.

## 9. CONTENTS OF BIDDING DOCUMENTS

- 9.1 The bidding documents are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause 11.

Invitation for Bids  
Section I: Instruction to Bidders; and  
Section II: Sample Forms;

1. Form 1 – Bid
2. Form 2 – Power of Attorney
3. Form 3 – Plant Data
4. Form 4 – Price Schedule
5. Form 5 - Contract (*draft*)

- 9.2 The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms and specifications. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents, will result in the rejection of the Bid.

## 10. CLARIFICATION OF BIDDING DOCUMENTS

- 10.1 Prospective Bidders requiring any further information or clarification of the Bidding Documents may notify the Purchaser in writing or by email ([cs4ec77@yahoo.com](mailto:cs4ec77@yahoo.com)) at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for information or clarification of the Bidding Documents, not later than three (3) days prior to the deadline for submission of Bids prescribed by the Purchaser. The purchaser's response will be sent in writing or by email to all prospective bidders who have received the bidding documents.

## 11. AMENDMENT OF BIDDING DOCUMENTS

- 11.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing an addendum.
- 11.2 The addendum shall be a part of the Bidding Documents, pursuant to Clause 9.1 and shall be communicated in writing or by email to all prospective bidders who have received the Bidding Documents, and will be binding on them.
- 11.3 In order to afford prospective Bidders reasonable time in which to take the addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids in accordance with Clause 24.

## 12. LANGUAGE OF BID

- 12.1 The Bid prepared by the bidder and all correspondence and documents relating to the Bid exchanged between the bidder and the Purchaser, shall be written in English Language.

## 13. DOCUMENTS COMPRISING THE BIDS

- 13.1 The Bid prepared by the bidder shall comprise the following components:
- a. The bidder shall complete an original and 3 copies of the Bid Form furnished in the Bidding Documents, in accordance with Clauses 14 and 15;

- b. documentary evidence establishing in accordance with Clause 16, that the bidder is qualified to perform the Contract if its Bid is accepted;
- c. documentary evidence establishing, in accordance with Clause 17, that the Goods to be used by the bidder conform to the Bidding Documents;
- d. bid security furnished in accordance with Clause 18; and
- e. power of attorney.

#### **14. BID PRICES**

14.1 The bidder shall complete the appropriate Bid Form included herein, stating the Bid Price.

#### **15. CURRENCIES OF BID AND PAYMENT**

15.1 Payment of the contract shall be made in the Philippine currency.

#### **16. DOCUMENTS ESTABLISHING BIDDER'S QUALIFICATIONS TO PERFORM THE CONTRACT**

16.1 The documentary evidence of the bidder's qualifications to perform the Contract, if its Bid is accepted, shall establish to the Purchaser's satisfaction prior to award of Contract:

- (a) that the bidder has the financial and technical capability necessary to perform the Contract;

#### **17. DOCUMENTS ESTABLISHING THE GOODS' CONFORMITY TO THE BIDDING DOCUMENTS**

17.1 In order to prove that the Goods offered or to be used are of acceptable shall conform to Terms of Reference set herein.

17.2 The power supplier shall attach to the Bid Form all documents required in the Term of Reference.

#### **18. BID SECURITY**

Bid security equivalent 2% of one month (average) energy requirement and shall be converted to performance bond for the winning bidder.

#### **19. PERIOD OF VALIDITY OF BIDS**

19.1 Bids shall remain valid for One Hundred Fifty (150) after the date of bid closing prescribed by the Purchaser, pursuant to Clause 23.

19.2 Notwithstanding Clause 19.1 above, the Purchaser may solicit bidder's consent to an extension of the period of bid validity. The requests and the responses thereto shall be made in writing or by email. If the bidders agree to the extension request, the validity of the bid security provided under Clause 18 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required or permitted to modify its Bid.

#### **20. ALTERNATIVE BIDS**

20.1 Bidders shall submit Bids, which comply with the Bidding Documents. Alternative Bids will not be considered. The attention of bidders is drawn to the provisions of Clause 29.3 regarding the rejection of Bids, which are not substantially responsive to the requirement of the Bidding Documents.

## 21. FORMAT AND SIGNING OF BIDS

- 21.1 The original Bid Form and accompanying documents (as specified in Clause 13), clearly marked "Original Bid", plus three (3) copies must be received by the Purchaser at the date, time, and place specified pursuant to Clause 22 and 23. In the event of any discrepancy between the original and the copies, the original shall govern.
- 21.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to sign on behalf of the bidder. Written power-of-attorney accompanying the Bid shall indicate such authorization. All pages of the Bidding Documents shall be initialed by the person or persons signing the Bid. The name and position held by each person signing must be typed or printed below the signature.
- 21.3 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or person signing the Bid.

## 22. SEALING AND MARKING OF BIDS

- 22.1 The bidder shall sign and seal the original and each copy of the Bid in an inner and an outer envelope duly marking the envelopes as "original" and "copy".
- 22.2 The inner and outer envelopes shall:
- a. be addressed to the Purchaser at the following address **THE CHAIRMAN, Third Party Bids and Awards Committee, CASURECO IV, Talojongon, Tigaon, Camarines Sur ;and**
  - b. bear the words **"DO NOT OPEN BEFORE 1:00 p.m. of August 5, 2022.**
- 22.3 In addition to the information required in sub-clauses (a) and (b) above, the inner envelope shall indicate the name and address of the bidder to enable the Bid to be returned unopened in case it is declared "Late" pursuant to Clause 24.

## 23. DEADLINE FOR SUBMISSIONS OF BIDS

- 23.1 The original Bid, together with the required copies, must be received by the Purchaser at the address specified in Clause 22.2 not later than **1:00 p.m. of August 5, 2022 in two envelopes, one (1) for Eligibility Requirement and one (1) for the Bid Proposal. The Financial Bid shall be in Form 1, all other required documents per instruction to bidders shall be placed in the Technical Bid.**
- 23.2 The purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 11, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## 24. LATE BIDS

- 24.1 Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to Clause 23 will be declared "Late" and rejected and returned unopened to the bidder.

## 25. MODIFICATION AND WITHDRAWAL OF BIDS

- 25.1 The bidder may modify or withdraw its Bid after the Bid's submission; provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of Bids.
- 25.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with provisions of Clause 22, with the outer and inner envelopes additionally marked **"MODIFICATION" or "WITHDRAWAL"**, as appropriate. A withdrawal notice may also be sent by fax but must be followed by a signed confirmation copy.

25.3 No Bid may be modified subsequent to the deadline for submission of Bids.

25.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified in clause 19.1.

## **26. OPENING OF BIDS BY PURCHASER**

26.1 The Purchaser will open the Bids in the presence of bidders' representatives who choose to attend at **CASURECO IV Board Room on August 5, 2022; 1:00 p.m.** The bidders' representatives who are present shall sign a register evidencing their attendance.

26.2 The bidders' names, bid prices, all discounts offered, modifications and bid withdrawals, and the presence or absence of the requisite bid security, and such other details as the Purchaser, at its discretion, may consider appropriate will be announced and recorded at the opening. Any bid price or discount, which is not read out and recorded at bid opening, will not be taken into account in bid evaluation. The bidder's representatives will be required to sign the record.

26.3 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in the forfeiture of the bid security pursuant to Clause 18.

## **27. PROCESS TO BE CONFIDENTIAL**

27.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any efforts by a bidder to influence the Purchaser's processing of Bids or award decisions may result in the rejection of the bidder's Bid.

The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids in accordance with sub-clauses 29.2/29.3.

## **28. CLARIFICATIONS OF BIDS**

28.1 To assist in the examination, evaluation, and comparison of Bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its Bid. All responses to request for clarification shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted.

## **29. PRELIMINARY EXAMINATION OF BIDS**

29.1 The Purchaser will examine the bids to determine whether they are complete, whether required bid securities have been furnished, whether the documents have been properly signed, all pages should be with initials of the authorized person/s and whether the bids are generally in order.

29.2 Prior to the detailed evaluation, pursuant to Clause 30, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents including acceptable quality of the Goods offered, pursuant to Clause 17.1. A substantially responsive Bid is one which conforms to Terms of Reference (TOR) of the Bidding Documents without material deviation.

29.3 A Bid determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

29.4 Check the bidder's compliance to the financial documents required by the Purchaser.

29.5 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

29.6 The amount stated in the Form of Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 18.6 (b).

### **30. EVALUATION AND COMPARISON OF BIDS**

30.1 The Purchaser will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 29.

30.2 The evaluation of bids shall take into account the price and other terms and conditions of the offer.

### **31. CONTACTING THE PURCHASER**

31.1 Subject to Clause 28, no bidder shall contact the Purchaser on any matter relating to its Bid, from the time of bid opening to the time the contract is awarded.

31.2 Any effort by a bidder to influence the Purchaser in the purchaser's decision in respect of bid evaluation, bid comparison or Contract award will result in the rejection of the Bidder's Bid.

### **32. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

32.1 The Purchaser reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders of the grounds for the Purchaser's action.

### **33. POST QUALIFICATION AND AWARD**

33.1 The Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest-evaluated, responsive bid is qualified to satisfactorily perform the Contract.

33.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualification submitted by the bidder, pursuant to Clause 16, as well as such other information as the Purchaser deems necessary and appropriate.

33.3 An affirmative determination will be pre-requisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

33.4 The Purchaser will award the Contract to the successful bidder whose Bid has been determined to be the lowest evaluated, responsive Bid, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.

### **34. NOTIFICATION OF AWARD**

34.1 The Purchaser will notify the successful bidder in writing by registered letter, or by email to be confirmed in writing by registered letter, that its Bid has been accepted, responsive the lowest evaluated.

34.2 The notification of award will constitute the formation of a contract, until the Contract has been effected pursuant to Clause 35.

**35. SIGNING OF AWARD**

35.1 At the time of notification of award, the Purchaser will send the successful bidder the Contract Form.

35.2 Within Seven (7) days from receipt of such Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

**36. PERFORMANCE SECURITY**

36.1 Within Seven (7) days from the receipt of notification of award from the Purchaser, the successful bidder shall furnish the performance security, in accordance with Condition of Contract in the Performance Security Form provided in the Bidding Documents or another form acceptable to the Purchaser.

36.2 Failure of successful bidder to comply with the requirements of Clauses 35.2 & 36.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

**37. DELIVERY AND CONSTRUCTION PERIOD**

37.1 Delivery of goods based on offer upon receipt of Notice of Award, Notice to Proceed and Signed PSA. Start of receiving the energy from the power plant facility July 26, 2023.

**FORM 1: BID**

**Date:** \_\_\_\_\_

**Invitation for Bids No.** \_\_\_\_\_

**TO:** \_\_\_\_\_

\_\_\_\_\_  
(Name & Address of Purchaser)

**ATTN.: Third Party Bids and Awards Committee  
CASURECO IV**

**Gentlemen:**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, I/We, the undersigned, offer to Supply and Delivery of the following:

in conformity with the said Bid Documents for the sum of \_\_\_\_\_ **PESOS/KWHR (Php/kwhr \_\_\_\_\_)** or such other sum as may be ascertained in accordance with your requirement.

We undertake, if our bid is accepted, to commence within \_\_\_\_\_ (\_\_\_\_) days calculated from the date of the execution/signing of the Contract.

Until a formal contract is prepared and executed, this bid, together with your Notice of Award and other bid documents, shall constitute a binding Contract between us.

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

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Signature over Printed Name  
(In capacity of)

Duly authorized to sign bid for and in behalf of:

\_\_\_\_\_



**FORM 2: POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:**

That I/We, \_\_\_\_\_  
of legal age, Filipino and resident/s of \_\_\_\_\_,  
do hereby make, constitute and  
appoint MR./MS. \_\_\_\_\_, our true and lawful  
attorneys in fact to act for us, on our behalf, and in name, by investing them with the  
following powers:

- a. To make any proposal to and/or negotiate and execute the contract or any other agreement with Camarines Sur IV Electric Coop., Inc., its representative and/or agents, if any, relating to the Bid for the

\_\_\_\_\_.

under Invitation for Bids No. \_\_\_\_\_.

- b. To receive, accept and acknowledge any notice issued under the contract, any other agreement and/or any other proposal.
- c. To do any all acts and things and execute any and all instruments certificate and agreement, which they may deem necessary or advisable, or which may, required for or in connection with execution of the said contract.

**HEREBY GIVING AND GRANTING** unto my/our said attorney full powers and authority to do and perform all and every act requisite or necessary to carry into effect the forgoing authority as fully to all intents and purposes as I/We might lawfully do if personally present, with full power of substitution and revocation, and hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

**IN WITNESS WHEREOF**, I/We have hereunto set my/our hand/s this \_\_\_\_\_ day of \_\_\_\_\_ 2022, in the \_\_\_\_\_ Philippines.

\_\_\_\_\_  
(Signature over printed Name)

\_\_\_\_\_  
(Position/Designation)

*Note: Original documents authorizing the above official to sign this Power of Attorney is attached hereto.*

**ACKNOWLEDGMENT**

Republic of the Philippines )  
  ) S.S.  
  )

BEFORE ME, a Notary Public, personally appeared

NAME	RES. CERT.#	ISSUED AT	ISSUED ON
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Known to me to be the same persons who executed the foregoing and who acknowledged to me that the same is their free act and voluntary deed.

**WITNESS BY HAND** and seal this \_\_\_\_\_ day of \_\_\_\_\_.

**WITNESS MY HAND AND SEAL.**

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2022.

**FORM - 3: PLANT DATA**

Description	Hydro (example only)	Coal fired (example only)
Plant Capacity (MW)	Applicable	Applicable
Total installed capacity	Applicable	Applicable
No. of generating units and installed capacity of each unit	Applicable	Applicable
Dependable capacity	Applicable	Applicable
Plant standby capacity	Applicable	Applicable
Black start capability	Applicable	Applicable
Cert of Good performance/track record with other customers	Applicable	Applicable
Plant Cost (US \$/kW)	Applicable	Applicable
Fixed O&M (US \$/kW-yr)	Applicable	Applicable
Variable O&M (US \$/Kwh)	Applicable	Applicable
Fuel Cost (US \$/MMBTU)	Not Applicable	Applicable
Heat Rate (BTU/Kwh)	Not Applicable	Applicable
Fuel Escalation Rate (% p.a.)	Not Applicable	Applicable
Levelizing period (yrs)	Applicable	Applicable
Interest Rate (% p.a.)	Applicable	Applicable
FOREX (Php/US\$)	Applicable	Applicable
<b>Table-3: Plant Data and Fuel Prices</b>		

**FORM - 4: PRICE SCHEDULE**

**CHECKLIST OF ELIGIBILITY REQUIREMENTS**

	BIDDER-1	BIDDER-2	BIDDER-3	BIDDER-4	BIDDER-5
<b>BIDDING FOR POWER SUPPLY (Competitive Selection Process)</b>					
October 5, 2022, 1:00 PM, CASURECO-IV BOARD ROOM					
<b>I. Eligibility Requirements (Class "A" Documents)</b>					
<b>A. LEGAL DOCUMENTS: FOLDER 1 (ENVELOPE 1)</b>					
1. SEC registration certificate, whichever is appropriate under laws of the Philippines;					
2. Valid and current Mayor's permit/municipal license; (principal place of business)					
3. Taxpayer's Identification Number.					
4. BIR Value Added Tax registration.					
5. Statement that the bidder is not "blacklisted" or banned from bidding by the government or any of its agencies, offices, corporation or LGU's, 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 59.4 of the IRR-A No.9184.					
6. Compliance with E.O. #398					
a. Proof of VAT payments for the past six 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 bidders responsible officers that the bidder is free and clear of all liabilities with the government.					
7. Company profile					
<b>B. TECHNICAL DOCUMENTS: FOLDER 2 (ENVELOPE 1)</b>					
1. Statement in matrix from all ongoing and completed government and private contracts (service contracts, maintenance contracts, purchase orders, job orders, etc.) within the relevant period, where applicable, including contracts awarded but not yet started, if any. The statement 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 the contract;					
ii. Date of contract;					
iii. Amount of contract and value of outstanding contracts;					
iv. Date of delivery;					
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 the subject of the public bidding concerned. <i>(if applicable)</i>					
2. PCAB license - (Philippines Contractors Accreditation Board) for infrastructure projects <i>(if applicable)</i>					
<b>C. FINANCIAL DOCUMENTS: FOLDER 3(ENVELOPE 1)</b>					
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 bidders total and current assets and liabilities. Complete set of financial statement includes the following:					
1) Balance Sheet (2-12 month period)					

