



## INVITATION TO BID

Pursuant to the DOE DC Circular No. DC 2018-02-0003, DC 2021-09-0030 and NEA Memorandum No. 2019-007, R1+CAR+S1, through its Joint Third Party Bids and Awards Committee (JTPBAC), invites all interested and qualified suppliers to participate in the Joint Competitive Selection Process for the supply of electricity to meet the baseload demand requirements of its consumers and/or to comply with the required Renewable Portfolio Standards (RPS) as follows, where there shall only be one (1) winning bidder per lot:

Contract Year	Lot 1 Baseload Requirement	Lot 2 RPS Requirement
2022	36 MW	-
2023	43.5 MW	3,252 MWh
2024	123 MW	70,747 MWh
2025	130 MW	97,717 MWh

R1+CAR+S1 is composed of Benguet Electric Cooperative (BENECO); Ilocos Norte Electric Cooperative, Inc. (INEC); Ilocos Sur Electric Cooperative, Inc. (ISECO); Kalinga Electric Cooperative, Inc. (KAELCO); La Union Electric Cooperative, Inc. (LUELCO); Mountain Province Electric Cooperative, Inc. (MOPRECO); Pangasinan I Electric Cooperative (PANELCO I); and Sorsogon I Electric Cooperative, Inc. (SORECO I).

### ELIGIBLE BIDDERS:

- A generation Company (GenCo), including its subsidiary/ies and/or affiliate/s, that owns and/or operates a power plant;
- An IPP Administrator of privatized IPP PPA of NPC through an IPPA contract awarded by PSALM; and/or
- A licensed Wholesale Aggregator with (i) existing capacity contracts and/or has arranged for a capacity contract in response to this Joint CSP, and/or (ii) a firm commitment to supply from WESM at fixed prices.

### SCHEDULE OF ACTIVITIES:

Subject to appropriate and timely notice, the JTPBAC reserves the right to amend the schedule of activities as shown below:

ACTIVITIES	SCHEDULE
Posting of Invitation to Bid	08-Oct-2022
1 <sup>st</sup> Publication of Invitation to Bid	08-Oct-2022
2 <sup>nd</sup> Publication of Invitation to Bid	15-Oct-2022
Issuance of Bid Documents	10-Oct to 24-Oct-2022
Pre-Bid Conference	24-Oct-2022
Issuance of Minutes of the Pre-Bid Conference	28-Oct-2022
Deadline of Submission of Comments	31-Oct-2022
Issuance of Final Instruction to Bidders	04-Nov-2022
Due Diligence of Proponent	10-Oct to 17-Nov-2022
Submission and Opening of Bids	18-Nov-2022
Evaluation on Submitted Bids	21-Nov-2022
Post-Qualification and Detailed Evaluation of Bids	21-Nov to 24-Nov-2022
Submission of Recommendation to Joint CSP Board for the Issuance of Notice of Award to Winning Bidder	25-Nov-2022
Confirmation of Joint CSP Board	25-Nov-2022
Final Evaluation/Assessment of PSA by NEA with respect to submitted TOR	28-Nov to 02-Dec-2022
Issuance of Notice to Proceed on the Signing of PSA	05-Dec-2022
Signing of PSA	06-Dec to 09-Dec-2022
Joint Regulatory Filing	12-Dec-2022 to 06-Jan-2023

**TERMS OF REFERENCE:**

Pursuant to the DOE DC Circular No. DC 2018-02-0003, DC 2021-09-0030 and NEA Memorandum No. 2019-007, R1+CAR+S1, 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 following minimum requirements:

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<p><b>Type of Contract</b></p>	<ul style="list-style-type: none"> <li>Firm</li> <li>Base load and RPS requirement</li> <li>The supply may be provided by one or more power plants.</li> </ul>																																																																																																	
<p><b>Contracted Capacity (MW)</b></p>	<p>For Base Load Requirement (Lot 1):</p> <table border="1" data-bbox="533 533 1374 857"> <thead> <tr> <th rowspan="2">Electric Coop.</th> <th colspan="4">Contracted Capacity (MW) and Contract Duration</th> </tr> <tr> <th>26 Oct. 2022 - 25 Dec. 2022</th> <th>26 Dec. 2022 - 25 Dec. 2023</th> <th>26 Dec. 2023 - 25 Dec. 2024</th> <th>26 Dec. 2024 - 25 Dec. 2025</th> </tr> </thead> <tbody> <tr> <td>BENECO</td> <td>-</td> <td>-</td> <td>70**</td> <td>70</td> </tr> <tr> <td>INEC</td> <td>-</td> <td>3</td> <td>5</td> <td>6</td> </tr> <tr> <td>ISECO</td> <td>5</td> <td>6.5</td> <td>8.5</td> <td>9.5</td> </tr> <tr> <td>KAELCO</td> <td>3</td> <td>4</td> <td>5</td> <td>7</td> </tr> <tr> <td>LUELCO</td> <td>4</td> <td>6</td> <td>8</td> <td>10</td> </tr> <tr> <td>MOPRECO</td> <td>-</td> <td>-</td> <td>0.5</td> <td>0.5</td> </tr> <tr> <td>PANELCO I</td> <td>19*</td> <td>19</td> <td>20</td> <td>21</td> </tr> <tr> <td>SORECO I</td> <td>5</td> <td>5</td> <td>6</td> <td>6</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>36</b></td> <td><b>43.5</b></td> <td><b>123</b></td> <td><b>130</b></td> </tr> </tbody> </table> <p>*PANELCO I will start 26 October 2022. **BENECO will start 13 March 2024.</p> <p>Note: For the Contracted Capacity, please see the Planned MW column under the Forecasted Consumption Data of the Power Supply Procurement Plan (PSP) for the corresponding Electric Cooperative.</p> <p>For the first year, the intended start date is 26 October 2022 or the soonest possible depending on the timeline of the Competitive Selection Process (CSP). Energy requirements for the first year will be adjusted accordingly.</p>	Electric Coop.	Contracted Capacity (MW) and Contract Duration				26 Oct. 2022 - 25 Dec. 2022	26 Dec. 2022 - 25 Dec. 2023	26 Dec. 2023 - 25 Dec. 2024	26 Dec. 2024 - 25 Dec. 2025	BENECO	-	-	70**	70	INEC	-	3	5	6	ISECO	5	6.5	8.5	9.5	KAELCO	3	4	5	7	LUELCO	4	6	8	10	MOPRECO	-	-	0.5	0.5	PANELCO I	19*	19	20	21	SORECO I	5	5	6	6	<b>TOTAL</b>	<b>36</b>	<b>43.5</b>	<b>123</b>	<b>130</b>																																											
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<b>Dependable Capacity (MW)</b>	The Bidder, as part of its Class "A" Technical Documents, shall specify the <i>"Installed and dependable capacity of the power plant."</i>
<b>Tariff Structure</b>	<p><u>For Base Load Requirement (Lot 1):</u></p> <p>Price components are (1) capacity fee, for fixed costs including capital recovery and fixed operations and maintenance costs, and (2) energy fee, for variable costs including variable operations and maintenance costs and fuel costs.</p> <p>Except for capital recovery, price components may be firm or indexed. Fuel may either be pass-through or fixed. If the price components are indexed or pass-through, the reference month and year for the base price will be determined by the Joint TWG.</p> <p>Bidders must submit a complete breakdown of the tariff structure. Price offers shall be in Philippine peso. Capacity fees shall not be charged during outage of power plants that result to reduced or no supply to the R1+CAR+S1 ECs.</p> <p><u>For RPS Requirement (Lot 2):</u></p> <p>Only an energy fee in PHP/kWh of RPS will be allowed.</p> <p>Price offers shall be in Philippine peso.</p>
<b>Outage Allowance per plant</b>	<p>Seller, specified in the Bid, will be allowed outages not to exceed the Equivalent Hours of Scheduled and Unscheduled Outages for a Contract Year. Separate Equivalent Hours for Scheduled Outages and Unscheduled Outages shall be specified.</p> <p>Equivalent Hours of Outages shall be calculated based on the actual capacity and duration that the Seller is unable to deliver power supply to Buyer.</p> <p>If actual outage hours is beyond the Allowed Outages, Seller shall be responsible for the difference between the actual price (including WESM) and contract price.</p> <p>Unutilized Equivalent Hours of Allowed Outages cannot be carried forward to subsequent Contract Years.</p> <p>Scheduled Outage Equivalent Hours may be "borrowed" from Unscheduled Outage Equivalent Hours provided arranged with the Buyer at least six months prior to scheduled outage. Unscheduled Outage Equivalent Hours cannot be "borrowed" from Scheduled Outage Equivalent Hours.</p> <p>The Allowed Outages shall not exceed 720 hours total for scheduled and unscheduled outage.</p> <p>List of scheduled outages shall be provided by the supplier as determined by the grid System Operator.</p> <p>Penalty clause should be determined based on the EC approved timeline of scheduled outage.</p> <p>On unscheduled outage, delay on return to service per pre-determined timeline by the EC and power provider will also have a penalty clause notwithstanding the provision on replacement power.</p> <p>In the event that the supplier fails to deliver scheduled contracted energy and the allowable unscheduled outage hours have already been exceeded, the supplier shall be charged a deficiency fee to be paid to the EC. This deficiency fee is separate from the price difference between the applicable WESM price and the contract price.</p>

DESCRIPTION	REQUIREMENT
<b>Force Majeure</b>	<p>Force Majeure are events beyond the control of the Parties (including Transmission System failures).</p> <p>Parties shall notify and give details of the Force Majeure events to be excused.</p> <p>Period for remedy shall be defined during negotiation.</p> <p>Prolonged Force Majeure refers to the event wherein the duration of the Force Majeure exceeds two months and it may lead to termination of contract.</p> <p>R1+CAR+S1 shall not be required to make payments for any of the following:</p> <ol style="list-style-type: none"> <li>1. Capacity that is unavailable</li> <li>2. Capacity that it cannot accept</li> </ol> <p>The following shall be considered as Force Majeure events:</p> <ol style="list-style-type: none"> <li>1. Acts of God;</li> <li>2. Acts of war or the public enemy whether war be declared or not, terrorism, invasion, armed conflict or act of foreign enemy, blockage, embargo, revolution, and public disorders, including insurrection, rebellion, civil commotion, sabotage, riots and violent demonstrations;</li> <li>3. Accidents, explosions, fires, earthquakes, typhoons, tidal waves, storm surges, flooding in any of the areas served by either party, or other natural calamities;</li> <li>4. Adverse geological or underground conditions which were not discovered and would not have been discovered by a reasonably prudent exploratory drilling program;</li> <li>5. Exceptionally severe weather conditions the effects of which could not have been avoided by the exercise of reasonably prudent precautions;</li> <li>6. Strikes or lockouts or other industrial action by workers or employees of either party, or of any contractor, any operation and maintenance contractor, or any subcontractor of any contractor or any operation and maintenance contractor, which will affect the supply or acceptance of the Contracted Capacity;</li> <li>7. Any System Emergency or Transmission Failure that may affect the delivery by the supplier, or acceptance by the EC, of power (except if due to the act or omission of the party seeking to claim an Event of Force Majeure, unless otherwise due to an Event of Force Majeure);</li> <li>8. Appropriate actions taken in response to any orders, warnings or advice given by a Governmental Instrumentality or the System Operator for safety reasons to implement emergency shutdown (except if due to the act or omission of the party seeking to claim an Event of Force Majeure, unless otherwise due to an Event of Force Majeure); and</li> <li>9. Force Majeure events defined under the WESM Rules [Rules 6.7.1 and 6.7.2].</li> <li>10. Epidemic, pandemic, outbreaks of infectious diseases or any other public health crisis, including quarantine restrictions, and other similar occurrences.</li> </ol> <p>R1+CAR+S1 and the winning bidder shall establish the action plans to be followed by both parties.</p> <p>During force majeure, actual metered quantity shall be applied. Penalties on the off-taker shall not be imposed.</p>
<b>Retail Competition and Open Access (RCOA)</b>	<p>No penalty shall be imposed on the off-taker if there is a reduction of energy purchased due to the implementation of Open Access (RCOA). Revision of monthly minimum energy off take shall be undertaken by both parties.</p>

DESCRIPTION	REQUIREMENT
<b>Green Energy Option Program (GEOP)</b>	No penalty shall be imposed on the off-taker if there is a reduction of energy purchased due to the implementation of Green Energy Option Program (GEOP). Revision of monthly minimum energy off take shall be undertaken by both parties.
<b>Replacement Power</b>	<p>The Seller will arrange Replacement Power but Buyer has option in accordance with protocol which specify the timelines. The protocol will be agreed upon with the winning bidder.</p> <p>In case Seller arranges for Replacement Power during Outages, Line Rental to be charged as if Power came from the original power plant.</p> <p>If the actual outage hours is within the Allowable Outage Hours and Seller declares an outage, Seller may supply, subject to Buyer’s approval. In this case, the associated Outage Hours shall still be counted as Outage Hours of the Seller while the associated energy shall not be considered in the computation of the CUF.</p> <p>The Supplier shall be responsible to provide replacement power in the following cases, except for Force Majeure Events:</p> <ol style="list-style-type: none"> <li>a. During any delay of the Start of Delivery of Supply; and</li> <li>b. When its power plant is on scheduled or unscheduled outage to ensure continuity of supply in compliance with the cooperation period.</li> </ol> <p>When the Outage Allowance has been exceeded, the cost of the Replacement Power to be paid by the Buyer to the Supplier shall be based on the ERC-approved contract price. In case the Supplier provides Replacement Power, the positive difference of the actual Line Rental incurred and the expected Line Rental if power had come from the original power plant(s) specified in the Winning Bid of the Supplier shall be for the account of the supplier.</p> <p>In case the Supplier fails to provide Replacement Power, R1+CAR+S1 ECs shall source their own Replacement Power. In this case, the positive difference of the Line Rental and other associated costs of this Replacement Power and the Line Rental and other associated costs of the supply from the power plant(s) specified by the Supplier in its Winning Bid shall be for the account of the Supplier.</p> <p>The protocols that specify the timelines and the equations for calculations will be agreed upon with the Supplier.</p> <p>If the Supplier is able to provide Replacement Power in excess of their Outage Allowance, the Outage Hours shall still be counted, while the associated Energy shall be considered in the computation of the CUF.</p> <p>If the Outage Allowance has not been exceeded and Seller declares an outage, Seller may offer to supply subject to Buyer’s acceptance. In this case, the corresponding duration of outage shall still be counted as Outage Hours of the Seller while the corresponding energy shall not be considered in the computation of the CUF.</p> <p>Replacement power from renewable source shall not be subject to VAT.</p>
<b>Currency</b>	Price offer should be in Philippine Peso.
<b>Regulatory Approvals</b>	The Power Supplier shall make the necessary rate 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 the EC should not be made to shoulder the incremental difference.

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<b>Penalties</b>	<p>The EC shall list a set of penalties for the power supplier not limited to the following:</p> <ul style="list-style-type: none"> <li>● Before and during commercial operation</li> <li>● Cost of foregone revenue and surcharge</li> <li>● Ground for termination of contract</li> <li>● Ground for the power supplier to be blacklisted</li> </ul> <p>The Supplier shall be penalized (monetary, etc.) in cases of the following events and circumstances:</p> <ul style="list-style-type: none"> <li>● Delay in COD;</li> <li>● Failure of delivery of power;</li> <li>● Other violations under the resulting PSA.</li> </ul>
<b>Source of Power</b>	<ul style="list-style-type: none"> <li>● Open Technology</li> </ul>
<b>Plant Capacity</b>	<p>The Bidder in its Class "A" Technical Documents shall state in matrix form of all power plants owned/operated (for GenCo), awarded IPPA Contract (for IPPA), and/or contracted (for Wholesale Aggregator).</p> <ol style="list-style-type: none"> <li>i. <i>The state name of the power plant;</i></li> <li>ii. <i>Installed and dependable capacity of the power plant;</i></li> <li>iii. <i>Type of power plant according to fuel or energy resource;</i></li> <li>iv. <i>Location (address) of the power plant</i></li> <li>v. <i>Year the power plant was built and commissioned</i></li> <li>vi. <i>Uncontracted capacity of the power plant for years 2022 to 2025; and</i></li> <li>vii. <i>Number and average duration of scheduled and unscheduled outages for the last five (5) years, supported by a certification issued by NGCP System Operator or a letter-request for said certification if the certification is not yet available. The certification shall, however, be subsequently submitted prior to the signing of the PSA;</i></li> </ol> <p>The statement shall be supported by the Certificate of Compliance (COC) and/or License as Wholesale Aggregator issued by the ERC and IPP Contract for IPP Administrators.</p>
<b>Eligibility Requirements</b>	<p>The generating units and power plants must adhere to relevant technical codes and regulations, including but not limited to the Philippine Grid Code and the Philippine Distribution Code, among others.</p> <p>The bidders are required 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.</p> <p>The detailed plan must contain the following:</p> <ol style="list-style-type: none"> <li>1. Executive Summary</li> <li>2. Description of the plan for the operation and maintenance of generating facilities</li> <li>3. Proposed table of organization including job descriptions, technical qualifications and experience of the management and technical team</li> <li>4. Environmental and social obligations compliance programs</li> </ol> <p>The Bidder, as part of its Class "A" Technical Documents, shall highlight its experiences and expertise of the company and/or key officers in power plant operation, IPP contract administration, and/or wholesale power aggregation. For new entrants, highlight the experience of officers. They are allowed to participate provided they can deliver the power supply within the prescribed delivery period. Certificate of Good Performance/Track Record with other customers shall be required.</p>

DESCRIPTION	REQUIREMENT
<p align="center"><b>Grounds for Termination of Contract</b></p>	<p>The Buyer/Off-taker may terminate the Agreement by written notice to the Supplier in cases of:</p> <ul style="list-style-type: none"> <li>• Events of default;</li> <li>• Non-fulfillment of conditions for effective date;</li> <li>• Events of Prolonged Force Majeure; and</li> <li>• 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.</li> </ul> <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"> <li>• Discontinue operations;</li> <li>• Declares bankruptcy; or</li> <li>• Any financial obligation of the Customer is not paid when due within any applicable grace period.</li> </ul>

**PARTICIPATION FEE AND WINNING BIDDERS' FEE:**

Bidders shall pay a non-refundable Participation Fee (Bidding Documents Fee) equivalent to Five Hundred Thousand Pesos (Php 500,000.00) which may be made personally or electronically wired through the account indicated below:

<b>ACCOUNT INFORMATION</b>	
<i>Account Name:</i>	PANGASINAN I ELECTRIC COOPERATIVE (PANELCO I)
<i>Bank:</i>	Metropolitan Bank & Trust Company (MBTC)
<i>Account Number:</i>	368-3-368034461
<i>Account Address:</i>	Alaminos City Branch

Only the bidders who have properly secured the Bidding Documents will be invited to the Pre-Bid Conference and will be allowed to participate in the Bidding. The winning bidder for Lot 1 shall pay Winning Bidders' Fee equivalent to Two Million Five Hundred Thousand Pesos (Php 2,500,000.00) while the winning bidder for Lot 2 shall pay Winning Bidders' Fee equivalent to Five Hundred Thousand Pesos (Php 500,000.00).

**INFORMATION MEMORANDUM:**

R1+CAR+S1 shall release upon request an Information Memorandum which describes the Joint Competitive Selection Process and provides pertinent information on the participating ECs. Interested bidders may submit a notarized Letter of Intent (LOI) signed by an authorized representative and shall state the full name, address, telephone number and official e-mail address of the interested Bidder and name of the principal contact.

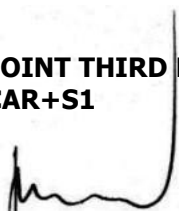
Request for Information Memorandum and submission of LOI should be addressed to the JTPBAC through the following:

**THE JOINT THIRD PARTY BIDS AND AWARDS COMMITTEE**

Business Address: PANELCO I Main Office, San Jose, Bani, Pangasinan 2407  
E-mail Address: r1car.s12019@gmail.com  
Contact Person: Mr. Manuel R. Tabucol, Jr., JTPBAC Secretariat Chairperson  
Contact No.: 0917-5281077

**THE JOINT THIRD PARTY BIDS AND AWARDS COMMITTEE**  
**R1+CAR+S1**

By:



**ENGR. WINSTON C. SUBIDO**  
JTPBAC Chairperson