



PAMPANGA I ELECTRIC COOPERATIVE, INC.  
Sto. Domingo, Mexico, Pampanga

## INVITATION TO BID

Pursuant to the Department of Energy (DOE) Circular No. DC 2018-02-0003 and National Electrification Administration (NEA) Memorandum No. 2019-007, PELCO I, thru the Third Party Bids and Awards Committee (TPBAC), invites all interested and qualified Bidders to participate in the competitive bidding for the procurement of 15MW Renewable Energy for Power Supply Agreement.

Interested Bidders may obtain a copy of the Bidding Documents upon submission of: (a) "Letter of Intent"; (b) accomplished "Confidentiality Undertaking" (form is available at PELCO I's website); and payment of a non-refundable "Participation Fee" of Seventy Five Thousand Pesos (PHP 75,000.00), VAT-inclusive, either cash or Manager's check payable to Pampanga I Electric Cooperative, Inc., to TPBAC Secretariat located at PELCO I Main Office in Sto. Domingo, Mexico, Pampanga.

Only the interested Bidders' authorized representative(s) indicated in the "Letter of Intent" are allowed to attend and participate in the Pre-Bid Conference (and the Bidding process), together with other DOE, NEA and ERC observers invited by the TPBAC.

For further details on this CSP matter, please visit PELCO I's website at [www.pelco1.org.ph](http://www.pelco1.org.ph) or contact Ms. Camille Joy P. Garcia, TPBAC Secretariat, at mobile/telephone numbers (0917) 554-0565 or (045) 361-2329 or thru email at [pelco1bac@pelco1.org.ph](mailto:pelco1bac@pelco1.org.ph).

### Bidding Schedules

No.	Activity	Date and Time
1	Publication of Invitation to Bid	October 4, 2019 and October 11, 2019
2	Issuance of Bid Documents	October 9 – 24, 2019, 8:00AM – 5:00PM TPBAC Secretariat at PELCO I Main Office, Sto. Domingo, Mexico, Pampanga
3	Pre-bid Conference	<b>October 25, 2019, 10:00AM</b> ES Bueno Hall, PELCO I, Sto. Domingo, Mexico, Pampanga
4	Issuance of Bid Bulletin	October 28 – November 5, 2019
5	Due Diligence of Proponents	October 28, 2019, 10:00AM – 2:00PM ES Bueno Hall, PELCO I, Sto. Domingo, Mexico, Pampanga
6	Submission and Opening of Bids	<b>November 12, 2019, 10:00AM</b> ES Bueno Hall, PELCO I, Sto. Domingo, Mexico, Pampanga
7	Evaluation of Bids	November 13 – 15, 2019
8	Post Qualification of Bids	November 18 – 22, 2019
9	Issuance of Notice of Award to Winning Bidder	November 25 – 27, 2019

## Terms of Reference (TOR)

No.	Items	Requirements
1	Type of Contract	<ul style="list-style-type: none"> <li>• Peaking and Mid-merit (or take and pay)</li> </ul>
2	Contracted Capacity	<ul style="list-style-type: none"> <li>• 15 MW (For RPS compliance of PELCO I)</li> </ul>
3	Contracted Energy	<ul style="list-style-type: none"> <li>• Minimum Off-take of 21,000 MWh per year</li> <li>• Technology Neutral</li> </ul>
4	Contract Duration	<ul style="list-style-type: none"> <li>• Ten (10) years commencing from delivery date</li> </ul>
5	Target Delivery Date	<ul style="list-style-type: none"> <li>• December 26, 2019 (Note: delivery date may change depending on the progress of CSP and filing of PSA to ERC)</li> </ul>
6	Tariff Structure	<ul style="list-style-type: none"> <li>• Two-part Tariff consisting of Fixed and Variable Costs, unbundled to:               <ol style="list-style-type: none"> <li>1. Capital Recovery Fee (<i>PHP/KW/month</i>)</li> <li>2. Fixed O&amp;M Charges (<i>PHP/KW/month</i>)</li> <li>3. Variable O&amp;M Charges (<i>PHP/kWh</i>)</li> <li>4. Fuel Fee (<i>PHP/kWh</i>), if any</li> </ol> </li> <li>• Specify formula for base fee adjustment affected by factor such as CPI or Escalation</li> <li>• No indexation or escalation on Capital Recovery Fee (CRF)</li> <li>• Present levelized cost of electricity for the 10 years term</li> </ul>
7	Outage Allowance (OA)	<ul style="list-style-type: none"> <li>• Scheduled OA not exceeding thirty (30) days per year</li> <li>• Unscheduled OA five (5) days per year.</li> <li>• No carry-over of OA to any subsequent contract year.</li> <li>• No crediting of OA from scheduled to unscheduled and vice versa.</li> </ul>
8	Force Majeure	<ul style="list-style-type: none"> <li>• PELCO I and Bidder shall jointly establish plans during Force Majeure. Bidder shall comply with the emergency procedures and provide contingency plan if a force majeure occurs.</li> <li>• PELCO I shall not be required to make payments for any of the following:               <ol style="list-style-type: none"> <li>1. Capacity that is unavailable</li> <li>2. Capacity that it cannot accept</li> </ol> </li> </ul>
9	Replacement Power	<ul style="list-style-type: none"> <li>• Replacement power during scheduled or unscheduled outages shall be the obligation of the Bidder.</li> <li>• Bidder must provide replacement power at the rate equal or lower than the ERC approved Contract Rate</li> </ul>
10	Currency	<ul style="list-style-type: none"> <li>• Philippine Peso</li> </ul>
11	Regulatory Approvals	<ul style="list-style-type: none"> <li>• Bidder shall make the necessary adjustments in accordance with the directives of the ERC. Any downward adjustment in the rates shall not be a ground for the termination of the contract and PELCO I shall not shoulder the incremental difference.</li> </ul>
12	Source of Power	<ul style="list-style-type: none"> <li>• Renewable/Clean Energy</li> <li>• Existing and operational plant, preferably located in Central Luzon</li> <li>• On-grid, preferably connected to 230kV for more reliability of supply</li> </ul>
13	Billing Metering Point	<ul style="list-style-type: none"> <li>• Through NGCP Metering Point</li> </ul>
14	Security Deposit	<ul style="list-style-type: none"> <li>• 100% of estimated monthly power bill during first year of Contract, adjusted annually to reflect current billing</li> </ul>

15	Eligibility Requirements	<ul style="list-style-type: none"> <li>• If Bidder is under partnership or corporation, it must present an agreement showing that they are jointly and severally liable in this Bidding and the resulting Power Supply Agreement.</li> <li>• Own and/or operate existing and operational power plant(s) in the Philippines;</li> <li>• The plant is RPS Eligible and has Service Contract issued by DOE;</li> <li>• Has available capacity on Delivery Date;</li> <li>• Has experience in supplying at least 5MW of grid connected renewable energy in the last three (3) years.</li> <li>• Provide Certificate of Good Performance from existing and previous customer(s).</li> <li>• Submit organizational structure and qualifications of technical staff</li> </ul>
16	Reduction in Contracted Capacity	<ul style="list-style-type: none"> <li>• Capacity Reduction depending on RCOA and GEOP Guidelines</li> <li>• PELCO I, at any billing period, shall be entitled to a reduction in the Contracted Capacity equivalent to the reduction in the demand of its customers.</li> </ul>
17	Nomination Protocol	<ul style="list-style-type: none"> <li>• Non-binding year-ahead, month-ahead, week-ahead and day-ahead nominations</li> <li>• PELCO I may revise the nominations due to unscheduled outages</li> </ul>
18	Application Process with the ERC	<ul style="list-style-type: none"> <li>• Joint filing of Application for Approval of PSA</li> <li>• Winning Bidder will shoulder filing and publication costs</li> </ul>
19	Rate Review/ Repricing	<ul style="list-style-type: none"> <li>• On the 5th year of the Contract, when Contract Price is more than 5% of past 12-month average electricity market price for the same RE technology</li> </ul>
20	Line Rental	<ul style="list-style-type: none"> <li>• Present a separate line item for Line Rental cap proposal under the Fixed Cost</li> <li>• Delivery point shall be at the market trading node of PELCO I</li> </ul>
21	Penalties	<ul style="list-style-type: none"> <li>• If the Bidder fails to deliver 15 MW upon effectivity of the contract and PELCO I secures an alternative supply, the cost of the power shall be at the expense of the Bidder.</li> <li>• If Bidder exceeds the allowable outages, Bidder shall procure power supply at its own cost.</li> <li>• If Bidder fails to perform its obligation to supply power to PELCO I for sixty (60) days, PELCO I may terminate the contract and shall require settlement of liquidated damages.</li> </ul>
22	Grounds for Termination	<ul style="list-style-type: none"> <li>• Event of Default</li> <li>• Expiration of Term or Upon Mutual Agreement</li> </ul>

**The PELCO I's Third Party Bids and Awards Committee (TPBAC)**

Noted by:

**(Sgd) ENGR. OLIVER S. VERGARA**  
TPBAC Chairperson

**(Sgd) ENGR. LOLIANO E. ALLAS**  
General Manager