



# ANTIQUE ELECTRIC COOPERATIVE, INC.

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Pursuant to the National Electrification Administration (NEA) Memorandum No. 2023-57 which adopted the CSP Guidelines implementing the Department of Energy (DOE) Department Circular No. DC 2023-06-0021 and Energy Regulatory Commission (ERC) Resolution No. 16 series of 2023, ANTECO thru its Bids and Awards Committee (BAC), 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 Semirara Island as follows:

Year	Energy Requirement (Conventional)	Energy Requirement (RPS)
Year 1	6412.12 MWH	480.52 MWH
Year 2	6808.37 MWH	480.52 MWH
Year 3	7213.62 MWH	480.52 MWH
Year 4	7624.13 MWH	480.52 MWH
Year 5	8039.06 MWH	480.52 MWH
Year 6	8458.98 MWH	480.52 MWH
Year 7	8883.85 MWH	480.52 MWH
Year 8	9311.49 MWH	480.52 MWH
Year 9	9705.04 MWH	480.52 MWH
Year 10	10186.9 MWH	480.52 MWH

## **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 has 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:

<b>ACTIVITY</b>	<b>DATE</b>
First Publication	June 14, 2024
Second Publication	June 21, 2024
Deadline of Payment of bidding documents	July 2, 2024 @ 5 PM
Deadline for Submission of Letter of Intent (LOI)	July 2, 2024
Submission of advance questions /queries	July 2, 2024
Pre-Bid Conference	July 3, 2024 @ 10 AM
Deadline for submission of questions/queries	July 20, 2024
Deadline for Submission of Bids	August 5, 2024 on or before 8:45 AM
Opening of Bids ( <i>Face to Face/ Livestreaming</i> )	August 5, 2024 @ 9 AM
Post-Qualification of Bidder with the Lowest Calculated Bid	August 7, 2024
Recommendation of BAC/TWG to HOPE of ANTECO	August 12, 2024
ANTECO-BOD submission of BOD Resolution adopting BAC recommendation and requesting NEA to issue Notoce of Award	August 15, 2024
Notice of Award (NOA)	August 26, 2024

**BIDDING DOCUMENTS FEE:**

Bidders shall pay a non-refundable Participation (Bidding Documents) Fee equivalent to the amount of Fifty Thousand Pesos (P50,000.00)

Only Bidders who have paid the Participation (Bidding Documents) Fee starting June 14, 2024 until 5:00 p.m. of July 2, 2024 shall be allowed to participate in the Pre-Bid Conference and the Opening of Bids.

**TERMS OF REFERENCE:**

Pursuant to the National Electrification Administration (NEA) Memorandum No. 2023-57 which adopted the CSP Guidelines implementing the Department of Energy (DOE) Department Circular No. DC 2023-06-0021 and Energy Regulatory Commission (ERC) Resolution No. 16 series of 2023, ANTECO through its BAC invites all interested and qualified suppliers to participate in the Competitive Selection Process with the following minimum requirements:

<b>Area/s to be Service</b>	<input type="checkbox"/> Off-Grid - Semirara Island
<b>Demand Requirement</b>	Baseload Intermediate Peaking Reserve
<b>Required/Contracted Capacity (Demand and Energy for CSP)</b>	2 MW Contracted Capacity including 0.4MW Renewable Energy Active and reactive power for frequency and voltage regulation and contingency reserve with N-1
<b>Minimum Energy Offtake (MEOT)</b>	Based on the 2024 PSPP, the minimum MWh/yr is 6,893
<b>Supply Type</b>	Firm Capacity from Conventional Technology Non-firm Capacity from Renewable Technology
<b>Generation Sources (Preferred Technology)</b>	Open Technology with 0.4MW Renewable Energy component with adequate Battery Energy Storage System (BESS)
<b>Type of Contract</b>	<input type="checkbox"/> Physical PSA
<b>Pricing Structure</b>	<input type="checkbox"/> Energy-based PSA
<b>Contract Term</b>	The Contract Period shall be 10 years from the COD of the conventional technology component.
<b>Target Delivery Date</b>	<b>Conventional Technology:</b> Within Three (3) months after ERC Provisional Approval <b>RE Technology:</b> Maximum of one (1) year, equivalent to 360 days, from COD of Conventional Technology

	The Parties may agree to an early COD provided all conditions precedent to COD have been met.																																		
<b>Bid price in Philippine Peso per kilowatt-hour (PhP/kWh)</b>	$TCG_c = (CRF + OMF + FF) \times (1+12\% \text{ VAT})$	$TCG_{RE} = RE_f$																																	
<b>For Energy-based PSA</b>	<table border="1"> <thead> <tr> <th>Year</th> <th>Energy Requirement (Conventional)</th> <th>Energy Requirement (RPS)</th> </tr> </thead> <tbody> <tr><td>Year 1</td><td>6412.12 MWH</td><td>480.52 MWH</td></tr> <tr><td>Year 2</td><td>6808.37 MWH</td><td>480.52 MWH</td></tr> <tr><td>Year 3</td><td>7213.62 MWH</td><td>480.52 MWH</td></tr> <tr><td>Year 4</td><td>7624.13 MWH</td><td>480.52 MWH</td></tr> <tr><td>Year 5</td><td>8039.06 MWH</td><td>480.52 MWH</td></tr> <tr><td>Year 6</td><td>8458.98 MWH</td><td>480.52 MWH</td></tr> <tr><td>Year 7</td><td>8883.85 MWH</td><td>480.52 MWH</td></tr> <tr><td>Year 8</td><td>9311.49 MWH</td><td>480.52 MWH</td></tr> <tr><td>Year 9</td><td>9705.04 MWH</td><td>480.52 MWH</td></tr> <tr><td>Year 10</td><td>10186.9 MWH</td><td>480.52 MWH</td></tr> </tbody> </table>		Year	Energy Requirement (Conventional)	Energy Requirement (RPS)	Year 1	6412.12 MWH	480.52 MWH	Year 2	6808.37 MWH	480.52 MWH	Year 3	7213.62 MWH	480.52 MWH	Year 4	7624.13 MWH	480.52 MWH	Year 5	8039.06 MWH	480.52 MWH	Year 6	8458.98 MWH	480.52 MWH	Year 7	8883.85 MWH	480.52 MWH	Year 8	9311.49 MWH	480.52 MWH	Year 9	9705.04 MWH	480.52 MWH	Year 10	10186.9 MWH	480.52 MWH
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<b>Delivery Voltage</b>	4.16Kv																																		
<b>Preferred Plant Location, if applicable</b>	Semirara Island. The delivery point shall be specified by ANTECO																																		
<b>Tariff Structure</b>	<b>Conventional Technology (Power Plant A)</b>	<b>Renewable Energy Technology (Power Plant B)</b>																																	
<b>Capital Recovery Fee (CRF)</b>	<p>CRF in Php per kWh shall <u>not</u> be subject to any monthly adjustment.</p> <p><math>CRF = \text{Capital Recovery Rate (CRR)} \times \text{Energy Sales from Conventional Technology in kWh (ES}_c)</math></p>	<p>RE fee shall be adjusted based on the movement of CPI. The formula shall be:</p> <p><math>RE_f = RE_{base} \times \frac{CPI_t}{CPI_{base}} \times ES_{re}</math></p>																																	
<b>O &amp; M Fee (OMF)</b>	<p>OMF in Php per kWh shall be subject to monthly CPI adjustment.</p> <p><math>OMF = \text{O\&amp;M Rate (OMR)} \times \frac{CPI_t}{CPI_{base}} \times ESC</math></p> <p>Where:</p> <p><math>CPI_t</math> = the Consumer Price Index (CPI) of the month following billing month t</p> <p><math>CPI_{base}</math> = the CPI identified as the base in a separate bid bulletin to be issued</p>	<p>Where:</p> <p><math>RE_f</math> = the Monthly Renewable Energy Fee</p> <p><math>RE_{base}</math> = the bid rate for the RE component of this CSP.</p> <p><math>CPI_t</math> = the Consumer Price Index (CPI) of the month following billing month t.</p> <p><math>CPI_{base}</math> = the CPI identified as the base in a separate bid bulletin to be issue.</p>																																	

<p><b>Fuel Fee (FF) which is a pass-thru cost</b>  <i>(Indicative only and is based on current HFO, LFO, and LO, price to be announced in a separate Bid Bulletin</i></p>	$\text{Fuel Fee (FF)} = \text{Fuel Consumption Rate}^1 \times \text{Fuel Price} \times \text{ES}_c$ <p><i><sup>1</sup>The guaranteed fuel consumption rate or actual consumption rate, whichever is lower.</i></p>	<p>ES<sub>re</sub> = Energy Sales from RE Technology in kWh.</p>
<p><b>Outage Allowances per plant</b></p>	<p>No available downtime.</p>	
<p><b>Force Majeure</b></p>	<ul style="list-style-type: none"> <li>The events that shall be deemed as Forced Majeure and analogous circumstances shall be in accordance with DOE and ERC CSP Policies.</li> </ul>	
<p><b>Replacement Power</b></p>	<p>The seller is responsible for replacement power. Allowed to outsource capacity at a least cost manner, must be equal to the provisional or ERC-approved rate under the PSA or the actual rate of the replacement power whichever is lower.</p>	
<p><b>Form of Payment</b></p>	<p>Check in Pesos, cut off every 25th of the month, payable within thirty (30) days from receipt of the billing. Beyond 30 days, SUPPLIER shall charge 1% per month interest, penalties, and surcharges.</p>	
<p><b>Penalty provisions in cases of delay in the construction of the power plant or commencement of commercial operations</b></p>	<p>For unjustifiable delay in meeting the target COD, the Winning Bidder shall be given a 30-day extension subject to a daily penalty of Php100,000 per day charged against the Performance Security. If the penalty exceeds the Performance Security, the penalty shall be paid in cash. However, if the delay is not due to the fault of the Winning Bidder, ANTECO does not have the right to proceed against the Performance Security.</p> <p>In addition to the penalty, the Winning Bidder shall provide replacement power at the rate not higher than the ERC approved rate under the PSA”.</p> <p>If the Winning Bidder fails to deliver after the last day of the 30-day extension, ANTECO shall have the right to cancel the PSA.</p>	
<p><b>Plant Capacity</b></p>	<ul style="list-style-type: none"> <li>Total Installed Capacity <ul style="list-style-type: none"> <li>Must consider baseload, peaking, and reserve capacities for contingency</li> </ul> </li> </ul>	
<p><b>Prompt Payment Discount</b></p>	<p>Supplier must offer Early/Prompt Payment Discount and other Discounts.</p>	
<p><b>Grounds for Termination</b></p>	<ul style="list-style-type: none"> <li>Not able to submit a joint application for rate approval to ERC one (1) month after the signing of PSA due to the bidder’s fault.</li> <li>Not able to secure a probationary approval/interim relief 60 calendar days after the signing of PSA with the bidder’s fault.</li> <li>Not able to install the conventional technology on the target COD extendable for one (1) month subject to penalty for delayed COD unless the delay is due to force majeure.</li> <li>Event of Default</li> <li>Expiration of cooperation period</li> </ul>	

	<ul style="list-style-type: none"> <li>• Failure to achieve COD</li> <li>• Extended Force Majeure as agreed under the PSA.</li> <li>• Changes in the circumstances as agreed under the PSA</li> <li>• Termination of PSA under any ground is subject to ERC approval</li> </ul>
<b>Take Off Structure</b>	The SUPPLIER shall provide a step-up power substation as may be required to safely convey the Power Station's full output and to satisfy the Philippine Small Grid Guidelines (PSGG) requirements.
<b>Dispatch by Utility</b>	SUPPLIER shall control and operate the Power Station consistent with OFFTAKER's systems dispatch requirements within the limitations of the manufacturer's recommendations, best operation and maintenance practices.
<b>Regulatory Approvals</b>	Shall comply with all regulatory requirements (BIR, DOE, DENR, ERC, SEC, HLURB, NWRB, SSS, Philhealth and Pag-ibig)
<b>Eligibility Requirements</b>	<ul style="list-style-type: none"> <li>• All business organizations including Joint Ventures are encouraged to participate in the bidding process subject to applicable government licenses and permits.</li> <li>• For bidders using indigenous and RE power plants, the bidder must comply with the constitutional requirement for ownership.</li> <li>• The bidder's capacity offer must comply with all the ownership limitations prescribed under EPIRA.</li> <li>• For new power suppliers, the qualification shall be based on: (i) the experience and competence of its personnel to manage and operate the plant; and, (ii) acceptability of its operational management plan during technical bid evaluation.</li> </ul>
<b>Other Terms and Conditions</b>	At any time after COD and at no additional cost to the Off-taker, the Generator (Winning Bidder) may replace any generating unit of the Power Station or supplement its generating capacity either from Conventional or Renewable Energy (RE) sources provided that said augmentation or replacement shall not adversely affect the reliability, stability, and quality of the power supply, and that the total Guaranteed Dependable Capacity (GDC) should not be less than the Contracted Capacity of 2MW including 0.4MW RE, with an N-1 requirement
<b>Reservation Clause</b>	In case of a reduction of demand due to the expansion of the franchise of other distribution or private utility or other circumstances that may affect ANTECO's franchise and will eventually result in the transfer of customers or takeover of existing distribution assets or facilities, the contracted demand of ANTECO will have a provision for automatic reduction of demand equivalent to the takeover capacity.

### **GENERAL INFORMATION:**

Interested bidders may obtain a copy of the Bidding Documents starting June 14, 2024 until July 2, 2024 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 Cash or Cashier's/Manager's check payable to **ANTIQUE ELECTRIC COOPERATIVE, INC.** through fund transfer or deposit to the BAC designated bank account and submission of proof thereof to [jtpbac.anteco@gmail.com](mailto:jtpbac.anteco@gmail.com).

The BAC 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 BIDS AND AWARDS COMMITTEE (BAC) ANTIQUE ELECTRIC COOPERATIVE, INC. (ANTECO)

Business Address: **Funda-Dalipe, San Jose de Buenavista, Antique**

Email Address: [jtpbac.anteco@gmail.com](mailto:jtpbac.anteco@gmail.com)

Contact Person: **Ms. RUTH ANN D. FADRIGO**

Contact Number: **09177114424**