



BID BULLETIN No. 2
September 19, 2025

Pursuant to Item 1 of I-05,¹ Item 1 of II-01,² and Item 6 of II-23³ of the Bidding Procedures for the *Competitive Selection Process for the Procurement of Power Supply for the Province of Siquijor* (the “Transaction”), the PROSIELCO Bids and Awards Committee (“PROSIELCO-BAC”) hereby issues this Bid Bulletin No. 2.

In response to the comments raised by the prospective Bidders as well as the independent evaluation of the PROSIELCO-BAC, the *Final Terms of Reference* (attached as **Annex “A”** hereof) and *Final Transaction Documents* are hereby issued. The PROSIELCO-BAC shall distribute the *Final Transaction Documents* to the prospective Bidders via their registered email addresses.

The only modification made to the *Terms of Reference* is a correction on the following provision:

Tariff Structure	xxx
	Capital Recovery Fee (“CRF”): The CRF shall be calculated as the product of the Capital Recovery Rate (“CRR”), in PhP/kWmonth, and the Contract Capacity for the Billing Period.
	Except for the one-time adjustment , no form of indexation allowed for the CRF and/or CRR.
	xxx

Prospective Bidders are reminded to refer to the *Final Transaction Documents* and no longer rely on the previous versions. **Relief will not be granted to any prospective Bidder for any plea of negligence, error, or mistake resulting from reliance on the previous version of the Transaction Documents.**

The Bidder’s bidding documents and proposals must be physically and actually received by the BAC Secretariat at *El Pergentina Resort* Function Hall in Tinago, Siquijor, Siquijor from **8:00 AM to 9:00 AM** on **07 October 2025** (Bid Submission Deadline) following the Philippine standard time as provided in <https://oras.pagasa.dost.gov.ph/widget.shtml>.

The BAC shall open all bid envelopes and submissions on October 07, 2025 at **9:30 AM** at *El Pergentina Resort* Function Hall in Tinago, Siquijor, Siquijor.

Kindly acknowledge receipt of this Bid Bulletin and accomplish the form provided below and send to the PROSIELCO-BAC through prosielcocsp2025@gmail.com. For inquiries, please contact Secretariat Nilda A. Lomongo at 09176340387.

Approved by: PROSIELCO-BAC


ENGR. PETER EFREN B. LAURIE
Chairperson, PROSIELCO-BAC

We hereby acknowledge receipt and acceptance of the terms and conditions outlined in this Bid Bulletin.

Received by: _____
Name of Company: _____
Date: _____

¹ The PROSIELCO BAC reserves the right to amend, revise, modify, or clarify, in whole or in part, any of the Transaction Documents at any time. Any such amendments, revisions, modifications, or clarifications shall be issued through Supplemental Bid Bulletins (“SBB”), which shall be made available to all prospective Bidders.

² The BAC reserves the right to amend the Schedule of Bidding Activities, provided that due notice is given to all prospective Bidders.

³ The BAC reserves the right to add to, modify, supplement or change the Transaction Documents, including the Schedules, at any time, for any reason whatsoever, with due notice to the Bidders.

TERMS OF REFERENCE

	REQUIREMENT																														
Area to be Served	Off Grid requirement serving Siquijor Island covering the 6 Municipalities namely, Siquijor, Larena, Enrique Villanueva, Maria, Lazi, and San Juan																														
Demand Requirement	Baseload																														
Type of Contract	<ul style="list-style-type: none"> • Firm and Dispatchable Supply • Physical Power Supply Agreement (“PSA”) consistent with PROSIELCO’s latest and duly posted Power Supply Procurement Plan 																														
Price Structure	<ul style="list-style-type: none"> • Capacity-based payments for the Capital Recovery Fee (“CRF”) and Fixed Operation and Maintenance Fee (“FOMF”) components. • Variable Operation and Maintenance Fee (“VOMF”) and Fuel Fee (“FF”) components, if any, shall strictly be based on Actual Energy Delivered. 																														
Contract Term	Fifteen (15) years reckoned from Delivery Date.																														
Target Delivery Date	<p>The Winning Bidder shall commence delivery on the later of the following dates:</p> <ul style="list-style-type: none"> • 01 January 2026; or • The 26th day of the calendar month immediately following the month in which the Energy Regulatory Commission (“ERC”) issues a Provisional Authority or Interim Relief, as applicable, or Final Authority, if neither Provisional Authority nor Interim Relief was issued, and the fulfillment of other conditions precedent stated on the PSA. 																														
Contracted Capacity	<p>The Winning Bidder shall make available the Guaranteed Dependable Capacity (“GDC”) as shown below:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Year</th> <th style="text-align: center;">Total Capacity, GDC (MW)</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">2026</td><td style="text-align: center;">5</td></tr> <tr><td style="text-align: center;">2027</td><td style="text-align: center;">6</td></tr> <tr><td style="text-align: center;">2028</td><td style="text-align: center;">7</td></tr> <tr><td style="text-align: center;">2029</td><td style="text-align: center;">8</td></tr> <tr><td style="text-align: center;">2030</td><td style="text-align: center;">9</td></tr> <tr><td style="text-align: center;">2031</td><td style="text-align: center;">10</td></tr> <tr><td style="text-align: center;">2032</td><td style="text-align: center;">11</td></tr> <tr><td style="text-align: center;">2033</td><td style="text-align: center;">11</td></tr> <tr><td style="text-align: center;">2034</td><td style="text-align: center;">11</td></tr> <tr><td style="text-align: center;">2035</td><td style="text-align: center;">11</td></tr> <tr><td style="text-align: center;">2036</td><td style="text-align: center;">11</td></tr> <tr><td style="text-align: center;">2037</td><td style="text-align: center;">11</td></tr> <tr><td style="text-align: center;">2038</td><td style="text-align: center;">11</td></tr> <tr><td style="text-align: center;">2039</td><td style="text-align: center;">11</td></tr> </tbody> </table>	Year	Total Capacity, GDC (MW)	2026	5	2027	6	2028	7	2029	8	2030	9	2031	10	2032	11	2033	11	2034	11	2035	11	2036	11	2037	11	2038	11	2039	11
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	<p>The Winning Bidder must supply an N-1 unit as a reserve to meet the GDC requirement. “N-1” means a reserve unit with a dependable capacity equivalent to the largest generating unit, or one of the generating units if of the same capacity, which the Winning Bidder must install, maintain, and make available for dispatch at all times for the entire Term.</p>	
Preferred Plant Location	<p>The power plant shall be located in <u>either</u> the Municipality of Maria or the Municipality of Enrique Villanueva, at the option of the Bidder. The detailed technical configuration and site requirements for the power plant shall be specified in the Transaction Documents.</p>	
Source of Power	<p>This CSP shall be open to all technology that can supply the firm capacity subject to the environmental limitations, regulations, and promulgations of the local government units in the Province of Siquijor.</p>	
Connection Point	<p>The Connection Point shall be at the 13.2 kV distribution line of PROSIELCO nearest to the power plant.</p> <p>The power plant shall be capable of synchronizing to PROSIELCO’s 13.2kV distribution system at the Connection Point.</p> <p>The connection scheme shall be via cut-in connection at the 13.2kV distribution line of PROSIELCO, with a bypass connection integrated into the cut-in design. The transformer shall have a three-winding configuration. The detailed configuration shall be elaborated in the Transaction Documents.</p>	
Metering Point	<p>The metering point and metering installations shall be located and installed within 500 meters from the connection point.</p>	
Tariff Structure	<p>The tariff structure shall be unbundled into components as follows:</p> <p>Total Generation Charge (“TGC”) = CRF + FOMF + VOMF + FF + VAT</p> <ul style="list-style-type: none"> <p>Capital Recovery Fee (“CRF”): The CRF shall be calculated as the product of the Capital Recovery Rate (“CRR”), in PhP/kW-month, and the Contract Capacity for the Billing Period.</p> <p>Except for the one-time adjustment, no form of indexation allowed for the CRF and/or CRR.</p> <p>The CRR shall be subject to a one-time adjustment based on the relevant indices at time of Delivery Date as provided in the PSA.</p> <p>Fixed Operation and Maintenance Fee (“FOMF”): The FOMF shall be calculated as the product of the Fixed Operation and Maintenance Rate (“FOMR”), in PhP/kW-month, and the</p> 	

	<p>Contract Capacity for the Billing Period. The FOMR may be adjusted to the Philippine Consumer Price Index (“CPI”) or to a foreign CPI, as will be defined in the PSA.</p> <ul style="list-style-type: none"> • Variable Operation and Maintenance Fee (“VOMF”): The VOMF shall be calculated as the product of the Variable Operation and Maintenance Rate (“VOMR”), in Php/kWh, and the Actual Energy Delivered for the Billing Month. The VOMR may be adjusted to the Philippine CPI or to a foreign CPI, as will be defined in the PSA, and the applicable foreign exchange rate, if any. • Fuel Fee (“FF”): The FF shall be computed for each kind of fuel type, if any, as the product of: (i) the applicable Fuel Price; (ii) the corresponding Fuel Consumption Rate; and (iii) the Actual Energy Delivered during the Billing Month. <p>The total Fuel Fee shall be the summation of all such computed amounts per fuel type.</p> <p>The Fuel Fee shall be a pass-through component of the price.</p> <p>The BAC shall prescribe a fixed price per fuel type, based on appropriate references, which shall be used in the evaluation of bids.</p> <p>The BAC shall prescribe a range of acceptable FCR for each fuel type based on ERC-approved cases. The Bidder must offer in its Financial Bid a FCR within the acceptable range provided by the BAC, which shall be binding on the Bidder during the implementation of the PSA. The range of acceptable FCRs shall be provided in the Transaction Documents.</p> <p>For evaluation purposes, the Bidder shall specify in its Technical Proposal the power plant that will supply PROSIELCO’s energy requirements for the entire 15-year term, including the corresponding fuel type, if applicable. The declared power plant and fuel type must be consistent with the Bidder’s Financial Bid.</p> <ul style="list-style-type: none"> • Value-Added Taxes (“VAT”): Except for VAT which shall be a pass-through component of the price, all other taxes and government dues including ER 1-94 (Benefits to Host Community), shall be to the account of the Winning Supplier.
<p>Outage Allowances per Plant</p>	<p>Bidders shall be allowed an Outage Allowance (Scheduled and Unscheduled) of 48 hours per calendar year for all other equipment (e.g., connection equipment and common facilities) <u>except</u> for the generating facilities considering that PROSIELCO requires the installation of an N-1 unit.</p>

	<p>No plant-level planned outage (e.g., planned maintenance for connection assets) or Preventive Maintenance Schedule (“PMS”) on the generating units during the peak months of April, May, and December of any given year.</p> <p>Any outage categorized under “Outside Management Control” as defined by ERC under Resolution No. 9 Series of 2022 shall not be considered as outages caused by the Winning Supplier.</p> <p>Any unutilized Outage Allowances within a calendar year will not be accumulated for use during the succeeding years of the PSA term.</p>
Force Majeure	The provisions on Force Majeure of ERC Resolution No. 16 Series of 2023 and NEA Memorandum 2023-057 shall govern.
Replacement Power	<p>The procurement of any Replacement Power within the Outage Allowance shall be the responsibility of PROSIELCO. During such outage, PROSIELCO shall source Replacement Power from other suppliers at its own expense.</p> <p>On the other hand, the Winning Supplier shall provide Replacement Power under the following conditions:</p> <ol style="list-style-type: none"> 1. If the total outage per calendar year exceeds the allowable Outage Allowance; 2. If the Winning Supplier fails to deliver the GDC by Delivery Date due to its own fault or negligence; 3. If, at any time after the Delivery Date, the Winning Supplier fails to deliver the GDC due to its own fault or negligence, subject to the Winning Supplier’s Outage Allowance; and 4. If the Winning Supplier schedules a plant-level outage during the peak months of April, May, or December, even if the outage remains within the allowable Outage Allowance. <p>The rates to be charged for the procurement of Replacement Power shall be a) the actual price of the Replacement Power; or b) the approved charge for the PSA, whichever is lower.</p> <p>In the event of failure by the Winning Supplier to provide the Replacement Power, PROSIELCO shall source Replacement Power at the expense of the Winning Supplier. The Winning Supplier shall shoulder the positive difference between the Replacement Power cost and the approved PSA rate.</p>
Form of Payment	<p>Mode of Payment: Check or Bank transfer to a nominated bank</p> <p>Currency of Payment: Philippine Peso</p> <p>Billing Period: Monthly as provided in the PSA</p>
Liquidated damages in case of default	Liquidated damages in case of default shall be in the amount of Ten Thousand Pesos (Php 10,000.00) per MW per day that the defaulting Party continues with the default and any fraction thereof, to be paid within thirty (30) Days after written demand for payment.

	<p>For the avoidance of doubt, the foregoing provision on liquidated damages shall not apply to delays in payment by PROSIELCO.</p>
<p>Reduction of Contract Capacity and/or Contract Energy</p>	<p>At the option of PROSIELCO, from time to time upon and after the implementation of Retail Competition and Open Access (“RCOA”), Green Energy Option Program (“GEOP”), Renewable Portfolio Standard (“RPS”), Net Metering programs, and other similar government programs, BUYER shall deliver to SELLER written notice specifying the reduction in Contract Capacity and /or Contract Energy resulting from the implementation of RCOA, GEOP, RPS, Net Metering programs, and other similar government programs, indicating when such reductions shall take place. Any such reduction shall be limited to an amount that will allow Buyer to comply with its obligation to supply electricity in the least cost manner to its captive market.</p>
<p>Prompt Payment Discount</p>	<p>The Winning Bidder shall extend a three percent (3%) discount based on the total non-fuel fee (i.e., CRF, FOMF, and VOMF) to PROSIELCO as prompt payment if:</p> <ol style="list-style-type: none"> 1. Payment is made within 15 Calendar Days from receipt of Seller’s billing, and 2. Buyer is up to date with all its payment obligations under this Agreement <p>For the avoidance of doubt, the Prompt Payment Discount (or any other discount offered by the Winning Bidder) shall be excluded from the evaluation of the Financial Proposal and comparison of bids.</p>