



NORTHERN NEGROS ELECTRIC COOPERATIVE, INC. (NONECO)COMPETITIVE SELECTION PROCESS (CSP)

REFERENCE : **SUPPLEMENTAL BID BULLETIN NO. 16**
ISSUE DATE : **12 August 2025**
FOR : **ALL BIDDERS**

SUBJECT : **AMENDMENTS TO THE ANNEX B-1, ANNEX J AND ANNEX K**
AMENDMENTS TO THE BID BULLETIN NO. 06, 07, 12, AND 13

Pursuant to the Department of Energy Circular 2021-09-0030, and to the new ERC 2023 Competitive Selection Process (CSP) based on the ERC Resolution No. 16, Series of 2023, hereby issues the following amendments.

ITEM	ANNEXES AND SUPPLEMENTAL BID BULLETIN	AMENDMENT
1	ANNEX B-1: FINANCIAL PROPOSAL TEMPLATE	To incorporate all applicable terms and conditions on the issued FITB, below is the file name of the final kit for Bidders to use for the submission of Financial Proposal: Lot 1: ANNEX-B-1-Financial Comp (NONECO 20MW Baseload CSP)_rev.3_20250812_Final.pro Lot 2: ANNEX-B-1-Financial Comp (NONECO 5MW Peaking CSP)_rev.3_20250812_Final.pro Lot 3: ANNEX-B-1-Financial Comp (NONECO 7MW RPS CSP)_rev.2_20250807_Final.pro
2	ANNEX J: INSTRUCTIONS ON FILLING OUT THE BID FORM	Please see filename: ANNEX-J_Instructions on Filling out the Bid Form_20250807_Final.rev.2



3	ANNEX L: PREPARATION OF BIDDING DOCUMENTS	Instead of ANNEX-K_Preparation of Bidding Documents_Diagram_20250807_Final, it should be, ANNEX-L_Preparation of Bidding Documents_Diagram_20250807_Final .
4	AMENDMENTS TO THE BID BULLETIN NO. 06	Please see filename: NONECO_AMENDMENTS TO THE DRAFT PSA_BID BULLETIN NO. 06. rev.2
5	AMENDMENTS TO THE BID BULLETIN NO. 07	Please see filename: NONECO_AMENDMENTS TO THE CHECKLISTS_BID BULLETIN NO. 07. rev.3
6	AMENDMENTS TO THE BID BULLETIN NO. 12	Please see filename: NONECO_AMENDMENTS TO THE ANNEX L_BID BULLETIN NO. 12. rev.2
7	AMENDMENTS TO THE BID BULLETIN NO. 13	Please see filename: NONECO_AMENDMENTS TO THE ITB_BID BULLETIN NO. 13. rev.3

Approved By : NONECO BAC

ROEL F. SALGADO, REE
NONECO BAC, CHAIRMAN
07 August 2025



INSTRUCTION ON FILLING-OUT THE BID FORM

A. General Instructions

- The Bidder may only encode data in the green-colored cells in the Bid Form. All other cells are protected and cannot be modified.

2			
3	NAME OF THE BIDDER:	ABC COAL, INC.	
4	CONTRACT TERM:	10	
5	DELIVERY DATE:	December 26, 2025	
6	POWER PLANT NAME:	ABC Power Development Corporation	
7	POWER PLANT LOCATION:	Iloilo City, Iloilo	
8	RENEWABLE? (Y/N):	N	
9	PLANT TYPE:	Coal (Circulating Fluidized Bed)	
10	TYPE OF FUEL:	Coal	
11	LOT NO:	1	
12			
13	CAPACITY OFFERED	2026-2035	
14			
15	2.1 RENEWABLE		
16	2.2 NON-RENEWABLE		
17	2.3 TOTAL	20	
18			
19	ANNUAL ALLOWED OUTAGES (HOURS)	2026-2035	
20			
21	3.1 SCHEDULED	250	
22	3.2 UNSCHEDULED	150	
23	3.3 TOTAL ANNUAL OUTAGE HOURS	400	
24			
25	NONECO BID FORM FOR LOT 1		
26			
27	NAME OF THE BIDDER	ABC COAL, INC.	2026-2035
28			
29	CAPITAL RECOVERY FEE		Capital Recovery (CRF), PhP/kWh
30	#	C.U.F	Weight
31	4.1	100%	100.00%
32			1.5000

Bid Security	242,542,537.85	PI
Security Deposit		
Line Rental Cap	1,5000	

- Adding/inserting new rows, columns, and/or sheets is not allowed.
- All data inputs for outage allowance must be in hours (hrs.) and must be whole numbers.
- All data for the offered prices must be in four (4) decimal places.
- The transfer of data from the electronic copy of the Bids to the Bid Evaluation Template will be done automatically. It is therefore critical that Bidder ensures that data is encoded properly in the designated cells.
- The entry of disallowed data forms may render a Bid unfit for evaluation. The Bidder shall be responsible for ensuring the integrity of data entries.
- Some data entries have drop-down menus where choices are given. If none of the choices are applicable to the Bidder, Bidder may inform the BAC.
- Bidder may password-protect its file to prevent inadvertent modification of its Bid.
- The filename format of the Bid Form should be "ABC Generator_Bid for 20MW".
 - FDC_Bid for 20MW and/or FDC_Bid for 5 MW and/or FDC_Bid for 7 MW RPS;
 - TLI_Bid for 20MW and/or TLI_Bid for 5 MW and/or TLI_Bid for 7 MW RPS;
 - SPI_Bid for 20MW and/or SPI_Bid for 5 MW and/or SPI_Bid for 7 MW RPS;
 - PEDC_Bid for 20MW and/or PEDC_Bid for 5 MW and/or PEDC_Bid for 7 MW RPS; and
 - EAUC_Bid for 20MW and/or EAUC_Bid for 5 MW and/or EAUC_Bid for 7 MW RPS



B. Specific Instructions

1. Name of Bidder

- a. Bidder must encode the name of company (Bidder) as it appears in the official Bid documents. An acronym of the company may be added if the allocated space allows. If the space allocated is too small, Bidder may abbreviate.
- b. Data entry for the Name of Bidder (1) is only needed on the top part of the Bid Form. The other fields for the Bidder’s name will automatically be filled in on the contract years for which the Bidder has an offer.

COMPETITIVE SELECTION PROCESS (CSP) F	
NAME OF THE BIDDER:	ABC COAL, INC.

2. Contract Terms and Delivery Date

- a. For the Contract Terms, the Bidder must encode “10”. For Delivery Date, Bidder must input “December 26, 2025” in confirmation with the Terms of Reference (TOR) since we don’t have an exact date on when the Honorable Commission (ERC) approval of the agreement.

4 CONTRACT TERM:	10
5 DELIVERY DATE:	December 26, 2025

3. Power Plant Name and Power Plant Location

- a. For Power Plant Name, Bidder must input the power plant name. In case if the Power Plant Name and the name of bidder is the same, kindly input same data inputted in Name of Bidder. For Power Plant location, the Bidder must provide the official address of the power plant nominated for this Bid.

POWER PLANT NAME:	ABC Power Development Corporation
POWER PLANT LOCATION:	Iloilo City, Iloilo

4. Plant Type

- a. Bidder must select from the drop-down menu its specific Plant Type (Row 9).

7	POWER PLANT LOCATION:	Iloilo City, Iloilo
8	RENEWABLE? (Y/N):	N
9	PLANT TYPE:	Diesel
10	TYPE OF FUEL:	Coal (Pulverized)
11	LOT NO:	Coal (Circulating Fluidized Bed)
12		Gas (Combined Cycle)
13	CAPACITY OFFERED	Gas (Turbine)
14		
15	2.1 RENEWABLE	Diesel
16	2.2 NON-RENEWABLE	Oil Fired Thermal
17	2.3 TOTAL	Geothermal
18		Hydroelectric
19	ANNUAL ALLOWED OUTAGES (HOURS)	Biomass
20		
21	3.1 SCHEDULED	120

- b. Once the Bidder selects the specific Plant Type, the Type of Fuel and the Sources (Renewable or Conventional) will automatically select.



PLANT YPE	TYPE OF PLANT	RENEWABLE
Coal (Pulverized)	Coal	N
Coal (Circulating Fluidized Bed)	Coal	N
Gas (Combined Cycle)	NatGas	N
Gas (Turbine)	NatGas	N
Diesel	Oil	N
Oil Fired Thermal	Oil	N
Geothermal	Renewable	Y
Hydroelectric	Renewable	Y
Biomass	Renewable	Y

Once the Bidder selects the necessary data especially the type of fuel, a pre-determined inflation factors and base value will be automatically provided in the Financial Proposal template for the purpose of evaluation.

5. Capacity Offered

- a. Bidder must encode the capacity offered in MW according to its source of energy (Renewable or Non-Renewable for Lot 1 and 2, Renewable only for Lot 3) for each contract Year which the Bidder can offer for.
- b. The capacity offered must not exceed the Maximum Total Offer per Contract Year of 20MW for Lot 1 and a minimum of 5MW with an increment of 5MW, 5 MW for Lot 2, and 7 MW for Lot 3 or higher to meet the required energy.

CAPACITY OFFERED	2026-2035
2.1 RENEWABLE	5
2.2 NON-RENEWABLE	16
2.3 TOTAL	21

Value is Above the Maximum Offer

6. Annual Allowed Outages

- a. Allowed outages must not exceed the scheduled and unscheduled outages indicated in the reference table provided for specific plant types. In case the bidder inputs the declared outage before choosing the plant type and exceeds the maximum allowable outage, the cell will turn red, and an error prompt will appear as shown in the figure below:

ANNUAL ALLOWED OUTAGES (HOURS)	2026-2035
3.1 SCHEDULED	120
3.2 UNSCHEDULED	150
3.3 TOTAL OUTAGE HOURS	270

PLANT YPE	SCHEDULED	UNSCHEDULED
Coal (Pulverized)	669	403
Coal (Circulating Fluidized Bed)	369	405
Gas (Combined Cycle)	300	184
Gas (Turbine)	156	544
Diesel	120	336
Oil Fired Thermal	739	667
Geothermal	144	328
Hydroelectric	554	163
Biomass	784	168

For Lot 3, if the plant type offer is Solar or Wind, Bidder has the option or discretion to input its own allowed scheduled and unscheduled outages.



7. Rate Component

- a. For Lot 1 Capital Recovery Fee (CRF), Bidder must fill in the capacity fees for the 100% utilization factor. Capital Recovery Fee should only be in PHP/kWh. The Bidder shall be responsible for ensuring the COMPLETENESS of data entries. Failure of the Bidder to fill in the capacity fees for **100% CUF** will render the Bid unfit for evaluation and is considered a ground for disqualification, without forfeiting the Bid Security.

28	CAPITAL RECOVERY FEE			Capital Recovery (CRF), PhP/kWh
29	#	C.U.F	Weight	
30	4.1	100%	100.00%	1.5000
31				

For Lot 2 and 3, the Bidder must fill the capacity fees for 17.39% CUF for Lot 2 (4 hours per day), and 60% CUF for Lot 3 **or lower to meet the energy required**.

Lot 2:

30	CAPITAL RECOVERY FEE			Capital Recovery (CRF), PhP/kWh
31	#	C.U.F	Weight	
32	4.1	17.39%	100.00%	5.5000
33				
34				

Lot 3:

ENERGY FEE			Energy Fee, PhP/kWh
#	C.U.F	Weight	
4.1	23%	100.00%	5.5000

- b. For each sub-component (Fixed O&M, Variable O&M, and Fuel, whether local, foreign, or both), prices entered must have 4.0000 decimal places.

Under Indexation (%), Bidder must enter the percentage (%) with an effective value between zero (0) (for no indexation) to one (1) (for full indexation).

For evaluation purposes, the indexation percentage for the Fuel Fee, for both its local and foreign components, will be fixed at 100%.

ENERGY FEE		LOCAL COMPONENT (PhP/kWh)			FOREIGN COMPONENT (\$/kWh)		FOREIGN COMPONENT (PhP/kWh)
		Fixed O&M	Variable O&M	Fuel	Fixed O&M	Variable O&M	Fuel
5.1	BASE ENERGY PRICE	0.2500	0.0300	-	0.0030	0.0050	2.0000

INDEXATION (%)		LOCAL COMPONENT			FOREIGN COMPONENT		
		Fixed O&M	Variable O&M	Fuel	Fixed O&M	Variable O&M	Fuel
6.1	Percent to be Indexed	0.00%	0.00%	100.00%	0.00%	50.00%	100.00%

The percent indexation must be expressed in number and must have up to two (2) decimal places only.

For Lot 1 and 2, for evaluation purposes, the Fuel Fee in PhP/kWh shall be based on the Bidder's average fuel cost (inclusive of transportation and importation costs) from April 2025 to June 2025.

- c. For Lot 3, The tariff must be a singular, blended rate inclusive of Capital Recovery Factor (CRF), Fixed Operation & Maintenance (FOM), and Variable Operation & Maintenance.

ENERGY FEE			Energy Fee, PhP/kWh
#	C.U.F	Weight	
4.1	23%	100.00%	5.5000



The Bidder is required to declare the generation mix for its nominated portfolio of plants.

NOMINATED POWER PLANTS		First Priority (Must Dispatch)	Secondary Priority, RE Plants (Other Priority Dispatch)			Secondary Priority, (Other Priority)
		Supplier 1	Supplier 2	Supplier 3	Supplier 4	Supplier 5
5.1	NAME OF POWER PLANT	ABC Power Development Corporation				
5.2	TYPE OF POWER PLANT	RE	RE	RE	RE	Non-RE
5.3	GENERATION MIX (%)	50%	20%	10%	10%	5%

If the portfolio includes a Non-Renewable Energy (Non-RE) plant, the Bidder must submit the average fuel cost for the period of April 2025 to June 2025. This cost must be inclusive of all transportation and importation expenses.

FUEL FEE		First Priority (Must Dispatch)	Secondary Priority, RE Plants (Other Priority Dispatch)			Secondary Priority, Non-RE Plants (Other Priority Dispatch)	
		Supplier 1	Supplier 2	Supplier 3	Supplier 4	Supplier 5	Supplier 6
6.1	FUEL FEE (%)	0%	0%	0%	0%	5%	5%
6.2	FUEL FEE (Php/kWh)	--	--	--	--	--	--

Secondary Priority, Non-RE Plants (Other Priority Dispatch)	
Supplier 4	Supplier 5
5%	5%

8. Discount Offered

- a. Bidder may offer a discount and must be translated into Php/kWh, and state the condition to avail the said discount.

DISCOUNTS (Specify)	Percentage (%)	Remarks	Fixed Cost (Php/kWh)	Remarks
7.1				
7.2				
7.3				
7.4				
7.5				
7.6	TOTAL		-	

9. Security Deposit

Bidders may select on the drop-down list for the security deposit. "Y" for requiring NONECO a 1-month equivalent power bill security deposit, and "N" for no security deposit.

Security Deposit	N	
	N	
	Y	
Line Rental Cap	1.5000	Php/kWh

10. Line Rental Cap

Bidders must provide a Line Rental cap in (Php/kWh) which will be used during evaluation based on the NONECO Market Trading Node (06CADIZL_T1L1, 06CADIZL_T1L2, and 06CADIZL_T1L3).

Line Rental Cap	1.5000	Php/kWh
-----------------	--------	---------



Other Instructions:

1. Bidder is encouraged to maintain a clean copy of the Bid Form as backup in case Bidder inadvertently damages the file.
2. Bidder is discouraged from making copy---paste and/or cut---paste operations for the data entries. Safeguards and data sanity checks may be removed with these operations.
3. Bidder may ask the BAC in writing for any clarifications in filling out the Bid Form.



PREPARATION OF BIDDING DOCUMENTS

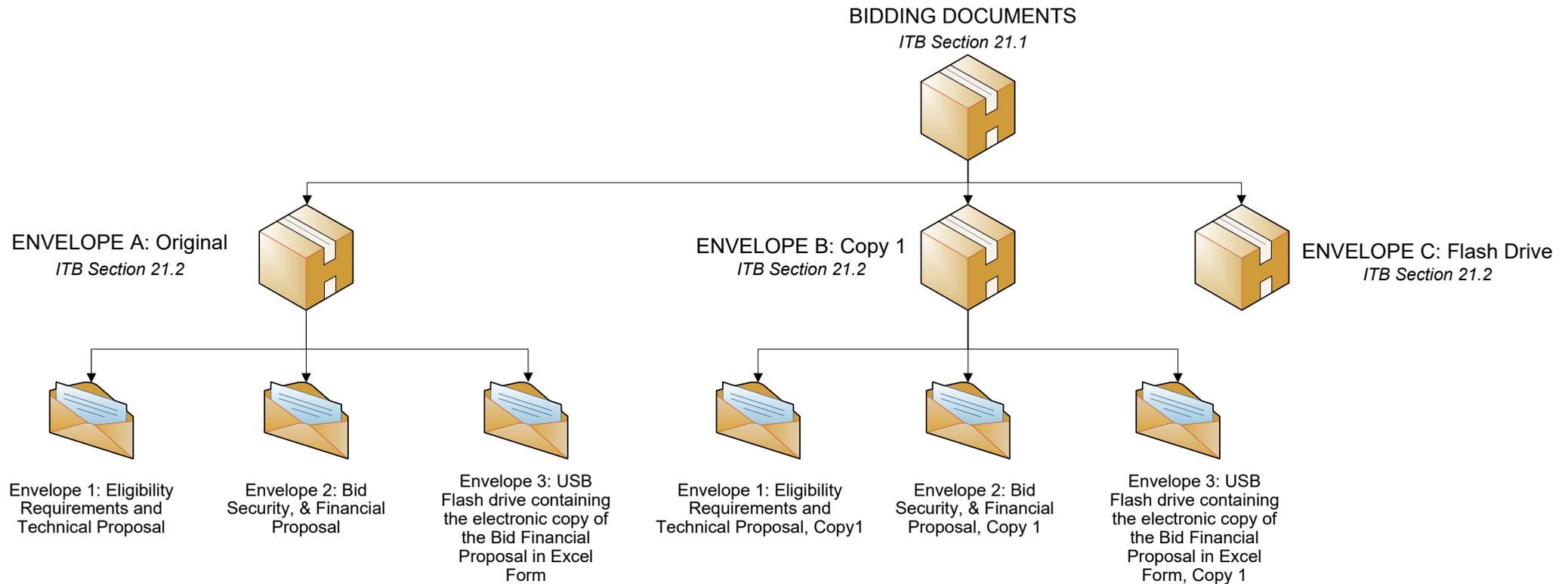
ITB 21.1 The Bids shall be submitted in one (1) sealed main Bid envelope (or box) bearing the signature of the authorized representative/s to secure the seal.

21.2 The Main Bid envelope shall contain three (3) non-transparent sealed envelopes bearing the name and address of the Bidder, signed by the authorized representative to secure the seal and marked as follows:

Envelope A: Original

Envelope B: Copy 1 and;

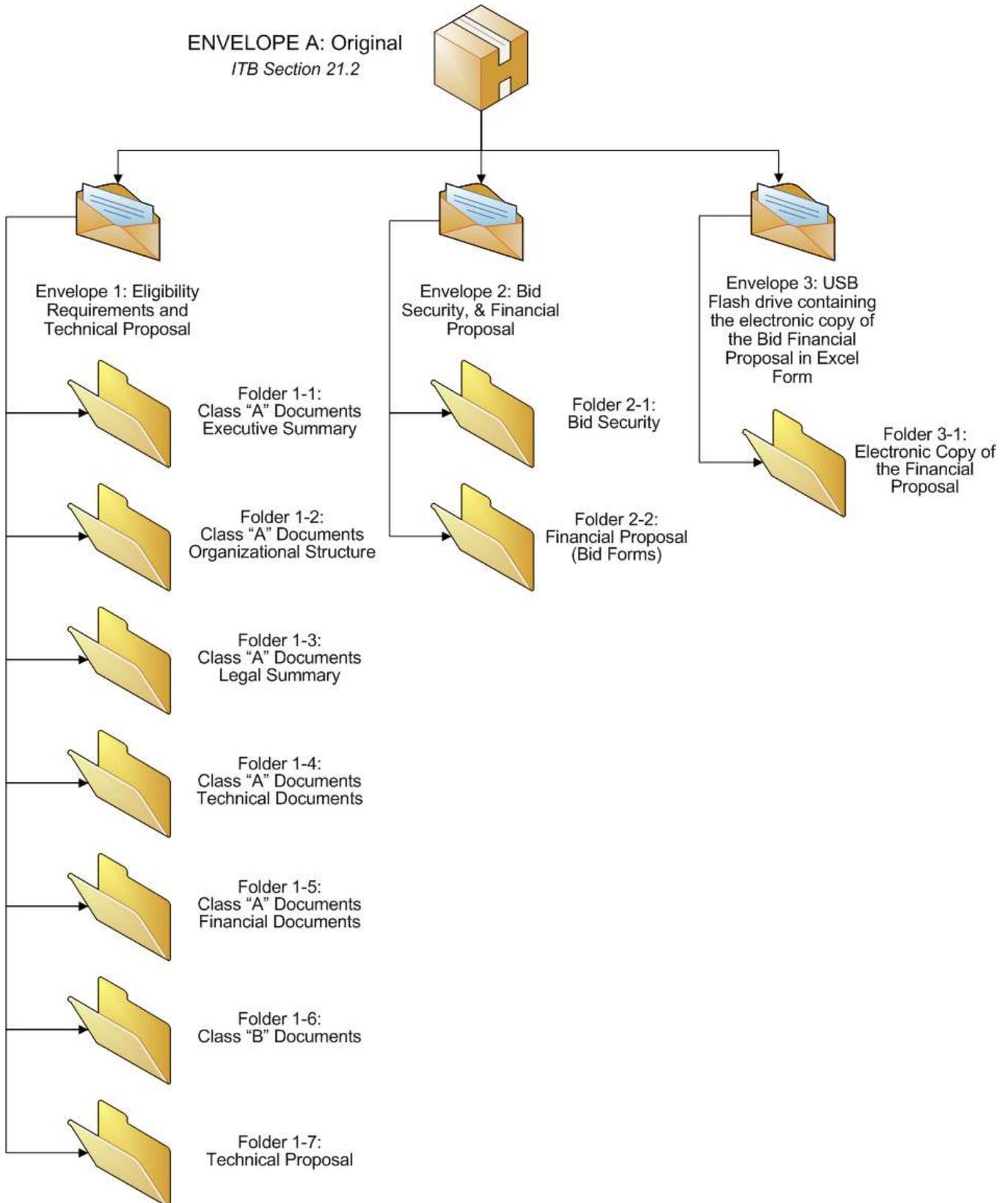
Envelope C: Flash drive containing scanned copies of each document as found in Envelope A.

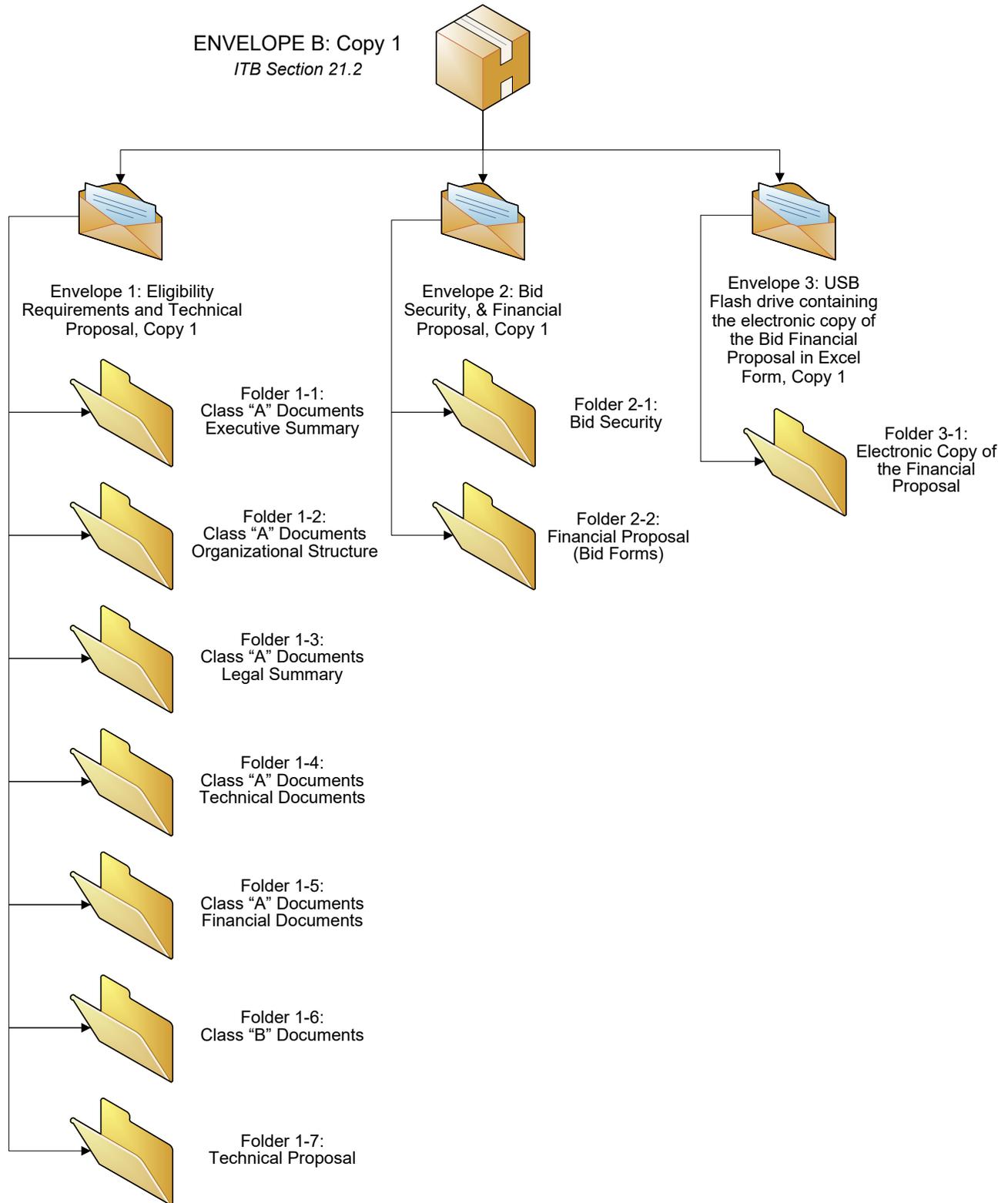




Which, shall contain three (3) separate non-transparent sealed envelopes bearing the name and address of the bidder, signed by the authorized representative to secure the seal and labelled as follows:

- Envelope 1: Eligibility Requirements and Technical Proposal
- Envelope 2: Bid Security and Financial Proposal
- Envelope 3: USB Flash drive containing the electronic copy of the Bid Financial Proposal in Excel Form







NORTHERN NEGROS ELECTRIC COOPERATIVE, INC. (NONECO)COMPETITIVE SELECTION PROCESS (CSP)

REFERENCE : **SUPPLEMENTAL BID BULLETIN NO. 06**
ISSUE DATE : **12 August 2025**
FOR : **ALL BIDDERS**
SUBJECT : **AMENDMENTS TO THE DRAFT POWER SUPPLY AGREEMENT (PSA)**

Pursuant to the Department of Energy Circular 2021-09-0030, and to the new ERC 2023 Competitive Selection Process (CSP) based on the ERC Resolution No. 16, Series of 2023, hereby issues the following amendments.

ITEM	DRAFT PSA PROVISION	AMENDMENT
1	SECTION 1 DEFINITION OF TERMS AND RULES OF INTERPRETATION	1.1. In this Agreement, capitalized terms shall have the meaning prescribed in SCHEDULE 1 hereof. Capitalized terms not therein defined shall have the meanings as provided for in the TOR-CSP or by the applicable laws. 1.2. The following rules of interpretation shall govern this Agreement: 1.2.1 expressions defined in SCHEDULE 1 shall bear the respective meanings set out therein;
2	SECTION 3.2 EFFECTIVE DATE	Except for the obligation to deliver [Contracted Capacity/Energy], the Parties' rights and obligations under this Agreement shall commence on the Effective Date, which shall be the date upon which all of the following conditions are satisfied:



		<p>Within five (5) Days after the satisfaction of the conditions referred to in this Section, each Party shall send a written notice to the other Party confirming satisfaction of such conditions and indicating the Effective Date.</p>
3	SECTION 3 DELIVERY DATE	<p>3.1 <u>Delivery Date</u></p> <p>The Seller shall commence delivery of Contract Capacity to Buyer on Delivery Date. The Delivery Date shall be later of either:</p> <ol style="list-style-type: none"> 1. December 26, 2025: or 2. 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.
4	SECTION 4 ERC APPROVAL	<p>4. <u>ERC APPROVAL</u></p> <p>4.1 Within thirty (30) days from execution of this Agreement, the Parties shall file a Joint Application for Approval of this Agreement with the ERC (“ERC Application”) and shall exert their best efforts to secure the ERC’s Provisional Approval, Interim Relief, and Final Approval of this Agreement as promptly as practicable in accordance with prevailing ERC guidelines, and shall fully cooperate with each other with respect to the ERC Application. Whichever party first receives written approval of the Agreement from the ERC shall, within five (5) calendar days, provide a copy of the approval to the other party.</p> <p>Failure, inability, or refusal of the Seller, without justifiable cause to join in the timely filing of the ERC Application shall result in the forfeiture of the Performance Bond. Should the failure to timely file the ERC Application is caused by Buyer’s failure, inability, refusal, or delay, without justifiable cause, to provide or comply with the ERC requirements, Buyer shall be liable for and shall indemnify Power Supplier for any fine, penalty or demerit to be imposed by the ERC.</p>
5	SECTION 5 5. PERFORMANCE BOND	SECTION 5



		<p>5. PERFORMANCE BOND</p> <p>5.1 The Performance Bond amount shall be _____, which shall be effective from ten (10) days from the execution of this Agreement until the expiration of the Term. The Performance Bond shall be returned to Seller after the end of the Term unless sooner terminated in accordance with this Agreement.</p> <p>5.2 The Performance Bond shall be issued in favor of the Buyer and must be in Philippine Peso in the form of:</p> <ul style="list-style-type: none">a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank or any other banks certified by the Bangko Sentral ng Pilipinas as authorized to issue such financial instrument;b. Bank draft/ guarantee or irrevocable/standby letter of credit issued by a Universal or Commercial Bank; provided, however, that it shall be confirmed or authenticated by a local Universal or Commercial Bank if issued by a foreign bank; orc. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. <p>In case the Performance Bond is issued by an international bank, said security has to be confirmed and validated by its local branch in the Philippines or by a bank that is duly registered and authorized by the <i>Bangko Sentral ng Pilipinas</i>. The Performance Bond shall be expressed in or converted to Philippine Peso at the exchange rate prevailing on the date of its issuance.</p> <p>5.3 Within thirty (30) days after Buyer has notified the Seller in writing that it has drawn on the Performance Bond, the Seller shall provide such additional security or securities as may be sufficient in order to restore the Performance Bond to its full amount.</p>
6	SECTION 6 6. SECURITY DEPOSIT	SECTION 6



		<p>6. SECURITY DEPOSIT</p> <p>6.1 The Buyer shall not be required to post Security Deposit upon the execution of this Agreement.</p> <p>6.2 In the event that the Buyer fails to fully pay one (1) undisputed Seller's Invoice, the Buyer shall be required to post a Security Deposit within thirty (30) calendar days of the immediately succeeding Billing Period.</p> <p>6.3 The amount of the Security Deposit shall be equivalent to the Buyer's lowest monthly generation cost with the Seller over the past twelve (12) Billing Periods, and shall be in the form of cash, cash bond, manager's or cashier's check, bank certified check, irrevocable stand-by letter of credit, surety bond or bank guarantee "callable on demand" issued by a financial institution.</p> <p>6.4 The Seller shall be entitled to draw from the Security Deposit to offset any unpaid and undisputed Seller's Invoices, including any penalties or interest, if any.</p> <p>6.5 If the Security Deposit is drawn partially or fully by the Seller, the Buyer shall replenish or replace the Security Deposit not later than thirty (30) calendar days from notice by the Seller.</p> <p>6.6 If the Buyer remains current on its payment obligations with the Seller for three (3) consecutive Billing Periods following the posting of the Security Deposit, the Security Deposit shall be returned to the Buyer. The Buyer need not post another Security Deposit unless it again fails to fully pay one (1) undisputed Seller's Invoice.</p> <p>6.7 The Buyer shall bear all costs related to securing the Security Deposit. Under no</p>
--	--	--



		circumstances shall these costs be passed on to the Buyer's consumers.
7	SECTION 7.2 WESM OPERATIONS	Buyer shall furnish Seller with its hourly nomination of demand on a daily, weekly, and monthly basis in accordance with the Bilateral Contract Quantity Nomination Protocol provided in SCHEDULE 4 (BCQ Nomination Protocol).
8	SECTION 7.3 7.3 REDUCTION OF CONTRACT CAPACITY	At the option of the Buyer, from time to time upon and after the implementation of Retail Competition and Open Access (RCOA), Green Energy Option Program (GEOP), Renewable Portfolio Standards (RPS),
9	SECTION 7.4.3 SCHEDULED OUTAGES	The Seller is allowed Scheduled Outages not to exceed the number of hours for each Contract Year as set forth in SCHEDULE 6 , during which times reduced or no deliveries will be available to the Buyer, subject to ERC rules and regulations on Reliability Performance Indices.
10	SECTION 7.5.1 UNSCHEDULED OUTAGES	The Seller is allowed Unscheduled Outages not to exceed the number of hours for each Contract Year as set forth in SCHEDULE 6 , during which times reduced or no deliveries will be available to the Buyer, subject to ERC rules and regulations on Reliability Performance Indices.
11	SECTION 7.6.3 REPLACEMENT POWER	For the plants that are not physically available on the date of delivery, the replacement power shall not exceed four (4) years, otherwise, the same shall be considered a breach of contract contemplated on the new ERC CSP Rules of 2023 and shall be a ground for termination of the Contract and payment by the Seller of Liquidated Damage and Penalty. The Buyer shall pay for such Replacement Power at a) the actual price of the Replacement Power; or b) the approved charge for the PSA, whichever is lower.
12	SECTION 8 COMPENSATION, PAYMENT AND BILLING	<p>8.1 <u>Payment of Fees</u></p> <p>Commencing on Delivery Date and throughout the entire Term, Buyer shall pay to the Seller each Billing Period an amount equal to the Monthly Payment in accordance with SCHEDULE 7 (Monthly Payment, Indexation and Adjustment).</p> <p>There shall be no offsetting of payment between the Buyer and Seller and there shall be no withholding of disputed amounts, except for the inadvertent mistake in the amount.</p> <p>If an invoice is not disputed by the Buyer within thirty (30) days of receipt or if the</p>



		<p>payment is not disputed by the Seller within thirty (30) days of receiving payment from the Buyer, the invoice and payment shall be deemed accepted, final, and binding on the Seller or Buyer, as applicable.</p> <p>8.2 Billing to Buyer</p> <p>Within ten (10) Days from the end of each Billing Period commencing on Delivery Date, the Seller shall deliver to the Buyer the Seller Invoice setting forth the amount that is due from the Seller for the preceding Billing Period.</p> <p>The Parties shall make the necessary adjustments, if necessary, for the Seller Invoice covering the first and last Billing Periods.</p> <p>8.3 Payments</p> <p>Each Seller Invoice shall be due and payable not later than thirty-five (35) Days from receipt of the Seller Invoice by the Buyer (“Due Date”). If the last day of the Due Date falls on a Saturday, Sunday, legal/regular holiday or special holiday declared by the applicable local government unit where a Party holds principal office, then payment shall be made on the immediately succeeding Working Day</p> <p>8.4 Manner of Payment</p> <p>All sums indicated in the Seller Invoice shall be paid by the Buyer in Philippine Pesos, through a bank check or bank transfer to a nominated bank of Seller.</p>
13	SECTION 10.1.1 DEFAULTS AND TERMINATION	<p>A Party fails to make any payment required pursuant to this Agreement when due and payable and such payment is not made within ten (10) Days after the Due Date;</p> <p>.....</p>



		<p>Within a [number of days] from knowledge of the occurrence of an Event of Default and for Events of Default capable of being remedied or cured, the Non-Defaulting Party shall issue a written notice to the Defaulting Party specifying in detail the relevant Event of Default (the “Notice of Default”). The Defaulting Party shall have the opportunity to cure the default within the following periods from receipt of the Notice of Default (each a “Cure Period”):</p> <ul style="list-style-type: none">(a) Ten (10) Days, for Events of Default under SECTION 10.1.1,(b) One hundred eighty (180) Days, for Events of Default under SECTION 10.1.2, and(c) One hundred eighty (180) Days, for Events of Default under SECTION 10.1.3.
14	SECTION 10.3 SUSPENSION UPON EVENT OF DEFAULT	<p>In case an Event of Default is awaiting to be cured during the Cure Period under SECTION 10.1, the Non-Defaulting Party may suspend this Agreement, subject to the approval of the ERC, until such time the Event of Default is cured, or the applicable Cure Period lapsed.</p>
15	SECTION 10.4.3 TERMINATION UPON EVENT OF DEFAULT	<p>If the Party receiving the Termination Notice intends to raise a Dispute regarding the right to give effect to the Termination Notice (the “Termination Notice Dispute”), such Party shall follow the procedure prescribed in SECTION 11; and</p>
16	SECTION 10.4.4 TERMINATION UPON EVENT OF DEFAULT	<p>10.4.4 In circumstances where the Party in receipt of the Termination Notice has referred a Termination Notice Dispute for resolution in accordance with SECTION 10.4.3 above, if:</p> <ul style="list-style-type: none">i. at any time after the expiry of the period referred to in SECTION 10.4.1, the event giving rise to the Termination Notice has not been remedied; andii. the Termination Notice Dispute has been determined in favor of the Party who has issued the Termination Notice,
17	SECTION 10.5.2 TERMINATION AS A RESULT OF EVENTS OTHER THAN EVENT OF DEFAULT	<p>Termination in Certain Events of Force Majeure. If an event of Force Majeure occurs under the circumstances and having the consequences described in SECTION 9, then this Agreement may be terminated, subject to prior notification to and approval by the ERC, by notice of either Party delivered to the other Party within seven (7) Days after the end of such 180-day period. If any Force Majeure is expected by the Claiming Party to exceed one hundred eighty (180) Days then the</p>



		<p>Claiming Party may give notice to the other Party at any time of the Claiming Party’s desire to terminate this Agreement. The Non-Claiming Party shall notify the Claiming Party, within five (5) Days of the receipt of such notice, of either: (1) its acceptance of the notice, in which case this Agreement shall terminate effective on the date of such responsive notice, subject to the prior notification and approval of the ERC, pursuant to its rules and regulations; or (2) its disagreement with the Claiming Party’s expectation of the duration of such Force Majeure event, in which case the dispute shall be resolved pursuant to SECTION 11.</p>
18	SECTION 12 ASSIGNMENT OF RIGHTS	<p>Notwithstanding anything to the contrary contained in this agreement, and in the event of the nonrenewal of Buyer's franchise or the transfer of rights to a new franchise holder, both parties agree to cooperate and exert reasonable efforts to ensure the uninterrupted and seamless transition of power supply services. The non-renewal of the franchise shall not, in itself, constitute grounds for automatic termination of this agreement. Buyer shall use best efforts to notify the SELLER in advance of any impending changes in franchise ownership or any circumstances that may affect the continued provision of power supply services. SELLER agrees to work collaboratively with the Buyer and any new franchise holder to facilitate a smooth transition, and both parties shall avoid taking any actions that may lead to the discontinuance of power supply during the transition period. This provision on assignability will be enforceable and will confer benefits upon the involved parties and their respective successors and assigns.</p>
19	SECTION 14.5 SUCCESSORS AND ASSIGNS	<p>This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and permitted assigns, subject to the provision in SECTION 12.</p>
20	SCHEDULE 1	<p>[Note: Schedule 1 shall be finalized by the Winning Bidder and the Buyer]</p> <p>“Contract Energy” - The energy, expressed in kWh to be consumed or purchased by the Buyer from the Seller during each Billing Period indicated in SCHEDULE 2 (Contract Capacity and Contract Energy (Regular Year) and (Leap Year) at one hundred percent (100%) capacity utilization factor (CUF) with respect to the Contract Capacity.</p> <p>“Interconnection Facilities” - All the facilities on the high side of the step-up transformer described in SCHEDULE 3 to be constructed by or for Buyer to enable it to receive and deliver capacity and energy in accordance with this Agreement plus the Metering System.</p> <p>“Interconnection Point” - The physical point(s) where the Facility and the Buyer Grid System are connected as specified in SCHEDULE 3.</p>



21	SCHEDULE 2	[Note: Schedule 2 shall be finalized by the Winning Bidder and the Buyer]



22	SCHEDULE 2 (LOT 3)	<p style="text-align: center; color: yellow; font-weight: bold;">[Note: Schedule 2 shall be finalized by the Winning Bidder and the Buyer]</p> <p style="text-align: center; font-weight: bold;">CONTRACT CAPACITY AND/OR CONTRACT ENERGY (REGULAR YEAR)</p> <table border="1"> <thead> <tr> <th>Billing Month</th> <th>Hours</th> <th>Contract Capacity (kW)</th> <th>Contract Energy (kWh)</th> <th>Minimum Contract Energy (kWh), if any</th> </tr> </thead> <tbody> <tr><td>January</td><td>15</td><td>7,000</td><td>3,124,800.00</td><td></td></tr> <tr><td>February</td><td>15</td><td>7,000</td><td>3,124,800.00</td><td></td></tr> <tr><td>March</td><td>15</td><td>7,000</td><td>2,822,400.00</td><td></td></tr> <tr><td>April</td><td>15</td><td>7,000</td><td>3,124,800.00</td><td></td></tr> <tr><td>May</td><td>15</td><td>7,000</td><td>3,024,000.00</td><td></td></tr> <tr><td>June</td><td>15</td><td>7,000</td><td>3,124,800.00</td><td></td></tr> <tr><td>July</td><td>15</td><td>7,000</td><td>3,024,000.00</td><td></td></tr> <tr><td>August</td><td>15</td><td>7,000</td><td>3,124,800.00</td><td></td></tr> <tr><td>September</td><td>15</td><td>7,000</td><td>3,124,800.00</td><td></td></tr> <tr><td>October</td><td>15</td><td>7,000</td><td>3,024,000.00</td><td></td></tr> <tr><td>November</td><td>15</td><td>7,000</td><td>3,124,800.00</td><td></td></tr> <tr><td>December</td><td>15</td><td>7,000</td><td>3,024,000.00</td><td></td></tr> </tbody> </table> <p style="text-align: center; font-weight: bold;">CONTRACT CAPACITY AND/OR CONTRACT ENERGY (LEAP YEAR)</p> <table border="1"> <thead> <tr> <th>Billing Month</th> <th>Hours</th> <th>Contract Capacity (kW)</th> <th>Contract Energy (kWh)</th> <th>Minimum Contract Energy (kWh), if any</th> </tr> </thead> <tbody> <tr><td>January</td><td>15</td><td>7,000</td><td>3,124,800.00</td><td></td></tr> <tr><td>February</td><td>15</td><td>7,000</td><td>3,124,800.00</td><td></td></tr> <tr><td>March</td><td>15</td><td>7,000</td><td>2,822,400.00</td><td></td></tr> <tr><td>April</td><td>15</td><td>7,000</td><td>3,124,800.00</td><td></td></tr> <tr><td>May</td><td>15</td><td>7,000</td><td>3,024,000.00</td><td></td></tr> <tr><td>June</td><td>15</td><td>7,000</td><td>3,124,800.00</td><td></td></tr> <tr><td>July</td><td>15</td><td>7,000</td><td>3,024,000.00</td><td></td></tr> <tr><td>August</td><td>15</td><td>7,000</td><td>3,124,800.00</td><td></td></tr> <tr><td>September</td><td>15</td><td>7,000</td><td>3,124,800.00</td><td></td></tr> <tr><td>October</td><td>15</td><td>7,000</td><td>3,024,000.00</td><td></td></tr> <tr><td>November</td><td>15</td><td>7,000</td><td>3,124,800.00</td><td></td></tr> <tr><td>December</td><td>15</td><td>7,000</td><td>3,024,000.00</td><td></td></tr> </tbody> </table>	Billing Month	Hours	Contract Capacity (kW)	Contract Energy (kWh)	Minimum Contract Energy (kWh), if any	January	15	7,000	3,124,800.00		February	15	7,000	3,124,800.00		March	15	7,000	2,822,400.00		April	15	7,000	3,124,800.00		May	15	7,000	3,024,000.00		June	15	7,000	3,124,800.00		July	15	7,000	3,024,000.00		August	15	7,000	3,124,800.00		September	15	7,000	3,124,800.00		October	15	7,000	3,024,000.00		November	15	7,000	3,124,800.00		December	15	7,000	3,024,000.00		Billing Month	Hours	Contract Capacity (kW)	Contract Energy (kWh)	Minimum Contract Energy (kWh), if any	January	15	7,000	3,124,800.00		February	15	7,000	3,124,800.00		March	15	7,000	2,822,400.00		April	15	7,000	3,124,800.00		May	15	7,000	3,024,000.00		June	15	7,000	3,124,800.00		July	15	7,000	3,024,000.00		August	15	7,000	3,124,800.00		September	15	7,000	3,124,800.00		October	15	7,000	3,024,000.00		November	15	7,000	3,124,800.00		December	15	7,000	3,024,000.00	
Billing Month	Hours	Contract Capacity (kW)	Contract Energy (kWh)	Minimum Contract Energy (kWh), if any																																																																																																																																
January	15	7,000	3,124,800.00																																																																																																																																	
February	15	7,000	3,124,800.00																																																																																																																																	
March	15	7,000	2,822,400.00																																																																																																																																	
April	15	7,000	3,124,800.00																																																																																																																																	
May	15	7,000	3,024,000.00																																																																																																																																	
June	15	7,000	3,124,800.00																																																																																																																																	
July	15	7,000	3,024,000.00																																																																																																																																	
August	15	7,000	3,124,800.00																																																																																																																																	
September	15	7,000	3,124,800.00																																																																																																																																	
October	15	7,000	3,024,000.00																																																																																																																																	
November	15	7,000	3,124,800.00																																																																																																																																	
December	15	7,000	3,024,000.00																																																																																																																																	
Billing Month	Hours	Contract Capacity (kW)	Contract Energy (kWh)	Minimum Contract Energy (kWh), if any																																																																																																																																
January	15	7,000	3,124,800.00																																																																																																																																	
February	15	7,000	3,124,800.00																																																																																																																																	
March	15	7,000	2,822,400.00																																																																																																																																	
April	15	7,000	3,124,800.00																																																																																																																																	
May	15	7,000	3,024,000.00																																																																																																																																	
June	15	7,000	3,124,800.00																																																																																																																																	
July	15	7,000	3,024,000.00																																																																																																																																	
August	15	7,000	3,124,800.00																																																																																																																																	
September	15	7,000	3,124,800.00																																																																																																																																	
October	15	7,000	3,024,000.00																																																																																																																																	
November	15	7,000	3,124,800.00																																																																																																																																	
December	15	7,000	3,024,000.00																																																																																																																																	



22	SCHEDULE 3	[Note: Schedule 3 shall be finalized by the Winning Bidder and the Buyer]
23	SCHEDULE 4	<p style="text-align: center;">SCHEDULE 4</p> <p>[Note: Schedule 4 shall be finalized by the Winning Bidder and the Buyer]</p> <p style="text-align: center;"><u>BCQ NOMINATION PROTOCOL</u></p>
24	SCHEDULE 5	<p style="text-align: center;">SCHEDULE 5</p> <p>[Note: Schedule 5 shall be finalized by the Winning Bidder and the Buyer]</p> <p style="text-align: center;"><u>PROTOCOL FOR REDUCTION OF CONTRACT CAPACITY AND/OR CONTRACT ENERGY</u></p> <p style="text-align: center;">.....</p> <p>2. Grounds for Reduction:</p> <p>Buyer may initiate a reduction of Contract Capacity and/or Contract Energy based on the following grounds, as provided in the Resolution:</p> <ul style="list-style-type: none"> • Significant and sustained reduction in Buyer's load demand due to the implementation of Retail Competition and Open Access (RCOA), Green Energy Option Program (GEOP), Renewable Portfolio Standards (RPS), Net Metering programs, and other similar government programs. <ul style="list-style-type: none"> ○ The Buyer's customer procures electricity from RES, in which case Buyer shall be entitled to a reduction in the Contract Capacity equivalent to the average hourly coincidental peak demand of such the NONECO's customer for the last twelve (12) calendar months prior to such disconnection; and ○ The Buyer's customer procures electricity from any supplier who does not supply



		<p>electricity to Buyer, in which case Buyer shall be entitled to a reduction in the Contract Capacity equivalent to the average hourly coincidental peak demand of such Buyer's customer for the last twelve (12) calendar months prior to such disconnection multiplied by the proportion of the Contracted Capacity to the total capacity contracted by the Buyer with all of its Suppliers of electric power (including the SELLER).</p> <ul style="list-style-type: none">• Occurrence of Force Majeure events affecting permanent reduction of the Buyer's load demand.• Change in Circumstances as defined in the resolution. <p>3. Procedure:</p> <p>3.1. Submission of Request:</p> <ul style="list-style-type: none">• Buyer shall submit a written request for a reduction of Contract Capacity and/or Buyer shall issue a Notice of Reduction to the Power Supplier, specifying the following:<ul style="list-style-type: none">○ The specific Contract Capacity and/or Contract Energy to be reduced.○ The effective date of the reduction.○ The grounds for the reduction, with supporting documentation.○ The proposed revised terms and conditions of the PSA, if applicable.○ A request for a meeting to discuss the proposed reduction.• The Notice of Reduction shall be served to the Power Supplier at least [Number] days. <p>4. Discussion and Negotiation:</p> <ul style="list-style-type: none">• Upon receipt of the Notice of Reduction, the Power Supplier shall have the right to request a meeting with the Buyer to discuss the proposed reduction.
--	--	--



25	SCHEDULE 6	<p style="text-align: center;">SCHEDULE 6</p> <p style="text-align: center;">[Note: Schedule 6 shall be finalized by the Winning Bidder and the Buyer]</p> <p style="text-align: center;"><u>SCHEDULED AND UNSCHEDULED OUTAGES</u></p> <p style="text-align: center;">The Seller shall be allowed of outages for each contract year not exceeding to:</p> <p style="text-align: center;">Scheduled outage: _____ hours. Unscheduled outage: _____ hours</p>
26	SCHEDULE 7	<p style="text-align: center;">SCHEDULE 7</p> <p style="text-align: center;">[Note: Schedule 7 shall be finalized by the Winning Bidder and the Buyer]</p> <p style="text-align: center;"><u>MONTHLY PAYMENT, INDEXATION AND ADJUSTMENT</u></p> <p style="text-align: center;">The Bidder shall provide the detailed calculation of its payment offers including formula and references. All cost items shall be itemized and classified into:</p> <p style="text-align: center;">Electricity Fee will compose of the following:</p> <ul style="list-style-type: none">• Capital Recovery Fee (CRF)• Fixed Operation and Maintenance Cost (FOM)• Variable Operation and Maintenance Cost (VOM)• Fuel Fee (FF)



$$Electricity\ Fee\ \left(\frac{Php}{kWh}\right) = CRF + FOM + VOM + Fuel\ Fee$$

A. Capital Recovery Fee (CRF)

CRF shall not be indexed or escalated for the entire duration of the contract;

The CRF is equal to the bid price of capital recovery cost of the 100% CUF in the billing month;

$$CRF_{Month} = CRF_{Month} @ 100\% CUF_{Month}$$

The CUF for each month shall be calculated as ratio of the energy dispatch of the month, and the total energy production of the power plant at 100% utilization.

B. Fixed Operation and Maintenance Fee (FOM)

The base prices of the FOM may have local and foreign component that may or may not be indexed to applicable inflation indexations. The bid price offered by the bidder shall be indexed based on the table.

Index	Base Value	Source
PH CPI	127.4	Consumer Price Index (2018 = 100), All Income Households, All Items for June 2025 https://www.bsp.gov.ph/SitePages/Statistics/Pricing.aspx?TabId=1
US CPI	322.561	Consumer Price Index for All Urban Consumers (CPI-U) (1982-1984 = 100): U.S. City Average All Items, by expenditure category, June 2025 https://www.bls.gov/regions/northeast/data/consumerpriceindex_us_table.htm
FOREX	57.4246	Daily Pesos per U.S. Dollar Rate, Monthly Average for March 2025 https://www.bsp.gov.ph/statistics/external/day99_data.aspx

The applicable price for the FOM for the billing month shall be calculated as follows:



$$FOM_{Month} = \left[K_L^{FOM} \times FOM_L^{CUF} \times \frac{PH\ CPI_{N-1}}{PH\ CPI_{BASE}} \right] + [(1 - K_L^{FOM}) \times FOM_L^{CUF}] \\ + \left\{ \left[K_F^{FOM} \times FOM_F^{CUF} \times \frac{US\ CPI_{N-1}}{US\ CPI_{BASE}} \right] \right. \\ \left. + [(1 - K_F^{FOM}) \times FOM_F^{CUF}] \right\} \times FOREX_{N-1}$$

Where:

- K_L^{FOM} is the indexation parameter in percent (%) with an effective value between zero (0) (for no indexation) to one (1) (for full indexation), for local fixed O&M;
- K_F^{FOM} is the indexation parameter in percent (%) with an effective value between zero (0) (for no indexation) to one (1) (for full indexation), for foreign fixed O&M;
- FOM_L^{CUF} is the value of the local fixed O&M cost component at a given CUF;
- FOM_F^{CUF} is the value of the foreign fixed O&M cost component at a given CUF;
- $PH\ CPI_{Base}$ is the base value of the Philippine CPI (2018-100) of all income households of all items for the reference month June 2025, equal to 127.4, as found in <https://www.bsp.gov.ph/SitePages/Statistics/Prices.aspx?TabId=1>
- $PH\ CPI_{N-1}$ is the value of the Philippine CPI on the month preceding the billing month;
- $US\ CPI_{Base}$ is the average of the US consumer price index for all urban consumers (CPI-new) (1982=100), by expenditure category, for the reference month June 2025, equal to 322.561, published by US bureau of labor statistics, https://www.bls.gov/regions/northeast/data/consumerpriceindex_us_table.htm;
- $US\ CPI_{N-1}$ is the value of the US CPI on the month preceding the billing month;



- $FOREX_{N-1}$ is the value of the monthly average of daily pesos or US dollar rate on the month preceding the billing month published by BSP, https://www.bsp.gov.ph/statistics/external/day99_data.aspx.

C. Variable Operation and Maintenance Fee (“VOM”)

The base prices of the VOM may have local and foreign component that may or may not be indexed to applicable inflation indexations. The bid price offered by the bidder shall be indexed based on the table.

Index	Base Value	Source
PH CPI	127.4	Consumer Price Index (2018 = 100), All Income Households, All Items for June 2025 https://www.bsp.gov.ph/SitePages/Statistics/Pricing.aspx?TabId=1
US CPI	322.561	Consumer Price Index for All Urban Consumers (CPI-U) (1982-1984 = 100): U.S. City Average All Items, by expenditure category, June 2025 https://www.bls.gov/regions/northeast/data/consumerpriceindex_us_table.htm
FOREX	57.4246	Daily Pesos per U.S. Dollar Rate, Monthly Average for March 2025 https://www.bsp.gov.ph/statistics/external/day99_data.aspx

$$\begin{aligned}
 VOM_{Month} = & \left[K_L^{VOM} \times VOM_L \times \frac{PH\ CPI_{N-1}}{PH\ CPI_{BASE}} \right] + \left[(1 - K_L^{VOM}) \times VOM_L \right] \\
 & + \left\{ \left[K_F^{VOM} \times VOM_F \times \frac{US\ CPI_{N-1}}{US\ CPI_{BASE}} \right] \right. \\
 & \left. + \left[(1 - K_F^{VOM}) \times VOM_F \right] \right\} \times FOREX_{N-1}
 \end{aligned}$$

Where:

- K_L^{VOM} is the indexation parameter in percent (%) with an effective value between zero (0) (for no indexation) to one (1) (for full indexation), for local variable O&M;



		<ul style="list-style-type: none"> • K_F^{VOM} is the indexation parameter in percent (%) with an effective value between zero (0) (for no indexation) to one (1) (for full indexation), for foreign variable O&M; • VOM_L is the value of the local variable O&M cost component; • VOM_F is the value of the foreign variable O&M cost component; • $PH\ CPI_{Base}$ is the base value of the Philippine CPI (2018-100) of all income households of all items for the reference month June 2025, equal to 127.4, as found in https://www.bsp.gov.ph/SitePages/Statistics/Prices.aspx?TabId=1 • $PH\ CPI_{N-1}$ is the value of the Philippine CPI on the month preceding the billing month (N-1); • $US\ CPI_{Base}$ is the average of the US consumer price index for all urban consumers (CPI-new) (1982=100), by expenditure category, for the reference month June 2025, equal to 322.561, published by US bureau of labor statistics, https://www.bls.gov/regions/northeast/data/consumerpriceindex_us_table.htm; • $US\ CPI_{N-1}$ is the value of the US CPI on the month preceding the billing month (N-1); • $FOREX_{N-1}$ is the value of the monthly average of daily pesos or US dollar rate on the month preceding the billing month published by BSP, https://www.bsp.gov.ph/statistics/external/day99_data.aspx. <p>D. Fuel Fee (“FF”)</p> <p style="text-align: right;">The Fuel Fee (FF) will be based on the formula:</p> $FF_{Month} = Actual\ Fuel\ Pass\ Through\ Cost$ <p>Fuel Fee shall be a pass-through component of the price.</p> <p>However, in order for NONECO to validate and pay the Fuel Fee, the Seller’s Invoice shall include the following:</p>
--	--	--



		<ol style="list-style-type: none">1. Summary of Total Fuel Cost: A summary statement showing the total Fuel Fee for the relevant billing period, with a detailed breakdown of all cost components.2. Relevant fuel supplier's invoice: The invoice/s detailing the actual Fuel Fee incurred to produce the delivered energy to NONECO. If any index or indices are used, the Seller must provide the Buyer with relevant proof to substantiate index.3. Fuel Inventory Report: The Seller must also attach the monthly fuel inventory report submitted to the DOE.4. Fuel Supply Agreement: A copy of the applicable Fuel Supply Agreement covering the fuel used during the billing period. <p>NONECO reserves the right to defer payment of the Fuel Fee for any billing period until the required supporting documents have been fully submitted by the Winning Bidder.</p> <p>E. Sample Bills</p> <p>For Lot 3</p> <p style="text-align: center;">SCHEDULE 7</p> <p>[Note: Schedule 7 shall be finalized by the Winning Bidder and the Buyer]</p> <p style="text-align: center;">MONTHLY PAYMENT, INDEXATION AND ADJUSTMENT</p> <p>A. Single-Tariff Structure</p> <p>The tariff must be a singular, blended rate inclusive of Capital Recovery Factor (CRF), Fixed Operation & Maintenance (FOM), and Variable Operation & Maintenance.</p>
--	--	--



		<p>The tariff shall be fixed (i.e., not subject to escalation or any indices) for the whole duration of the contract.</p> <p>Any fuel fee charges will be treated as a pass-through cost, subject to a post-billing verification process. This process will require the submission of additional documentation for validation.</p> <p>B. Sample Bills</p>
--	--	--

Approved By : NONECO BAC

ROEL F. SALGADO, REE
NONECO BAC, CHAIRMAN
07 August 2025

**NORTHERN NEGROS ELECTRIC COOPERATIVE, INC. (NONECO) COMPETITIVE SELECTION PROCESS (CSP)**

REFERENCE : **SUPPLEMENTAL BID BULLETIN NO. 07**
ISSUE DATE : **12 August 2025**
FOR : **ALL BIDDERS**

SUBJECT : **AMENDMENTS TO THE CHECKLIST OF ELIGIBILITY REQUIREMENTS AND PROPOSAL**

Pursuant to the Department of Energy Circular 2021-09-0030, and to the new ERC 2023 Competitive Selection Process (CSP) based on the ERC Resolution No. 16, Series of 2023, hereby issues the following amendments.

ITEM	CHECKLIST OF ELIGIBILITY REQUIREMENTS AND PROPOSAL	AMENDMENT
1	ITEM 1.7.n TECHNICAL PROPOSAL	For Lot 1 1. A sworn certification stating that nominated Power Plant have the following: a. Plant Power Factor (PPF) have at least 80%; and Enough capacity for the contracting.
2	ITEM 1.7.o TECHNICAL PROPOSAL	For Lot 2 1. A sworn certification stating that nominated Power Plant have the following: a) Plant Power Factor (PPF) have at least 20% to 30%; b) With a Ramping rate of 5 MW/min; c) Can start-up of at least 3x a day; Has a synchronization capability to the Grid of 30-90mins.



3	ITEM 1.7.p TECHNICAL PROPOSAL	Lot 3 1. Renewable Energy Service and/or Operating Contracts, as applicable; 2. Certificate of Registration with attached Terms and Conditions issued by the DTI – Board of Investments (BOI); and 3. Certificate of Confirmation of Commerciality issued by the DOE or COC/PAO showing that RE plant has been in commercial operations after RA 9513 (RE Act)
4	ITEM 2-2.b FINANCIAL PROPOSAL	Necessary attachments (e.g. invoices), documentation, and any other relevant information as supporting documents in the bid proposal, along with a narrative on how the values declared in the Bid Proposal were computed

Approved By : NONECO BAC

ROEL F. SALGADO, REE
NONECO BAC, CHAIRMAN
07 August 2025



NORTHERN NEGROS ELECTRIC COOPERATIVE, INC. (NONECO)COMPETITIVE SELECTION PROCESS (CSP)

REFERENCE : **SUPPLEMENTAL BID BULLETIN NO. 12**
ISSUE DATE : **12 August 2025**
FOR : **ALL BIDDERS**
SUBJECT : **AMENDMENTS TO THE ANNEX L**

Pursuant to the Department of Energy Circular 2021-09-0030, and to the new ERC 2023 Competitive Selection Process (CSP) based on the ERC Resolution No. 16, Series of 2023, hereby issues the following amendments.

ITEM	CHECKLIST OF ELIGIBILITY REQUIREMENTS AND PROPOSAL	AMENDMENT
1	ANNEX L: PREPARATION OF BIDDING DOCUMENTS	Additional Annex Please see ANNEX L: PREPARATION OF BIDDING DOCUMENTS

Approved By : NONECO BAC


ROEL F. SALGADO, REE
NONECO BAC, CHAIRMAN
07 August 2025



NORTHERN NEGROS ELECTRIC COOPERATIVE, INC. (NONECO) COMPETITIVE SELECTION PROCESS (CSP)

REFERENCE : **SUPPLEMENTAL BID BULLETIN NO. 13**
ISSUE DATE : **12 August 2025**
FOR : **ALL BIDDERS**
SUBJECT : **AMENDMENTS TO THE INSTRUCTION TO BIDDERS (ITB)**

Pursuant to the Department of Energy Circular 2021-09-0030, and to the new ERC 2023 Competitive Selection Process (CSP) based on the ERC Resolution No. 16, Series of 2023, hereby issues the following amendments.

ITEM	DRAFT PSA PROVISION	AMENDMENT													
1	SECTION 3. Definition of Terms	<p>Base Price or Electricity Fee– refers to the bid price as submitted by the Bidder in the Financial Proposal for Year 1, comprising of the components of the Capital Recovery Fee (CRF), Fixed Operations and Maintenance, Variable Operations and Maintenance and the Fuel Fee.</p> <p>Bid Bulletin - refers to an official communication bearing additional information that clarify, modify and/or amend provisions of and/or related to the Bidding Documents and Instruction to Bidders (ITB) and the procurement process.</p>													
2	SECTION 4. Transaction Schedule	<table border="1"> <thead> <tr> <th>Activities</th> <th>Target Dates</th> </tr> </thead> <tbody> <tr> <td>Publication of Invitation to Bid</td> <td>June 25, 2025, and July 02, 2025</td> </tr> <tr> <td>Issuance of Bid Documents</td> <td>June 27, 2025</td> </tr> <tr> <td>Pre-Bidding Conference (1st Round)</td> <td>July 17, 2025</td> </tr> <tr> <td>Availability of Bidding Documents</td> <td>Until 22 July 2025; 5:00 P.M.</td> </tr> <tr> <td>Pre-Bidding Conference (2nd Round)</td> <td>July 24, 2025</td> </tr> </tbody> </table>	Activities	Target Dates	Publication of Invitation to Bid	June 25, 2025, and July 02, 2025	Issuance of Bid Documents	June 27, 2025	Pre-Bidding Conference (1 st Round)	July 17, 2025	Availability of Bidding Documents	Until 22 July 2025; 5:00 P.M.	Pre-Bidding Conference (2nd Round)	July 24, 2025	
Activities	Target Dates														
Publication of Invitation to Bid	June 25, 2025, and July 02, 2025														
Issuance of Bid Documents	June 27, 2025														
Pre-Bidding Conference (1 st Round)	July 17, 2025														
Availability of Bidding Documents	Until 22 July 2025; 5:00 P.M.														
Pre-Bidding Conference (2nd Round)	July 24, 2025														



		<table border="1"> <tr> <td>Last day of Issuance of Bid Bulletin and Final Instructions to Bidders</td> <td>August 07, 2025</td> </tr> <tr> <td>Due Diligence of the Bidders</td> <td>June 27, 2025 – August 20, 2025</td> </tr> <tr> <td>Submission of Bids</td> <td>August 28, 2025</td> </tr> <tr> <td>Opening of Bids</td> <td>August 28, 2025 – Lot 1 August 29, 2025 – Lot 2 and Lot 3</td> </tr> <tr> <td>Post Qualification and Evaluation of Bids</td> <td>September 1-12, 2025</td> </tr> <tr> <td>Issuance of Notice of Award</td> <td>October 22, 2025</td> </tr> <tr> <td>The signing of PSA</td> <td>November 10, 2025</td> </tr> <tr> <td>Posting of Performance Security</td> <td>On or before November 20, 2025</td> </tr> <tr> <td>Issuance of Notice to Proceed</td> <td>November 25, 2025</td> </tr> </table>	Last day of Issuance of Bid Bulletin and Final Instructions to Bidders	August 07, 2025	Due Diligence of the Bidders	June 27, 2025 – August 20, 2025	Submission of Bids	August 28, 2025	Opening of Bids	August 28, 2025 – Lot 1 August 29, 2025 – Lot 2 and Lot 3	Post Qualification and Evaluation of Bids	September 1-12, 2025	Issuance of Notice of Award	October 22, 2025	The signing of PSA	November 10, 2025	Posting of Performance Security	On or before November 20, 2025	Issuance of Notice to Proceed	November 25, 2025
Last day of Issuance of Bid Bulletin and Final Instructions to Bidders	August 07, 2025																			
Due Diligence of the Bidders	June 27, 2025 – August 20, 2025																			
Submission of Bids	August 28, 2025																			
Opening of Bids	August 28, 2025 – Lot 1 August 29, 2025 – Lot 2 and Lot 3																			
Post Qualification and Evaluation of Bids	September 1-12, 2025																			
Issuance of Notice of Award	October 22, 2025																			
The signing of PSA	November 10, 2025																			
Posting of Performance Security	On or before November 20, 2025																			
Issuance of Notice to Proceed	November 25, 2025																			
3	SECTION 5. Constituent Documents	<p>5.1. For the purposes this CSP, the following comprise the Bidding Documents:</p> <ul style="list-style-type: none"> a. Information Memorandum (Annex K); b. Invitation to Bid; c. Terms of Reference; d. The Instruction to Bidders; and, e. Bid Forms (Annex B). f. Draft PSA (Annex A) 																		
4	SECTION 9. Bidder's Responsibilities	<p>9.3. By submitting a proposal, the Bidder acknowledges that it has reviewed, is fully acquainted with, and unconditionally accepts the terms of the Bidding Documents and Instruction to Bidders, each Bid Bulletin and the Draft PSA. Bidders will not be granted relief on the plea of negligence, error or mistake in preparing its proposal.</p> <p>9.4. Fully inform itself and understand all the conditions and matters affecting or that could affect its proposal, participation, or undertaking in the Transaction or the implementation of the PSA.</p>																		



		9.5. The Bidder, by the act of submitting its Bid, shall be deemed to have accepted and will abide to all procedures, requirements, rules and regulations issued by the BAC through the Bidding Documents.
5	SECTION 11. DISQUALIFICATION OF BIDDER	<p>11.1 The Bidder or any member of the Partnership, JV or Consortium must have no record of Unsatisfactory Performance as Generator or Power Plant Operator. For this purpose, “Unsatisfactory Performance” means any of the following within five (5) years prior to the Deadline of Bid Submission:</p> <ul style="list-style-type: none"> (a) the failure by the Bidder to satisfactorily perform any of its material obligations in a power plant project, power plant operation contract, or power supply contract as evidenced by the imposition of a judicial pronouncement or arbitration award that is final and executory; (b) the expulsion of the Bidder from any power plant project, power plant operation contract, or power supply contract due to Bidder’s fault; (c) the termination or suspension of any such project, operation or contract, the cause of which is directly attributable to the Bidder; or (d) material violation of laws and/or regulations by the Bidder to any power plant projects or contracts, including but not limited to environmental, health, safety, labor and social welfare laws and regulations, as evidenced by the findings of the relevant competent authority rendered in a final and executory decision or judgement.
6	SECTION 12. CONFLICT OF INTEREST	<p>11.3. All Bidders found to have conflicting interests shall be disqualified to participate in this CSP, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs below:</p> <ul style="list-style-type: none"> (a) A Bidder has the same legal representative as that of another Bidder for purposes of this CSP; (b) A Bidder has a relationship, directly or through third parties, that puts it in a position to have access to information about or influence on the Bid of another Bidder or influence the decisions of NONECO BAC regarding this CSP; (c) A Bidder submits more than one Bid in this CSP for the same lot;



		<ul style="list-style-type: none"> (d) A Bidder participated as a consultant in the preparation of the design or technical specifications of this CSP; and (e) A Bidder lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for this CSP, if the personnel would be involved in any capacity on the same project. 			
7	SECTION 14.2.3 Legal Documents	<ul style="list-style-type: none"> e) Documentary proof of Bidder's Compliance with tax obligations such as: <ul style="list-style-type: none"> i. BIR VAT Registration ii. Proof of VAT payments from first (1st) and second (2nd) Quarter of 2025 			
8	SECTION 14.2.4 Technical Documents	<ul style="list-style-type: none"> a) Matrix of the Bidder's ongoing projects and generation portfolio with the following minimum information for each power plant (Annex B-2): <ul style="list-style-type: none"> i. The name of the power plant ii. Installed and dependable capacity of the power plant iii. Type of power plant according to fuel or energy source iv. Location (address) of power plant v. Year the power plant was built and commissioned; vi. Number and average duration of scheduled and unscheduled outages for the last five (5) years, or the actual outage data for new power plants operating for less than five years supported by a Certification issued by the System Operator or client distribution utility, or letter request submitted to NGCP be accepted but the document must be provided during the Post Qualification. 			
9	SECTION 15. Bid Security	<ul style="list-style-type: none"> a. The amount must be equivalent to the three (3)-month contract cost of the proposed power supply agreement computed using the bid price offered by the Bidder. <p>Table 4: Bid Security Computation</p> <table border="1" style="margin-left: 40px;"> <tr> <td style="text-align: center;">Bid Security Computation</td> </tr> <tr> <td style="text-align: center;">For Baseload</td> </tr> <tr> <td style="text-align: center;"> $\text{Bid Security} = \{[(20,000^{**} \times 365 \times 24)/12] \times 3\} \times (\text{Bid Price Offer})$ </td> </tr> </table>	Bid Security Computation	For Baseload	$\text{Bid Security} = \{[(20,000^{**} \times 365 \times 24)/12] \times 3\} \times (\text{Bid Price Offer})$
Bid Security Computation					
For Baseload					
$\text{Bid Security} = \{[(20,000^{**} \times 365 \times 24)/12] \times 3\} \times (\text{Bid Price Offer})$					



		<p>Note: ** = if the bid offer is 20,000kW, it may be change depends on the bid offer of the Bidder.</p> <p>For Peaking</p> $\text{Bid Security} = \{[(5,000 \times 365 \times 4) / 12] \times 3\} \times (\text{Bid Price Offer})$ <p>For RPS</p> $\text{Bid Security} = \{[(7,000 \times 365 \times 24 \times 0.60) / 12] \times 3\} \times (\text{Bid Price Offer})$ <p>The bid security will be automatically computed in the Financial Proposal template (Annex B-1). The Bidder may use the indicated amount or higher for the posting of the Bid Security.</p>
10	SECTION 15.3 Bid Security	Bid Securities of the losing Bidder(s) shall be returned after the Board's approval of BAC's recommendation to issue award to the Lowest Calculated Responsive Bidder (LCRB), except to those that failed to comply with the Eligibility Requirements in accordance with the preliminary examination in Section 25 and subsequently the Bid was not opened.
11	SECTION 16.1.4. FINANCIAL PROPOSAL	<p>16.1.4 The Bidder shall prepare Financial Proposals for Lot 1 and/or Lot 2 and/or Lot 3, wherein:</p> <ul style="list-style-type: none"> • Lot 1 shall be the offer for baseload requirements of NONECO • Lot 2 shall be the offer for peaking requirements of NONECO • Lot 3 shall be the offer for RPS requirements of NONECO <p>NONECO shall enter a PSA with the Winning Bidder with the following price structure:</p> <p>Lot 1 at 100% utilization:</p> $\text{Electricity Fee} \left(\frac{\text{Php}}{\text{kWh}} \right) = \text{CRF} + \text{FOM} + \text{VOM} + \text{Fuel Fee}$



		<p>Lot 2 at four (4) hours of capacity utilization:</p> $\text{Electricity Fee} \left(\frac{\text{Php}}{\text{kWh}} \right) = \text{CRF} + \text{FOM} + \text{VOM} + \text{Fuel Fee}$ <p>Lot 3:</p> $\text{Electricity Fee} \left(\frac{\text{Php}}{\text{kWh}} \right) = \text{Energy Fee} + \text{Fuel Fee}_{(\text{If Applicable})}$ <p>Where:</p> <p>CRF = Capital Recovery Fee (CRF), Php/kWh EF = The tariff must be a singular, blended rate inclusive of Capital Recovery Factor (CRF), Fixed Operation & Maintenance (FOM), and Variable Operation & Maintenance FOM = Fixed Operations and Maintenance, Php/kWh VOM = Variable Operations and Maintenance, Php/kWh FUEL FEE = amount of Fuel, including transportation and importation fees, Php/kWh (Average from April 2025 to June 2025)</p> <p>Fuel Fee shall be a pass-through component of the price.</p> <p>However, in order for NONECO to validate and pay the Fuel Fee, the Seller's Invoice shall include the following:</p> <ol style="list-style-type: none">1. Summary of Total Fuel Cost: A summary statement showing the total Fuel Fee for the relevant billing period, with a detailed breakdown of all cost components.2. Relevant fuel supplier's invoice: The invoice/s detailing the actual Fuel Fee incurred to produce the delivered energy to NONECO. If any index or indices are used, the Seller must provide the Buyer with relevant proof to substantiate index.3. Fuel Inventory Report: The Seller must also attach the monthly fuel inventory report submitted to the DOE.
--	--	--



		<p>4. Fuel Supply Agreement: A copy of the applicable Fuel Supply Agreement covering the fuel used during the billing period.</p> <p>NONECO reserves the right to defer payment of the Fuel Fee for any billing period until the required supporting documents have been fully submitted by the Winning Bidder.</p>
12	SECTION 16.1.6. FINANCIAL PROPOSAL	<p>For Lot 1 at 100% utilization:</p> $\text{Total Energy delivered for the Month (kWh)} = CC \times H_t$ <p>Where: CC is the contracted capacity of the power plant H_T is the total of hours in the billing month</p> <p>For Lot 1 during outage allowance or forced majeure:</p> $\text{Total Energy delivered for the Month (kWh)} = CC \times (H_t - H_o - H_{fm})$ <p>Where: CC is the contracted capacity of the power plant H_T is the total of hours in the billing month H_O is the hours of outage in a billing month H_{FM} is the total hours of outage due to force majeure in a billing month</p> <p>For Lot 2 at four (4) hours of capacity utilization:</p> $\text{Total Energy delivered for the Month (kWh)} = CC \times (4\text{hours} \times D_m)$ <p>Where: CC is the contracted capacity of the power plant D_m is the total of days in the billing month</p>
13	SECTION 16.1.7. FINANCIAL PROPOSAL	16.1.7 The Bidder shall fulfill the Financial Proposal and shall detail the following wherein:



		<p>16.1.7.1 Capital Recovery Fee (CRF) in Php/kWh</p> <ul style="list-style-type: none"> CRF shall not be indexed or escalated for the entire duration of the contract; For Lot 1, the CRF is equal to the bid price of capital recovery cost of the 100% CUF in the billing month; $CRF_{Month} = CRF_{Month} @ 100\% CUF_{Month}$ <p>The Capacity Utilization Factor (CUF) for each month is calculated as the ratio of the power plant's actual energy dispatched during that month to its maximum possible energy production at 100% utilization for the same period.</p>												
14	<p>SECTION 16.1.7.2. FINANCIAL PROPOSAL</p>	<p>16.1.1.1 The base prices of the FOM may have local and foreign component that may or may not be indexed to applicable inflation indexations. The bid price offered by the bidder shall be indexed based on the table.</p> <p>Table 6: Reference Market Price and FOREX</p> <table border="1" data-bbox="1143 854 2222 1230"> <thead> <tr> <th>Index</th> <th>Base Value</th> <th>Source</th> </tr> </thead> <tbody> <tr> <td>PH CPI</td> <td>127.4</td> <td>Consumer Price Index (2018 = 100), All Income Households, All Items for June 2025 https://www.bsp.gov.ph/SitePages/Statistics/Prices.aspx?TabId=1</td> </tr> <tr> <td>US CPI</td> <td>322.561</td> <td>Consumer Price Index for All Urban Consumers (CPI-U) (1982-1984 = 100): U.S. City Average All Items, by expenditure category, June 2025 https://www.bls.gov/regions/northeast/data/consumerpriceindex_us_table.htm</td> </tr> <tr> <td>FOREX</td> <td>57.4246</td> <td>Daily Pesos per U.S. Dollar Rate, Monthly Average for March 2025 https://www.bsp.gov.ph/statistics/external/day99_data.aspx</td> </tr> </tbody> </table> <p>The applicable price for the FOM for the billing month shall be calculated as follows:</p>	Index	Base Value	Source	PH CPI	127.4	Consumer Price Index (2018 = 100), All Income Households, All Items for June 2025 https://www.bsp.gov.ph/SitePages/Statistics/Prices.aspx?TabId=1	US CPI	322.561	Consumer Price Index for All Urban Consumers (CPI-U) (1982-1984 = 100): U.S. City Average All Items, by expenditure category, June 2025 https://www.bls.gov/regions/northeast/data/consumerpriceindex_us_table.htm	FOREX	57.4246	Daily Pesos per U.S. Dollar Rate, Monthly Average for March 2025 https://www.bsp.gov.ph/statistics/external/day99_data.aspx
Index	Base Value	Source												
PH CPI	127.4	Consumer Price Index (2018 = 100), All Income Households, All Items for June 2025 https://www.bsp.gov.ph/SitePages/Statistics/Prices.aspx?TabId=1												
US CPI	322.561	Consumer Price Index for All Urban Consumers (CPI-U) (1982-1984 = 100): U.S. City Average All Items, by expenditure category, June 2025 https://www.bls.gov/regions/northeast/data/consumerpriceindex_us_table.htm												
FOREX	57.4246	Daily Pesos per U.S. Dollar Rate, Monthly Average for March 2025 https://www.bsp.gov.ph/statistics/external/day99_data.aspx												



$$FOM_{Month} = \left[K_L^{FOM} \times FOM_L^{CUF} \times \frac{PH\ CPI_{N-1}}{PH\ CPI_{BASE}} \right] + [(1 - K_L^{FOM}) \times FOM_L^{CUF}] \\ + \left\{ \left[K_F^{FOM} \times FOM_F^{CUF} \times \frac{US\ CPI_{N-1}}{US\ CPI_{BASE}} \right] \right. \\ \left. + [(1 - K_F^{FOM}) \times FOM_F^{CUF}] \right\} \times FOREX_{N-1}$$

Where:

- K_L^{FOM} is the indexation parameter in percent (%) with an effective value between zero (0) (for no indexation) to one (1) (for full indexation), for local fixed O&M;
- K_F^{FOM} is the indexation parameter in percent (%) with an effective value between zero (0) (for no indexation) to one (1) (for full indexation), for foreign fixed O&M;
- FOM_L^{CUF} is the value of the local fixed O&M cost component at a given CUF;
- FOM_F^{CUF} is the value of the foreign fixed O&M cost component at a given CUF;
- $PH\ CPI_{Base}$ is the base value of the Philippine CPI (2018=100) of all income households of all items for the reference month **June 2025**, equal to **127.4**, as found in <https://www.bsp.gov.ph/SitePages/Statistics/Prices.aspx?TabId=1>
- $PH\ CPI_{N-1}$ is the value of the Philippine CPI on the month preceding the billing month;
- $US\ CPI_{Base}$ is the average of the US consumer price index for all urban consumers (CPI-new) (1982=100), by expenditure category, for the reference month **June 2025**, equal to **322.561**, published by US bureau of labor statistics, https://www.bls.gov/regions/northeast/data/consumerpriceindex_us_table.htm;
- $US\ CPI_{N-1}$ is the value of the US CPI on the month preceding the billing month;
- $FOREX_{N-1}$ is the value of the monthly average of daily pesos or US dollar rate on the month preceding the billing month published by BSP, https://www.bsp.gov.ph/statistics/external/day99_data.aspx.



<p>15</p>	<p>SECTION 16.1.7.3. FINANCIAL PROPOSAL</p>	<p>16.1.1.3 The base prices of the VOM may have local and foreign component that may or may not be indexed to applicable inflation indexations. The bid price offered by the bidder shall be indexed based on the Table 6: Reference Market Price and FOREX.</p> $VOM_{Month} = \left[K_L^{VOM} \times VOM_L \times \frac{PH\ CPI_{N-1}}{PH\ CPI_{BASE}} \right] + [(1 - K_L^{VOM}) \times VOM_L] + \left\{ \left[K_F^{VOM} \times VOM_F \times \frac{US\ CPI_{N-1}}{US\ CPI_{BASE}} \right] + [(1 - K_F^{VOM}) \times VOM_F] \right\} \times FOREX_{N-1}$ <p>Where:</p> <ul style="list-style-type: none"> • K_L^{VOM} is the indexation parameter in percent (%) with an effective value between zero (0) (for no indexation) to one (1) (for full indexation), for local variable O&M; • K_F^{VOM} is the indexation parameter in percent (%) with an effective value between zero (0) (for no indexation) to one (1) (for full indexation), for foreign variable O&M; • VOM_L is the value of the local variable O&M cost component; • VOM_F is the value of the foreign variable O&M cost component; • $PH\ CPI_{Base}$ is the base value of the Philippine CPI (2018-100) of all income households of all items for the reference month June 2025, equal to 127.4, as found in https://www.bsp.gov.ph/SitePages/Statistics/Prices.aspx?TabId=1 • $PH\ CPI_{N-1}$ is the value of the Philippine CPI on the month preceding the billing month (N-1); • $US\ CPI_{Base}$ is the average of the US consumer price index for all urban consumers (CPI-new) (1982=100), by expenditure category, for the reference month June 2025, equal to 322.561, published by US bureau of labor statistics, https://www.bls.gov/regions/northeast/data/consumerpriceindex_us_table.htm; • $US\ CPI_{N-1}$ is the value of the US CPI on the month preceding the billing month (N-1); • $FOREX_{N-1}$ is the value of the monthly average of daily pesos or US dollar rate on the month preceding the billing month published by BSP, https://www.bsp.gov.ph/statistics/external/day99_data.aspx.
-----------	--	--



<p>16</p>	<p>SECTION 16.1.7.4. FINANCIAL PROPOSAL</p>	<p>16.1.7.2 For evaluation purposes, the Fuel Fee in Php/kWh shall be based on the Bidder's average fuel cost (inclusive of transportation and importation costs) from April 2025 to June 2025.</p> <p>To establish the Fuel Fee for evaluation purposes, the Bidder shall submit either of the following:</p> <ol style="list-style-type: none"> 1. Actual Fuel Cost Data – A breakdown of the actual fuel costs, including transportation and importation fees, in Php/kWh for the period April 2025 to June 2025, supported by official invoices; or 2. Billing Statements – Copies of billing statements issued by the Bidder to at least two (2) regulated off-takers (i.e., excluding contestable market customers and retail electricity suppliers) for the period April 2025 to June 2025, showing the fuel cost charged in Php/kWh. The billing statements must show identical fuel cost, in Php/kWh, charged to each off-taker for the same month (e.g., the cost for April 2025 must be the same for Off-taker A and Off-taker B) <p>For the PSA implementation, the Fuel Fee (FF) will be based on the formula:</p> $FF_{Month} = \text{Actual Fuel Pass Through Cost}$ <p>Bidder shall also specify all other applicable charges incorporated in its payment offers such as, but not limited to, connection facilities, wheeling charges, metering, communication equipment, and government taxes or levies.</p> <p>Bid price shall exclude any penalties and/or discounts to be implemented for the duration of the contract period.</p> <p>Below are the pre-determined inflation factors to be used in the Financial Proposal template for the purpose of financial proposal and evaluation:</p> <p style="text-align: center;">Table 8: Pre-Determined Inflation Factors</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #f2f2f2;"> <th style="width: 20%;">Index</th> <th style="width: 20%;">Inflation Rate</th> <th style="width: 60%;">Source</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Index	Inflation Rate	Source			
Index	Inflation Rate	Source						



			Local Components	4.50%	Consumer Price Index (2018 = 100), All Income Households, All Items for July2021-June2025 https://www.bsp.gov.ph/SitePages/Statistics/Prices.aspx?TabId=1
			Foreign Components	4.91%	Consumer Price Index for All Urban Consumers (CPI-U) (1982-1984 = 100): U.S. City Average All Items, by expenditure category, July2021-June2025 https://www.bls.gov/regions/northeast/data/consumerpriceindex_us_table.htm
			FOREX	57.4246	Daily Pesos per U.S. Dollar Rate, Monthly Average for March 2025, (nearest 12-month average, July2024-June2025, equal to 57.4223) https://www.bsp.gov.ph/statistics/external/day99_data.aspx
17	SECTION 16.2. FINANCIAL PROPOSAL	16.2	<p>For Lot 3, the Bidder's proposed tariff must adhere to the following specifications:</p> <p>a. Single-Tariff Structure: The tariff must be a singular, blended rate inclusive of Capital Recovery Factor (CRF), Fixed Operation & Maintenance (FOM), and Variable Operation & Maintenance.</p> <p>The tariff shall be fixed (i.e., not subject to escalation or any indices) for the whole duration of the contract.</p> <p>Any fuel fee charges will be treated as a pass-through cost, subject to a post-billing verification process. This process will require the submission of additional documentation for validation.</p> <p>For financial evaluation purposes, the Bidder is required to declare the generation mix for its nominated portfolio of plants. If the portfolio includes a Non-Renewable Energy (Non-RE) plant, the Bidder must submit the average fuel cost for the period of April 2025 to June 2025. This cost must be inclusive of all transportation and importation expenses.</p> <p>b. Generation Resource Nomination: The Bidder is required to nominate a specific power plant or a portfolio of plants as the source of supply.</p> <p>c. Renewable Energy Certificates (RECs): The Winning Bidder shall provide Renewable Energy Certificates (RECs) equivalent to the energy delivered to NONECO for Lot 3. The cost of RECs must be embedded within the single tariff and shall not incur any additional charges.</p>		

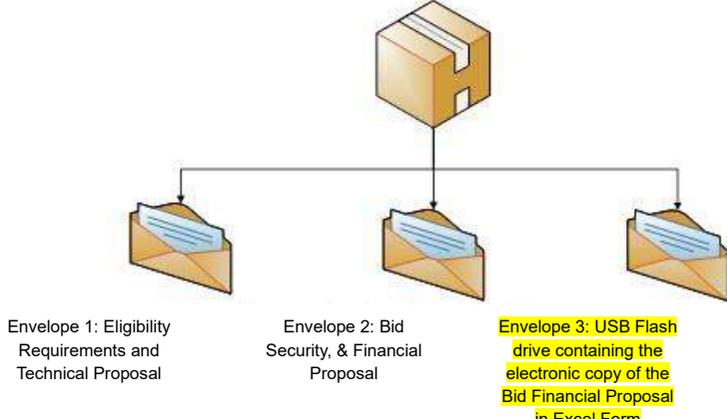


		<p>d. Value-Added Tax (VAT) and Generation Mix: In the event of a VAT applicability, the Bidder must declare the generation mix, specifically detailing the portion attributed to non-renewable sources within the nominated plant portfolio.</p>
18	SECTION 16.8. FINANCIAL PROPOSAL	<p>16.8 Bidders must provide a Line Rental cap in (Php/kWh), which will be used during evaluation based on the NONECO Market Trading Node (06CADIZL_T1L1, 06CADIZL_T1L2, and 06CADIZL_T1L3). NONECO shall pay the line rental cap or the actual, whichever is lower. The Line rental cap shall not be considered for the Financial Evaluation.</p> <p>If the actual line rental cost exceeds the bidder's proposed line rental cap, the excess amount will be subject to financial evaluation and settlement. The bidder will then be responsible for reimbursing NONECO for the difference.</p>
19	SECTION 17.3. TECHNICAL PROPOSAL	<p>17.1.1 Bidder must have a power plant connected to the Philippine Grids. The bidder shall submit a single line diagram showing the interconnection of its declared power plant to the grid.</p> <p>17.1.2 For the purpose of Technical Proposal evaluation, the Bidder must submit the following documents to be included in the Section 17.2.</p> <p>For Lot 1:</p> <ol style="list-style-type: none"> 1. A sworn certification stating that the nominated Power Plant has the following: <ol style="list-style-type: none"> a. Plant Power Factor (PPF) have at least 80%; and b. Enough capacity for the contracting. <p>For Lot 2:</p> <ol style="list-style-type: none"> 1. A sworn certification stating that nominated Power Plant has the following: <ol style="list-style-type: none"> a. Plant Power Factor (PPF) have at least 20% to 30%; b. With a Ramping rate of 5 MW/min (attach COC/PAO as proof); c. Can start-up of at least 3x a day;



		<p>d. Has a synchronization capability to the Grid of 30-90mins; and e. Plant Availability Factor of 95% (attach 2024 GCMR as proof).</p> <p>For Lot 3:</p> <ol style="list-style-type: none"> 1. Renewable Energy Service and/or Operating Contracts, as applicable; 2. Certificate of Registration with attached Terms and Conditions issued by the DTI – Board of Investments (BOI), if applicable; and 3. Certificate of Confirmation of Commerciality issued by the DOE or COC/PAO showing that RE plant has been in commercial operations after RA 9513 (RE Act). <p>During post-qualification, NONECO BAC may require a capability test of the bidder's plant to verify compliance with the foregoing.</p>					
20	SECTION 21.1 Sealing and Marking of Bids	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="padding: 10px;">Name of Bidder Address of Bidder</td> </tr> <tr> <td style="padding: 10px;">The BIDS AND AWARDS COMMITTEE (BAC) Northern Negros Electric Cooperative, Inc. (NONECO)</td> </tr> <tr> <td style="padding: 10px;">“COMPETITIVE SELECTION PROCESS (CSP) FOR THE SUPPLY OF 20MW BASELOAD AND/OR 5MW PEAKING AND/OR 7MW RPS OF NONECO TO SUPPLY POWER FOR 2026-2035”</td> </tr> <tr> <td style="padding: 10px;">NONECO Main Office, Brgy. Tortosa, Manapla, Negros Occidental</td> </tr> <tr> <td style="padding: 10px;">WARNING: DO NOT OPEN BEFORE 10:00AM OF AUGUST 28, 2025</td> </tr> </table>	Name of Bidder Address of Bidder	The BIDS AND AWARDS COMMITTEE (BAC) Northern Negros Electric Cooperative, Inc. (NONECO)	“COMPETITIVE SELECTION PROCESS (CSP) FOR THE SUPPLY OF 20MW BASELOAD AND/OR 5MW PEAKING AND/OR 7MW RPS OF NONECO TO SUPPLY POWER FOR 2026-2035”	NONECO Main Office, Brgy. Tortosa, Manapla, Negros Occidental	WARNING: DO NOT OPEN BEFORE 10:00AM OF AUGUST 28, 2025
Name of Bidder Address of Bidder							
The BIDS AND AWARDS COMMITTEE (BAC) Northern Negros Electric Cooperative, Inc. (NONECO)							
“COMPETITIVE SELECTION PROCESS (CSP) FOR THE SUPPLY OF 20MW BASELOAD AND/OR 5MW PEAKING AND/OR 7MW RPS OF NONECO TO SUPPLY POWER FOR 2026-2035”							
NONECO Main Office, Brgy. Tortosa, Manapla, Negros Occidental							
WARNING: DO NOT OPEN BEFORE 10:00AM OF AUGUST 28, 2025							



<p>21</p>	<p>SECTION 21.2 Sealing and Marking of Bids</p>	<p>Envelope 1: Eligibility Requirements and Technical Proposal Envelope 2: Bid Security and Financial Proposal Envelope 3: USB Flash drive containing the electronic copy of the Bid Financial Proposal in Excel Form</p> 
<p>22</p>	<p>SECTION 22 Deadline for Submission of Bids</p>	<p>22.1 Bids must be received by NONECO BAC on or before 09:00 AM (Philippine Standard Time) of August 28, 2025, at Nature’s Village Resort, Talisay Highway, Talisay City, Negros Occidental, Philippines. The Bid is considered received by the BAC the moment it is dropped into the Bid submission drop area per Lot. Any Bid submitted thereafter shall be declared “Late” and shall not be accepted by NONECO BAC.</p> <p>22.2 The BAC and the Bidders shall synchronize their time pieces with the Philippine Standard Time (as provided for in RA 10535 or the Philippine Standard Time Act of 2013. Please refer to https://oras.pagasa.dost.gov.ph/widget.shtml) of the exact time schedule of Bid Submission and Opening. The Philippine Standard Time shall be displayed prominently on the venue hall for Bid Submission on the Bid Submission date.</p>
<p>23</p>	<p>SECTION 24 Opening of Bids</p>	<p>24.1 NONECO BAC shall open the Bids in public at 10:00 AM of August 28, 2025 for Lot 1, and August 29, 2025 for Lot 2 and 3, at the Nature’s Village Resort, Talisay Highway, Talisay City, Negros Occidental, Philippines. In case the Bids cannot be opened as scheduled due to justifiable reasons, NONECO BAC shall take custody of the Bids submitted and reschedule the</p>



		opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted at the websites of NONECO, NEA, and DOE.									
24	SECTION 26 Evaluation of Financial Proposal	26.7 In-case of tied bids, "Additional Services" (e.g. PPD, other discounts, CSR, technical supports, or institutional supports) will be considered in the determination of the winning bidder.									
25	SECTION 27 Evaluation Methodology	<p>24.2 Base Price</p> <p>The Base Price shall have the following components:</p> <ul style="list-style-type: none"> a. Capital Recovery Fee (CRF). b. Fixed Operation & Maintenance (FOM) <ul style="list-style-type: none"> • FOM_F = Foreign FOM • FOM_L = Local FOM c. Variable Operation & Maintenance (VOM) <ul style="list-style-type: none"> • VOM_F = Foreign VOM • VOM_L = Local VOM d. Fuel Fee (FF) <p>24.3 Indexation Rate</p> <p>For purposes of evaluating the bid, the indices and inflation as provided in table, shall be used to inflate the base price offer by the bidder.</p> <p style="text-align: right;">Table 9: Pre-Determined Inflation Factors</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e6e6fa;"> <th style="text-align: center;">Index</th> <th style="text-align: center;">Inflation Rate</th> <th style="text-align: center;">Source</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Local Components</td> <td style="text-align: center;">4.50%</td> <td>Consumer Price Index (2018 = 100), All Income Households, All Items for July2021-June2025 https://www.bsp.gov.ph/SitePages/Statistics/Prices.aspx?TabId=1</td> </tr> <tr> <td style="text-align: center;">Foreign Components</td> <td style="text-align: center;">4.91%</td> <td>Consumer Price Index for All Urban Consumers (CPI-U) (1982-1984 = 100): U.S. City Average All Items, by expenditure category, July2021-June2025</td> </tr> </tbody> </table>	Index	Inflation Rate	Source	Local Components	4.50%	Consumer Price Index (2018 = 100), All Income Households, All Items for July2021-June2025 https://www.bsp.gov.ph/SitePages/Statistics/Prices.aspx?TabId=1	Foreign Components	4.91%	Consumer Price Index for All Urban Consumers (CPI-U) (1982-1984 = 100): U.S. City Average All Items, by expenditure category, July2021-June2025
Index	Inflation Rate	Source									
Local Components	4.50%	Consumer Price Index (2018 = 100), All Income Households, All Items for July2021-June2025 https://www.bsp.gov.ph/SitePages/Statistics/Prices.aspx?TabId=1									
Foreign Components	4.91%	Consumer Price Index for All Urban Consumers (CPI-U) (1982-1984 = 100): U.S. City Average All Items, by expenditure category, July2021-June2025									



			<table border="1"> <tr> <td>FOREX</td> <td>57.4246</td> <td> https://www.bls.gov/regions/northeast/data/consumerpriceindex_us_table.htm Daily Pesos per U.S. Dollar Rate, Monthly Average for June 2025, (nearest 12-month average, July2024-June2025, equal to 57.4223) https://www.bsp.gov.ph/statistics/external/day99_data.aspx </td> </tr> </table>	FOREX	57.4246	https://www.bls.gov/regions/northeast/data/consumerpriceindex_us_table.htm Daily Pesos per U.S. Dollar Rate, Monthly Average for June 2025, (nearest 12-month average, July2024-June2025, equal to 57.4223) https://www.bsp.gov.ph/statistics/external/day99_data.aspx
FOREX	57.4246	https://www.bls.gov/regions/northeast/data/consumerpriceindex_us_table.htm Daily Pesos per U.S. Dollar Rate, Monthly Average for June 2025, (nearest 12-month average, July2024-June2025, equal to 57.4223) https://www.bsp.gov.ph/statistics/external/day99_data.aspx				
26	SECTION 27.6 Present Value of Generation Cost	<p>The present worth of the generation cost is equal to generation cost for the year divided by one plus discount rate, raised to power of present year minus base year.</p> $Present\ Value,\ Generation\ Cost\ (PhP)_{year} = \frac{Generation\ Cost\ (PhP)_{year}}{(1 + Discount\ Rate, \%)^{(Current\ Year - Base\ Year)}}$ <p>The discount rate will be 4.50%.</p>				
27	SECTION 27.7 Levelized Price	<p>Levelized price is equal to the summation of the present worth of the generation cost divided by the present worth of the annual energy for the whole duration of the contract.</p> $Levelized\ Cost\ of\ Energy\ (LCOE) = \frac{Present\ Value,\ Generation\ Cost\ (PhP)}{Present\ Value,\ Annual\ Energy\ (kWh)}$ $Present\ Value,\ Annual\ Energy\ (kWh)_{year} = \frac{Annual\ Energy\ (kWh)_{year}}{(1 + Discount\ Rate, \%)^{(Current\ Year - Base\ Year)}}$				
28	SECTION 27.8 Marginal Bid Offer	<p>27.8 Marginal Bid Offer for Lot 1</p> <p>If the resulting stack of Offered Capacities goes beyond the required Contracted Capacity, the Bidder that fills up the last stack (the “Marginal Bid Offer”) shall have its Offered Capacity reduced accordingly up to the extent of the required Contracted Capacity at its proposed tariff.</p>				



		<p>A Bidder with the Marginal Bid Offer which refuses to accept the reduction of its Offered Capacity up to the extent of the required Contracted Capacity at its proposed tariff shall have a portion of its Bid Security forfeited in favor of NONECO. The forfeited portion of the Bidder's Bid Security shall be equivalent to the percentage difference between the Bidder's Marginal Bid Offer and the required Contracted Capacity that needs to be filled (which the Bidder refused) relative to the Bidder's Offered Capacity. For example, if the Bidder's Marginal Bid Offer is 20MW but only 5MW is needed to fill the required Contracted Capacity, and the Bidder refuses to reduce its Offered Capacity to 5MW at the proposed tariff, then: (i) the Bidder's entire Bid Security shall be drawn; (ii) NONECO shall retain 25% percent equivalent of its value; and (iii) return the remaining balance to the Bidder. In this example, if the Bidder refused to accept a reduction of 25% of its Offered Contract Capacity, then 25% of its Bid Security would be forfeited</p> <p>In the event a Bidder with the LCB fails in the post-qualification, the Bidder with the next LCB shall be subjected to post-qualification, subject to any reduction of its Offered Contract Capacity, if necessary, should it be the Marginal Bid Offer. This process shall be repeated until the Bidder with the LCRB is determined.</p>
29	SECTION 27.10 WESM Price	<p>For evaluation of Proposals with Allowed Outages, the Genco Price will be substituted with a WESM Price that shall be applied to the total energy that will not be delivered by the Genco due to the outages. The inflated WESM Price in a given Year (2026 to 2035) shall be calculated as follows:</p> $WESM Price_{Year} = WESM Price_{2024} \times (1 + ir)^{Current Year - Base Year}$ <p>Where,</p> <p><i>WESM Price_{Year}</i> – Inflated WESM Price for a given Year (2026 to 2035) <i>WESM Price_{July 2024–June 2025}</i> = PHP 8.1778/kWh (Average WESM Price during GENCO's outages)</p>



30	SECTION 29 Tied Bids	29.1. In case of tied Bids, that is, if multiple Bidders have the same calculated Long-Term Levelized Price, the Bids shall be evaluated using the effective rate if the discount as provided by the Bidder is applied. And, in case there is still, a tie after the evaluation of the financial proposals of eligible Bidders, each of the bidders will be given a period of five (5) calendar days to submit a better offer. The new financial proposal shall undergo the same process of evaluation detailed in Section 26 and 27.
31	SECTION 31 Post Qualification	31.4 For documents submitted by the bidder that have been redacted due to data privacy regulations, the Lowest Calculated Bidder (LCB) must ensure the complete, unredacted versions are available for post-qualification review and verification.
32	SECTION 40 Failure of Bidding	40.2 The bidding process shall not be deemed a failure if the total Contract Capacity for this Transaction is not fully met for Lot 1.

Approved By : NONECO BAC

ROEL F. SALGADO, REE
NONECO BAC, CHAIRMAN

07 August 2025