

REPUBLIC OF THE PHILIPPINES  
**ENERGY REGULATORY COMMISSION**  
Pasig City

IN THE MATTER OF THE  
APPLICATION FOR APPROVAL  
OF THE POWER SUPPLY  
AGREEMENT BETWEEN  
NORTHERN NEGROS ELECTRIC  
COOPERATIVE, INC. AND  
GNPOWER MARIVELES  
ENERGY CENTER LTD. CO.,  
WITH PRAYERS FOR  
CONFIDENTIAL TREATMENT  
OF INFORMATION AND  
PROVISIONAL AUTHORITY,

ERC Case No. [2026-024](#) RC

[February 19, 2026](#)

NORTHERN NEGROS ELECTRIC  
COOPERATIVE, INC.  
(NONECO) and GNPOWER  
MARIVELES ENERGY CENTER  
LTD. CO. (GMEC),  
*Applicants.*

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**JOINT APPLICATION FOR APPROVAL  
OF POWER SUPPLY AGREEMENT  
(with Prayers for Provisional Authority and  
Confidential Treatment of Information)**

Applicants Northern Negros Electric Cooperative, Inc. ("**NONECO**") and GNPower Mariveles Energy Center Ltd. Co. ("**GMEC**"; collectively, the "**Applicants**"), by their respective counsels, respectfully state:

**The Nature of the Application**

1. The Applicants are filing this Application pursuant to Rule 20(B.1), Rule 4, Section 1, and Rule 14, Section 1 of

the *Revised Rules of Practice and Procedure of the Energy Regulatory Commission* (the "**ERC Rules**") to ask this Honorable Commission to approve their *Power Supply Agreement* dated January 22, 2026 (the "**PSA**"). A copy of the PSA and its executive summary are attached as **Annexes A** and **Y**, respectively.

### **The Parties**

2. GMEC is a generation company ("**GenCo**") duly organized as a limited partnership under and by virtue of the laws of the Republic of the Philippines, with principal office address at Barangay Alas-asin, Mariveles, Bataan. GMEC owns and operates a coal-fired power plant with a dependable capacity of 632 megawatts ("**MW**") which it uses to supply power to its customers.

3. NONECO is an electric cooperative duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Brgy. Tortosa, Manapla, Negros Occidental. It is the distribution utility ("**DU**") which serves the cities of Cadiz, Escalante, Sagay, San Carlos, and Victorias, and the municipalities of Calatrava, E.B. Magalona, Manapla and Toboso, all in the Province of Negros Occidental.

4. The Applicants may be served with notices, orders, and processes of the Honorable Commission through their respective counsels at the addresses indicated below.

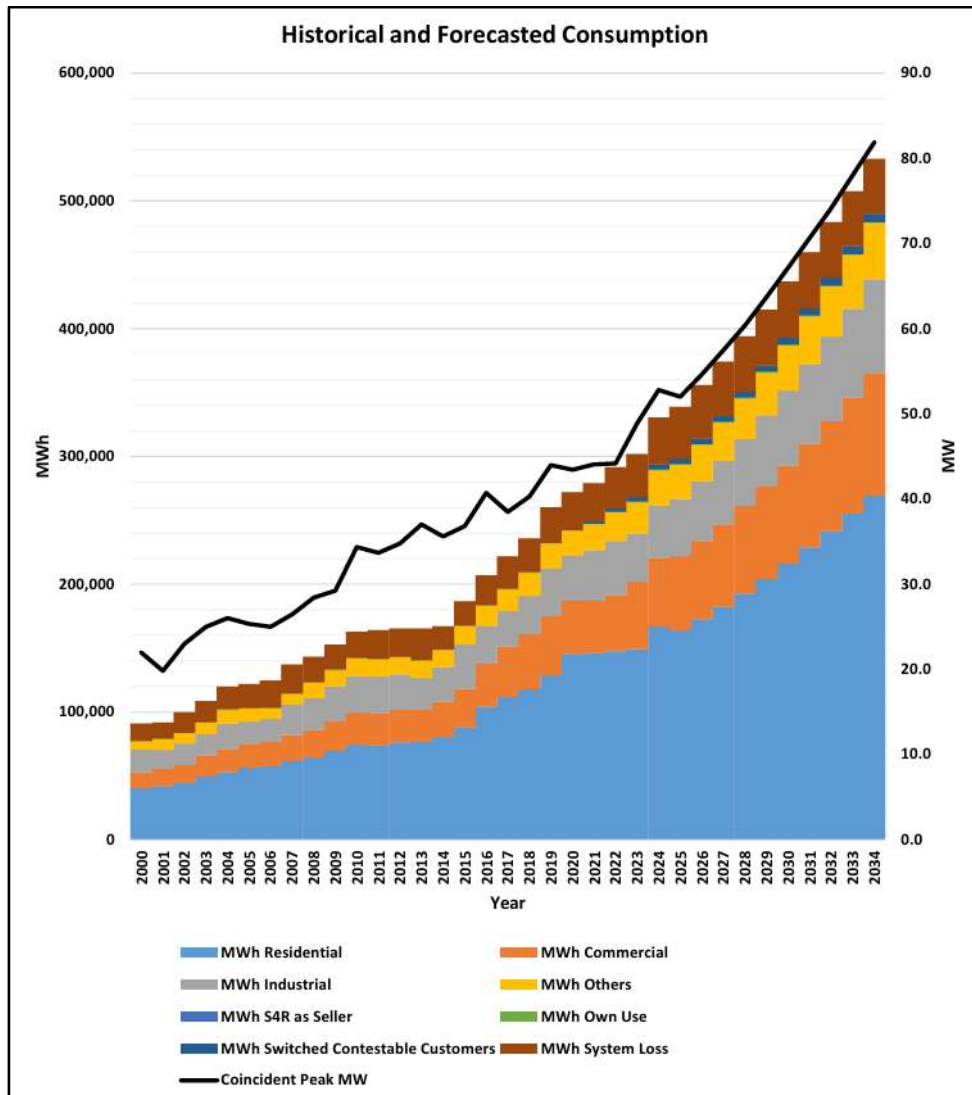
### **Statement of Facts**

5. Under Section 23 of Republic Act No. 9136, otherwise known as the *Electric Power Industry Reform Act* or "**EPIRA**", DUs such as NONECO "*have the obligation to supply electricity in the least cost manner to [their] captive market[s], subject to the collection of retail rate[s] duly approved by the ERC.*"<sup>1</sup>

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<sup>1</sup> *Text in brackets supplied.*

6. Based on its *Supply-Demand Scenario* for the years 2015 to 2036, NONECO expects the peak demand within its franchise area to rise from 55.91 MW to 90.60 MW between 2026 and 2036. As of December 2025, NONECO has a deficit of 20.92 MW in its portfolio. A copy of NONECO's Supply-Demand Scenario is attached as **Annex G**.



**Figure 1.** NONECO's historical and forecasted consumption data.<sup>2</sup>

7. Thus, pursuant to Section 23 of the EPIRA, its *Distribution Development Plan 2025* ("**2025 DDP**"), and its *Power Supply Procurement Plan 2025* ("**2025 PSPP**"), NONECO conducted a competitive selection process ("**CSP**") for the supply of 20 MW baseload capacity for a period of ten (10) years. Copies of NONECO's 2025 DDP and 2025 PSPP are attached as **Annexes H** and **I** respectively.

<sup>2</sup> See DDP (**Annex H**), p. 14.

8. On June 25 and July 2, 2025, NONECO published the Invitation to Bid (the "**ITB**") in the Philippine Star and Visayan Daily Star. On June 25, 2025, NONECO also caused the posting of the ITB on its website and social media page and on the National Electrification Administration's ("**NEA's**") website. A copy of the ITB is attached as **Annex II**.

9. From June 27 to August 7, 2025, NONECO made available the bidding documents, including the Instructions to Bidders. A copy of the Instructions to Bidders is attached as **Annex JJ**.

10. NONECO held pre-bid conferences on July 17 and 24, 2025 and issued bid bulletins from July 9 to August 20, 2025. On August 7, 2025, it issued the Final Instructions to Bidders.

11. On August 28, 2025, the following GenCos submitted bids:

11.1. GMEC;

11.2. FDC Misamis Power Corporation;

11.3. GNPower Kauswagan Ltd. Co.;

11.4. Palm Concepcion Power Corporation;

11.5. Panay Energy Development Corporation;  
and

11.6. Sual Power Inc., (collectively, the "**Bidders**").

Copies of the bids submitted by the Bidders are attached as **Annex KK-Series**.

12. On August 28, 2025, NONECO opened the bids and determined that all of the Bidders had passed the (a) Eligibility

Requirements and Technical Proposal, and (b) Bid Security and Financial Proposal.

13. After careful consideration of the submitted bids, NONECO determined GMEC's bid to be the most advantageous for its captive market.

14. Thus, on September 29, 2025, NONECO's Bids and Awards Committee ("**BAC**") issued Resolution No. 1, Series of 2025 ("**Resolution No. 1**") declaring GMEC's bid as the Lowest Calculated Responsive Bid ("**LCRB**") and recommending to the Board of Directors that GMEC be awarded a PSA. A copy of BAC Resolution No. 1 is attached as **Annex LL**.

15. On October 7, 2025, NONECO's Board of Directors issued Resolution No. 168, Series of 2025 ("**Resolution No. 168**") adopting BAC Resolution No. 1 and requesting NEA to issue a Notice of Award in favor of GMEC. A copy of Resolution No. 168 is attached as **Annex MM**.

16. In a letter dated November 13, 2025, NEA informed NONECO that it "*poses no objection*" to the awarding of the PSA to GMEC.

17. Thus, NEA issued a *Notice of Award* to GMEC dated November 18, 2025 (the "**Notice of Award**") declaring that it had submitted the LCRB. In a letter dated November 18, 2025, NONECO informed GMEC of the issuance of the Notice of Award and the following information pertinent to the CSP:

<b>Item</b>	<b>Detail</b>
Winning Bidder	GMEC
Procurement Type	Baseload PSA – Physical
Contracted Capacity	20 MW
Contract Term	10 Years
Contract Commencement	December 26, 2025, or the 26 <sup>th</sup> day of the calendar month immediately following the month in which the Energy Regulatory Commission

Item	Detail
	("ERC") issues a Provisional Authority or Interim Relief, as applicable, or Final Authority, if neither Provisional Authority or Interim Relief was issued.
Winning Generation Charge	PhP 4.7001/kWh (Levelized Cost of Electricity – LCOE)
BAC Resolution No. (Award)	BAC Resolution No. 1, Series of 2025
NEA Endorsement for CSP Posting	NEA Certificate of Conformity (COC) No. NEA-RAO-COC-2025-07 dated 10 June 2025, with Notice to Commence from NEA dated 10 June 2025

Copies of the Notice of Award and NONECO's November 18, 2025 letter are attached as **Annexes NN** and **OO**, respectively.

### **The Salient Features of the PSA**

18. The duly executed PSA contains the following salient provisions:

18.1. **Contracted Capacity.** The contracted capacity under the PSA is 20 MW.<sup>3</sup>

18.2. **Term.** Supply under the PSA shall commence on the Delivery Date, which shall be the later of (a) December 26, 2025, or (b) the 26<sup>th</sup> day of the calendar month immediately following the month in which the ERC issues a Provisional Authority ("**PA**") or Interim Relief ("**IR**"), as applicable, or Final Authority if no PA or IR is issued.<sup>4</sup> The PSA shall remain in effect for ten (10) years from the Delivery Date, unless sooner terminated in accordance with the PSA and upon approval by the ERC.<sup>5</sup>

<sup>3</sup> See PSA (**Annex A**), Section 3.1.

<sup>4</sup> See PSA (**Annex A**), Section 3.3.

<sup>5</sup> See PSA (**Annex A**), Section 3.1.

18.3. **Outages And Replacement Power.** GMEC does not have scheduled or unscheduled outage allowances under the PSA. In case of an outage, GMEC has the obligation to procure Replacement Power (“**RP**”);<sup>6</sup> otherwise, NONECO is allowed to source RP at GMEC’s expense.<sup>7</sup> The rate for RP shall be whichever is lower between (a) the actual price of RP; or (b) the ERC-approved rate under the PSA.<sup>8</sup> GMEC is not required to procure RP when its failure to supply is due to force majeure.<sup>9</sup>

18.4. **Contract Capacity and Contract Energy.**<sup>10</sup>

Billing Month	Hours	Contract Capacity (kW)	Contract Energy (kWh)	Minimum Contract Energy (kWh)
January	24	20,000	14,880,000.00	14,880,000.00
February	24	20,000	14,880,000.00	14,880,000.00
March	24	20,000	13,440,000.00	13,440,000.00
April	24	20,000	14,880,000.00	14,880,000.00
May	24	20,000	14,400,000.00	14,400,000.00
June	24	20,000	14,880,000.00	14,880,000.00
July	24	20,000	14,400,000.00	14,400,000.00
August	24	20,000	14,880,000.00	14,880,000.00
September	24	20,000	14,880,000.00	14,880,000.00
October	24	20,000	14,400,000.00	14,400,000.00
November	24	20,000	14,880,000.00	14,880,000.00
December	24	20,000	14,400,000.00	14,400,000.00

Note: During leap years, the Contract Energy for the March Billing Period shall be 13,920,000 kWh.

18.5. **Base Rates.**<sup>11</sup>

No.	Price Component	Variable Name	Unit	Price
1	Capital Recovery Cost	CRF	PhP/kWh	1.5943
2	Fixed O&M	FOM	PhP/kWh	0.7229
3	Variable O&M	VOM	PhP/kWh	0.0000
4	Fuel	Fuel	PhP/kWh	2.3180

<sup>6</sup> See PSA (**Annex A**), Section 7.7.1.

<sup>7</sup> See PSA (**Annex A**), Section 7.7.2.

<sup>8</sup> See PSA (**Annex A**), Section 7.7.4.

<sup>9</sup> See PSA (**Annex A**), Section 7.7.5.

<sup>10</sup> See PSA (**Annex A**), Schedule 2.

<sup>11</sup> See PSA Executive Summary (**Annex Z**), p. 2.

## 18.6. **Electricity Fees, Indexation, and Adjustment.**<sup>12</sup>

$$\text{Electricity Fees} = A + B + C + D + E$$

### Capital Recovery Fee (CRF)

$$CRF_{PHP} = CRF \times TED \times Adj$$

Where:

$$CRF = 1.5943 \text{ PhP/kWh}$$

TED = Total Energy Delivered or Contract Energy as indicated in Schedule 2, whichever is higher.

Adj =

$$\sum_{j=1}^n \sum_{i=1}^{int} \frac{ACC_{ij}}{CC \times Int \times n}$$

Where:

ACC<sub>ij</sub> = Contracted Capacity less affected capacity due to Force Majeure for interval *i* and day *j* within the Billing period *n*

Int = The number of Trading Intervals per day

n = The number of days for the current Billing Period

### Fixed Operation and Maintenance Fee (FOM)

$$FOM_{PHP} = FOM \times TED \times Adj$$

Where:

$$FOM = 0.7229 \text{ PhP/kWh}$$

TED = as previously defined.

Adj = as previously defined.

### Variable Operation and Maintenance Fee (VOM)

<sup>12</sup> See PSA (**Annex A**), Schedule 7.

$$VOM_{PHP} = 0.0000$$

Fuel Fee (FF)

$$FF_{PHP} = FF \times TED$$

Where:

FF = Fuel Fee shall be a pass-through component of the price

TED = as previously defined.

Taxes and Other Charges

E = all existing and future taxes, fees and imposts (including increases, or adjustments thereon and increases, or adjustments on existing taxes, fees and imposts), such as but not limited to real property taxes, excise taxes, market fees, Benefits to Host Communities/Beneficiaries, and other future charges imposed on the Power Plant for the generation of electricity, in Philippine Pesos.

**NONECO's Supply-Demand Scenario  
and Rate Impact Analysis**

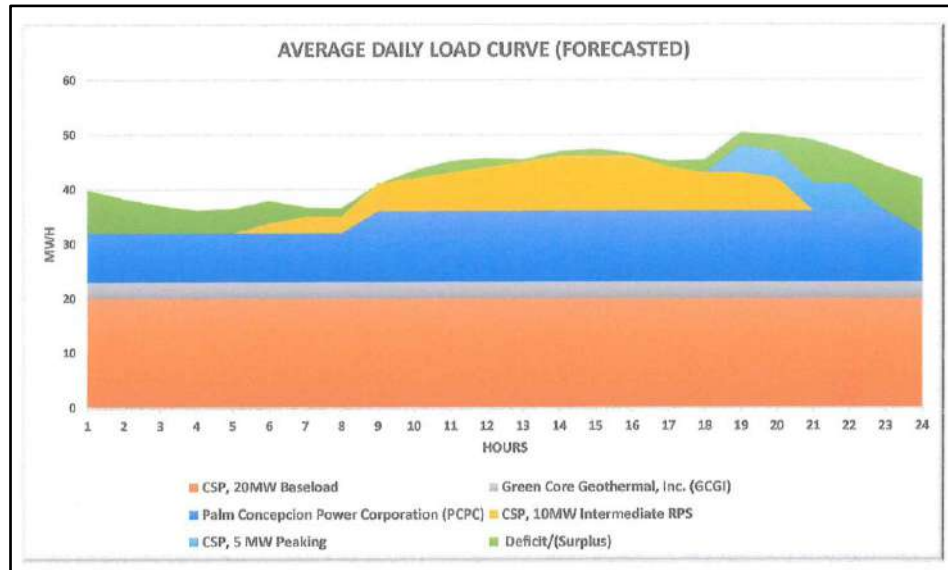
19. As mentioned above, NONECO currently has a deficit of 20.92 MW in its supply portfolio. Nevertheless, even if the PSA is implemented, NONECO foresees that its deficit will gradually increase per year from 4.56 MW up to 34.05 MW between 2026 and 2036. Thus, NONECO needs stable and reliable sources of power to insulate its Member-Consumer-Owners ("**MCOs**") from the volatile prices of the Wholesale Electricity Spot Market ("**WESM**").

20. Based on NONECO's one (1)-year simulation, the PSA's implementation will decrease NONECO's Blended Generation Rate by PhP2.0486/kWh as shown below:

I. SCENARIO 1: WITHOUT NONECO-GMEC, 20 MW BASELOAD						
Power Supplier	Forecasted Quantity (kWh)	Amount (PhP)	Percent Share (%)	Resulting Capacity Utilization Factor	2025 Average Rate (PhP/kWh)	Weighted Average Rate (PhP/kWh)
GREEN CORE GOETHERMAL, INC. (GCGI)	26,280,000.00	173,610,936.00	7.59%	100%	6.6062	0.5012
PALM CONCEPCION POWER CORPORATION (PCPC)	92,856,000.00	814,309,977.60	26.81%	100%	8.7696	2.3509
WHOLESALE ELECTRICITY SPOT MARKET (WESM)	227,238,909.13	2,040,458,387.97	65.60%		8.9794	5.8909
<b>TOTAL</b>	<b>346,374,909.13</b>	<b>3,028,379,301.57</b>	<b>100%</b>			<b>8.7431</b>
II. SCENARIO 2: WITH NONECO-GMEC, 20 MW BASELOAD						
Power Supplier	Forecasted Quantity (kWh)	Amount (PhP)	Percent Share (%)	Resulting Capacity Utilization Factor	2025 Average Rate (PhP/kWh)	Weighted Average Rate (PhP/kWh)
GNPOWER MARIVELES ENERGY CORPORATION LT. CO. (GMEC)	175,200,000.00	909,533,280.00	50.58%	100%	5.1914	2.6259
GREEN CORE GOETHERMAL, INC. (GCGI)	26,280,000.00	173,610,936.00	7.59%	100%	6.6062	0.5012
PALM CONCEPCION POWER CORPORATION (PCPC)	92,856,000.00	814,309,977.60	26.81%	80%	8.7696	2.3509
WHOLESALE ELECTRICITY SPOT MARKET (WESM)	52,038,909.13	421,327,615.75	15.02%		8.0964	1.2164
<b>TOTAL</b>	<b>346,374,909.13</b>	<b>2,318,781,809.35</b>	<b>100%</b>			<b>6.6944</b>
Note: There is a decrease of in Weighted Average Rate of 2.0486 PhP/kWh.						<b>2.0486</b>
<b>Generation Rate Impact (PhP/kWh)</b>						

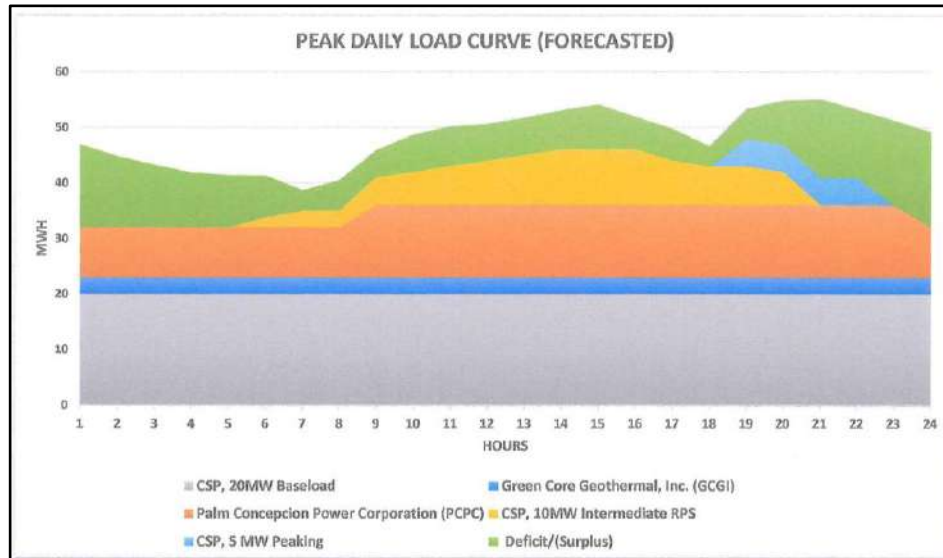
A copy of NONECO’s Rate Impact Analysis is attached as **Annex M**.

21. The implementation of the PSA is vital to ensuring that NONECO’s baseload requirements are met. NONECO’s forecasted average and peak daily load curves are as follows:



**Figure 2.** NONECO’s forecasted average daily load curve.<sup>13</sup>

<sup>13</sup> See Supply-Demand Scenario (**Annex G**), pp. 36 and 40.



**Figure 3.** NONECO's forecasted peak daily load curve.<sup>14</sup>

22. In support of this Joint Application, copies of the following documents are attached as annexes:

Description of Document	Annex
The PSA	<b>A</b>
<b>NONECO's Annexes</b>	
<i>Business Registration</i> dated May 5, 2025	<b>B</b>
<i>Board Resolution No. 162, Series of 2025</i> dated September 12, 2025	<b>C</b>
<i>Secretary's Certificate</i> dated November 6, 2025	<b>D</b>
<i>NONECO Power-Up Efficiency</i> (Demand Side Management Program)	<b>E</b>
<i>Certificate of Non-Applicability</i> dated November 21, 2025	<b>F</b>
Supply-Demand Scenario (pdf version)	<b>G</b>
Supply-Demand Scenario (excel version)	
2025 DDP	<b>H</b>
2025 PSPP	<b>I</b>
Single Line Diagram	<b>J</b>
Reliability Assessment (2020 to 2025)	<b>K</b>
Potential Demand Reduction	<b>L</b>

<sup>14</sup> See Supply-Demand Scenario (**Annex G**), pp. 36 and 39.

<b>Description of Document</b>	<b>Annex</b>
Rate Impact Analysis (pdf version)	<b>M</b>
Rate Impact Analysis (excel version)	
WESM Registration Information of NONECO	<b>N</b>
<b><i>GMEC's Annexes</i></b>	
<i>Certificate</i> dated January 21, 2025 (Certification on Information Sheet)	<b>O</b>
<i>Certificate</i> dated January 21, 2025 (Ownership Structure)	<b>P</b>
<i>Amended Articles of Partnership</i> dated January 28, 2022	<b>Q</b>
<i>GMEC Certification of Partnership Agreement</i>	<b>R</b>
<i>Board of Investments Certificate of Registration No. 2006-140</i> dated November 15, 2006	<b>S</b>
<i>Amended Environmental Compliance Certificate No. ECC-CO-0606-011-4021</i> dated August 30, 2018	<b>T</b>
<i>Certificate of Compliance No. 25-11-M-00282L</i> dated November 24, 2025 issued by this Honorable Commission	<b>U</b>
<i>Amended Certificate of Endorsement DOE-EPIMB-ERC No. 2021-09-188</i> dated September 1, 2021	<b>V</b>
GMEC's Write-Up on the Non-Applicability*	<b>W</b>
<i>Decision</i> dated April 12, 2010 (Approving GMEC's Point-to-Point Application)	<b>X</b>
Executive Summary of the PSA	<b>Y</b>
GMEC Bank Certifications*	<b>Z-Series</b>
Sample power bill computation	<b>AA</b>
GMEC Coal Supply Agreement*	<b>BB</b>
Explanation on the Fuel Procurement Process*	<b>CC</b>
Write-up on Relevant Technical and Economic Characteristics of the Generation Capacity	<b>DD</b>
2024 Audited Financial Statements of GMEC	<b>EE</b>
Certification regarding the Net Heat Rate of GMEC*	<b>FF</b>
Simulation of the number of operating units necessary to meet the Minimum Energy Off-Take	<b>GG</b>

<b>Description of Document</b>	<b>Annex</b>
WESM Registration Information of GMEC	<b>HH</b>
<b><i>CSP Documents</i></b>	
The ITB	<b>II</b>
The Instructions to Bidders	<b>JJ</b>
Submitted Bids*	<b>KK-Series</b>
NONECO BAC Resolution No. 1	<b>LL</b>
NONECO Board Resolution No. 168	<b>MM</b>
The Notice of Award	<b>NN</b>
NONECO's November 18, 2025 letter	<b>OO</b>

\* *Subject of the Motion for Confidential Treatment of Information.*

### **ALLEGATIONS IN SUPPORT OF THE PRAYER FOR CONFIDENTIAL TREATMENT OF INFORMATION**

23. Section 1, Rule 4 of the ERC Rules provides that a party to any proceeding before this Honorable Commission may request that documents and/or information in this Honorable Commission's possession be treated as confidential and not be disclosed.

24. In line with this, the Applicants pray that **Annex KK-Series** (*i.e.*, the Submitted Bids) be treated with confidentiality because these documents contain the breakdown of generation cost of each Bidder.

25. According to this Honorable Commission's *Matrix of Confidential and Non-Confidential Information* dated October 16, 2024 ("**Matrix**"), documents which contain *computation and calculation for rate determination/cost components*,<sup>15</sup> and those which reflect *business/management strategy*<sup>16</sup> warrants confidential treatment because these documents contain proprietary value which constitute trade secrets.

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<sup>15</sup> See Matrix, (A)(5).

<sup>16</sup> See Matrix, (A)(7).

26. The Submitted Bids contain financial proposal of each Bidder. These documents were examined in order to determine the reasonableness of the proposed pricing to be offered to NONECO. The data and information contained in these documents is part of the processes and formula used in arriving at the competitive rates developed for NONECO. Thus, if these documents will be accessed by the Bidders' competitors, it will surely undermine the competitiveness of each Bidder.

27. The Applicants also pray that **Annexes W, Z-Series, BB, CC, and FF** ("**GMEC's Confidential Documents**", together with Annex II- Series, the "**Confidential Documents**") and the information contained therein be treated as confidential and not be disclosed to any persons other than the officers and staff of this Honorable Commission.

28. The foregoing documents contain information and data involving GMEC's power rate calculations and financial model, as well as how these are derived. They are not generally available to the public, are proprietary, privileged, and confidential in nature, and should be protected as trade secrets. In *Air Philippines Corporation vs. Pennswell, Inc.*,<sup>17</sup> the Supreme Court held that:

A trade secret may consist of any formula, pattern, device, or compilation of information that: **(1) is used in one's business; and (2) gives the employer an opportunity to obtain an advantage over competitors who do not possess the information.** Generally, a trade secret is a process or device intended for continuous use in the operation of the business, for example, a machine or formula, but **can be a price list or catalogue or specialized customer list. It is indubitable that trade secrets constitute proprietary rights.** The inventor, discoverer, or possessor of a trade secret or similar innovation has rights therein which may be treated as property, and ordinarily an injunction will be granted to prevent the disclosure of the trade secret by one who obtained the information "in confidence" or through a "confidential relationship." American jurisprudence has utilized the following factors to determine if an information is a trade secret, to wit:

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<sup>17</sup> G.R. No. 172835, December 13, 2007.

- (1) the extent to which the information is known outside of the employer's business;
- (2) the extent to which the information is known by employees and others involved in the business;
- (3) the extent of measures taken by the employer to guard the secrecy of the information;
- (4) the value of the information to the employer and to competitors;
- (5) the amount of effort or money expended by the company in developing the information; and
- (6) the extent to which the information could be easily or readily obtained through an independent source.<sup>18</sup>

29. In the *Decision* in ERC Case No. 2015-111 RC dated May 30, 2017 entitled *In the Matter of the Application for Approval of the Power Supply Agreement Between Nueva Ecija II Electric Cooperative, Inc.-Area 2 (NEECO II – Area 2) and PNOC Renewables Corporation (PNOC RC)*, this Honorable Commission categorically stated that formulas and pricing structures of a GenCo must be treated as confidential and may not be publicly disclosed, thus:

In the case of PNOC RC, the documents sought to be protected from disclosure contains formula and pricing structures used in arriving at their proposed tariff. In fact, all three (3) documents were used by the Commission in evaluating the reasonableness of the proposed rate. **In the electric power industry w(h)ere prices is[sic] a major consideration in selecting one's supplier, it is apparent that the assumptions used in arriving at one's proposed tariff is considered a competitive leverage by one player against its competitors.**

**Thus, the Commission resolves to treat the said documents confidential and may not be publicly disclosed.**<sup>19</sup>

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<sup>18</sup> *Emphasis and underscoring supplied.*

<sup>19</sup> *Emphasis supplied.*

30. Thus, this Honorable Commission has recognized the importance of maintaining pricing structures as confidential to ensure the competitiveness of the generation sector. Such information, which falls within the definition of a trade secret as defined by jurisprudence, is clearly information that merits the confidential treatment provided for under Rule 4 of the Revised ERC Rules.

31. Further, GMEC's Confidential Documents are all covered by the Matrix, as explained below.

31.1. GMEC's Write-up on Non-applicability (**Annex W**) falls under Section A(5) of the Matrix (computation/calculation for rate determination and cost components) because it contains an explanation on how GMEC arrived at its proposed rate, which NONECO eventually declared to be the LCRB in the 20 MW baseload CSP. The information contained in the Write-up goes into the pricing of GMEC, which is so significant that once disclosed, may result in damage to its business.

31.2. GMEC's Bank Certifications (**Annex Z-Series**) fall under Section A(1) of the Matrix, which covers contracts and agreements with third parties not privy to the case. These documents contain GMEC's agreements with banks which are not privy to this Application and the PSA.

31.3. Similarly, the Coal Supply Agreement and Sworn Statement regarding Fuel Process (**Annexes BB** and **CC**, respectively) are also covered by Section A(1) of the Matrix because they pertain to GMEC's agreement with its fuel supplier, who is not privy to this case. Further, these documents contain the rates agreed upon by GMEC and its fuel supplier, which is also considered in determining GMEC's pricing structure.

31.4. Finally, GMEC's Certification of the Net Heat Rate (**Annex FF**) is covered by Section A(2) of the Matrix, which considers commissioned studies as confidential. GMEC commissioned the services of Energy Integrated Systems and Support Services, Inc. to prepare the heat rate certification. The heat rate

certification is directly related to the performance of GMEC's plant which relates to the competitiveness of the rates offered. Thus, it constitutes as GMEC's trade secret and should not be disclosed to its competitors.

32. The interest of the consuming public is sufficiently protected by the review and evaluation of the rates under the PSA by this Honorable Commission, without the need to disclose the contents of Confidential Documents. The reasonableness and transparency of the prices of electricity is to be assured by the Honorable Commission through its own review and verification of GMEC's operating costs and expenses.

33. As discussed above, if the Confidential Documents and the information contained therein are leaked to GMEC's and Bidders' competitors, they will gain undue advantage and could use such information and documents in their operations. Furthermore, the negotiating power of GMEC and the Bidders with parties they plan to contract with or with whom they are currently doing business, will be impeded if they will be compelled to disclose such information.

34. Accordingly, one (1) copy each of the Confidential Documents is placed in a sealed envelope, with the said envelope and each page of the documents stamped with the word "*Confidential.*"

### **ALLEGATIONS IN SUPPORT OF THE PRAYER FOR PA OR IR**

35. Under Rule 14, Section 1 of the ERC Rules, this Honorable Commission may issue PA or IR prior to a final decision, provided the facts and circumstances alleged warrant such remedy.

36. As mentioned above, NONECO currently has a 20.92 MW deficit in its supply portfolio. NONECO only expects this deficit to increase. In fact, even if the PSA is implemented, the deficit may reach as high as 34.05 MW during the PSA's term.<sup>20</sup> NONECO will consequently be

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<sup>20</sup> See Supply-Demand Scenario (**Annex G**).

required to purchase a significant portion of its supply requirements from the WESM.<sup>21</sup>

37. In 2024, one of NONECO's baseload contracts expired. It was replaced by an Emergency Power Supply Agreement, which NONECO entered into because of delays in the Negros Electric Cooperative Association Power Aggregation CSP. Thus, NONECO requires additional baseload supply to meet the demands of its MCOs.<sup>22</sup>

38. If the PSA is not implemented, NONECO's one (1)-year Rate Impact Simulation forecasts that NONECO will have to source 65.60% of its baseload requirements from the WESM. In 2026 alone, the forecasted amount that NONECO will have to pay if it will source power from WESM is PhP2,040,458,387.97. Consequently, NONECO's MCOs are at risk of being exposed to the volatile prices in the WESM.

39. The implementation of the PSA will enable NONECO to continuously provide its customers with stable, reliable, and secure power at a more predictable rate.

40. Thus, the Applicants respectfully pray that this Honorable Commission grant them PA or IR to implement the PSA as soon as possible so that NONECO's MCOs may be insulated from the volatility of the prices in the WESM and enjoy all other benefits arising from the PSA.

### **PRAYER**

**WHEREFORE**, the Applicants respectfully pray that this Honorable Commission:

(a) After an initial review of this Application and pending trial on the merits, ISSUE an Order granting the Applicants PA or IR to implement the PSA, pending the issuance of a final decision on the merits.

(b) After due proceedings, ISSUE a Decision GRANTING

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<sup>21</sup> See 2025 DDP (**Annex H**), p. 5.

<sup>22</sup> See 2025 PSPP (**Annex I**), pp. 13 to 14.

this Application and APPROVING the PSA, including all the rates, fees, charges, and tariff adjustment mechanisms set out therein at the rates provided in the PSA, and authorizing NONECO to charge and collect the fees therein from its customers reckoned from the start of power supply by GMEC to NONECO under the PSA.

(c) ISSUE an Order –

(i) GRANTING the Motion for Confidential Treatment of Information and DECLARING as confidential the information contained in the Confidential Documents (**Annexes W, Z-Series, BB, CC, FF, and II-Series**).

(ii) DIRECTING the NON-DISCLOSURE of the Confidential Documents to persons other than the officers and staff of this Honorable Commission;

(iii) continuously PROTECTING the information contained in the Confidential Documents from public disclosure by maintaining the same separate and apart from the records of the case; and

(iv) ensuring that the Confidential Documents, and the information in them are NOT DIVULGED to unauthorized persons.

Other just and equitable reliefs are likewise prayed for.

Negros Occidental and Makati for Pasig City, February 3, 2026.

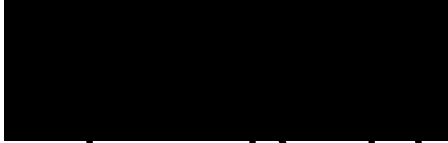
*[Signature page of NONECO's counsel follows.]*

**NORTHERN NEGROS ELECTRIC COOPERATIVE, INC.**

*Co-Applicant*

Crossing Tortosa, Barangay Tortosa  
Manapla, Negros Occidental

By:



**IRISH MAE V. RODRIGUEZ**

ROLL No. 53995

IBP O.R. No. INV 565310; 12/12/25 – Bacolod City

PTR No. 0500509; 01/05/26 – Bacolod City

MCLE Compliance No. VIII-0016637; 12/02/24

Unit I-J Groundfloor Metrodome Building  
Araneta St., Barangay Singcang Airport  
Bacolod City

Email address: irishmaerodriguez@yahoo.com

Mobile Number:

**GATMAYTAN YAP PATACSI  
GUTIERREZ & PROTACIO**

*Counsel for GMEC*

30/F 88 Corporate Center  
Sedeño corner Valero Streets  
Salcedo Village, Makati City  
Tel. No.: (632) 8248 5250

By:

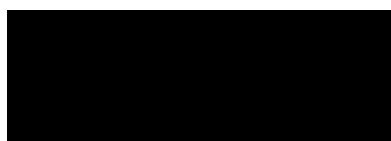


**SOPHIA P. INOTURAN**

PTR No. 10766212; 1/05/2026; Makati City  
IBP No. 536377; 12/26/2025; Makati Chapter  
Email address: [sophie.inoturan@cagatlaw.com](mailto:sophie.inoturan@cagatlaw.com)

Roll No. 63792

MCLE Compliance No. VIII-0018083;  
12/9/2024; Pasig City



**MARCO P. NIGRO**

PTR No. 10766217; 1/05/2026; Makati City  
IBP No. 536384; 12/26/2025; PPLM Chapter  
Email address: [marco.nigro@cagatlaw.com](mailto:marco.nigro@cagatlaw.com)

Roll No. 71064

MCLE Compliance No. VIII-0041918;  
11/19/2025; Pasig City



**VINA LAURICE C. CAYABYAB**

PTR No. 10766251; 1/05/2026; Makati City  
IBP No. 536417; 12/26/2025; Pangasinan Chapter  
Email address: [vina.cayabyab@cagatlaw.com](mailto:vina.cayabyab@cagatlaw.com)

Roll No. 93140

Admitted to the Bar on January 24, 2025

**VERIFICATION AND  
CERTIFICATION OF NON-FORUM SHOPPING**

We, **NICOLAS U. CAMARA, JOVESONIA S. DELGADO** and **ENGR. WILBE B. BILBAO**, both of legal age, Filipino and with office address at NONECO Main Office, Brgy. Tortosa, Manapla, Negros Occidental, 6120, Philippines, after having been duly sworn in accordance with law, hereby depose and state that:

1. We are currently the Board President, Board Secretary, and General Manager, respectively of **Northern Negros Electric Cooperative, Inc. (NONECO)**, an electric cooperative duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Barangay Tortosa, Manapla, Negros Occidental 6120 Philippines, Co-Applicant in the above-captioned case, per attached Secretary's Certificate;

2. We have caused the preparation and filing of this *Joint Application "In the Matter of the Application for Approval of the Power Supply Agreement Northern Negros Electric Cooperative, Inc. (NONECO) Between GNPowder Mariveles Energy Center Ltd. Co. (GMEC), With Prayer for Confidential Treatment of Information and Provisional"* and have read the contents thereof, and, based on our own personal knowledge, belief and on authentic records of NONECO, all the allegations contained therein on the part of NONECO are true and correct. Furthermore, the *Joint Application* is not filed to harass, cause unnecessary delay, or needlessly increase the cost of litigation; and that the factual allegations therein have evidentiary support or, if specifically so identified, will have evidentiary support after a reasonable opportunity for discovery;

3. We have been duly authorized by the Board of Directors of NONECO to prepare and sign on its behalf this Verification and Certification of Non-Forum Shopping. A copy of said authority is attached as an Annex of the Application;

4. We have read the contents of the said Application, and certify that the allegations therein are true and correct based on our personal knowledge and on authentic records and/or documents in the possession of NONECO. The factual allegations in the Application are supported by evidence;

5. Pursuant to the amended Rules of Civil Procedure which took effect on 01 May 2020, the Application is not filed to harass, to cause unnecessary delay, or needlessly increase the cost of litigation, and the factual allegations therein have evidentiary

support or, if specifically so identified, will likewise have evidentiary support after a reasonable opportunity for discovery;

6. NONECO has not commenced any other action or proceeding involving the same issue/s in the Supreme Court, the Court of Appeals or any court, tribunal, or quasi-judicial agency and, to the best of my knowledge, no such other action or claim is pending therein; and

7. Should we hereinafter learn that the same or a similar action or claim has been filed or is pending in the Supreme Court, the Court of Appeals or any court, tribunal, or quasi-judicial agency, I shall report said fact within five (5) days from discovery thereof to this Honorable Commission.


IN WITNESS WHEREOF, we have hereunto set our hand this FEB 03 2026 at SACOLOD CITY.

  
**NICOLAS U. CAMARA**  
Affiant

UMID No.

  
**ENGR. WILBET B. BILBAO**  
Affiant


Driv. Lic. No.

  
**JOVESONIA S. DELGADO**  
Affiant

Passport No.

**SUBSCRIBED AND SWORN** to before me this 03 February 2026 in Bacolod City. Affiants exhibiting to me their valid identification card (ID) written below their names, and they acknowledged to me that they are the same person who executed the foregoing Verification and Certification Against Forum Shopping.

Doc. No. 298 ;  
Page No. 60 ;  
Book No. XXXV ;  
Series of 2026.

  
NOTARY PUBLIC  
FOR THE CITIES OF SACOLOD AND TALISAY AND  
MUNICIPALITIES OF TURKIA AND DAE, NEGROS  
WESTERN DISTRICT, PROVINCE OF NEGROS  
WESTERN, PHILIPPINES  
T.P.C.R. NO. INV 2557-12/12/2025, PALIG CITY  
T.P. NO. 53351; MCLE NO. 101-2025-1010-14-28  
MORAY, LOTE, MISISON VILJO HOMES, BRGY. MANDALAGAN, B.C.  
MOBILE NO. 0968686422

**VERIFICATION AND CERTIFICATION OF  
NON-FORUM SHOPPING**

I, **RONALD P. GUTIERREZ**, Filipino, of legal age, and with office address at Brgy. Alasasin, Mariveles 2105, Bataan, Philippines subscribing under oath, state that:

1. I am the duly authorized representative of GNPower Mariveles Energy Center Ltd. Co., the co-applicant in this application, and I caused the preparation and filing of the foregoing Joint Application for Approval of the Power Supply Agreement between Northern Negros Electric Cooperative, Inc. and GNPower Mariveles Energy Center Ltd. Co., with Prayer for Confidential Treatment of Information (the "Joint Application");

2. I certify that I have read and understood the foregoing Joint Application, the contents of which are true and correct, based on my own personal knowledge, and on authentic documents;

3. The Joint Application is not filed to harass, cause unnecessary delay or needlessly increase the cost of litigation;

4. The factual allegations therein have evidentiary support, or if so specifically identified, will likewise have evidentiary support after a reasonable opportunity for discovery;

5. I certify that I have not commenced any other action involving the same issues in this Joint Application with this Honorable Commission, or any tribunal or quasi-judicial agency and to the best of my knowledge, no such action or proceeding is pending in this Honorable Commission or any tribunal or quasi-judicial agency;

6. Should I hereafter learn that a similar action or proceeding has been filed or is pending before this Honorable Commission or any tribunal or quasi-judicial agency, I undertake to promptly inform this Honorable Commission and other tribunal or agency thereof within five (5) calendar days therefrom.

  
**RONALD P. GUTIERREZ**  
*Affiant*

SUBSCRIBED AND SWORN to before me this 03 FEB 2026 at MAKATI CITY, exhibiting his PRC ID No. \_\_\_\_\_, valid until November 14, 2027.

Doc. No. 395;  
Page No. 80;  
Book No. ✓;  
Series of 2026

  
**ATTY. RENE MA. M. VILLA**  
Notary Public of Makati City  
Appointment No. M-110  
(Ren) (2025 - 2026)  
Until December 31, 2026  
PTR No. 10766722; 01-05-2026; Makati City  
IBP Lifetime No. 013593; 12-27-2013; I.C.  
Roll No. 37226  
MCLE Compliance No. VIII-0012754; 08-27-2024  
Ground Floor, Makati Terraces Condominium  
3650 Davila St., Tejeros, Makati City