Republic of the Philippines
ENERGY REGULATORY COMMISSION
Exquadra Tower 1 Jade Drive, Ortigas Center,
Pasig City

IN THE MATTER OF THE APPLICATION FOR APPROVAL OF THE POWER SUPPLY AGREEMENT (PSA) BETWEEN QUIRINO ELECTRIC COOPERATIVE AND SUAL POWER, INC. WITH PRAYERS FOR THE ISSUANCE OF PROVISIONAL AUTHORITY OR INTERIM RELIEF AND CONFIDENTIAL TREATMENT OF INFORMATION

ERC CASE NO. 2026-169 **RC**

October 21, 2026

QUIRINO ELECTRIC COOPERATIVE (QUIRELCO) AND SUAL POWER, INC. (SPI),
Applicants.
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JOINT APPLICATION

(With Prayers for the Issuance of Provisional Authority or Interim Relief and Confidential Treatment of Information)

Joint Applicants, **QUIRINO ELECTRIC COOPERATIVE (QUIRELCO)** and **SUAL POWER, INC. (SPI)**, through respective counsels, and unto this Honorable Commission, respectfully state that:

I
THE APPLICANTS

1. QUIRELCO is a non-stock, non-profit electric cooperative (EC), duly organized and existing under and by virtue of the laws of the Philippines, with principal office address at Aurora East, Diffun, Quirino.

1.1 QUIRELCO is a holder of a franchise from the National Electrification Commission to operate an electric light and power distribution service. QUIRELCO currently serves the municipalities of Diffun, Cabarroguis, Saguday, Aglipay, Maddela and Nagtipunan, all in the Province of Quirino, and eighteen (18) barangays of the municipality of San Agustin in the Province of Isabela (Franchise Area).

1.2 QUIRELCO is duly represented herein by its Board President, Loreto T. Ignacio, and/or General Manager, Cesar P. Gulla. [1]

2. SPI is a corporation duly organized and existing under the laws of the Republic of the Philippines with principal office address at 5th Floor, C5 Office Bldg. Complex, #100 E. Rodriguez Jr. Ave., C5 Road, Ugong, Pasig City.

2.1 SPI is the owner and operator of the 2 x 647.020 MW Coal-Fired Thermal Power Plant (Power Plant) located at Brgy. Pangascasan, Sual, Pangasinan.

2.2 SPI is duly represented herein by its Authorized Representative, Ms. Elenita D. Go.[2]

(SPI and QUIRELCO are jointly referred hereinafter as "Joint Applicants".)

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[1] A copy of the Board Resolution No. 122, Series of 2026 is attached herein as Annexes "D" and "E".

[2] A copy of the Secretary's Certificate is attached herein as Annex "D-1" and "E-1".

3. The Joint Application is filed pursuant to ERC *Resolution No. 7, Series of 2026* (**Amended CSP Guidelines**)[3] requiring distribution utilities (DUs) and generation companies (GENCOs) to jointly file an application for the approval of their PSA.

4. Joint Applicants may be served with orders, notices, and other processes of the Honorable Commission through undersigned counsels at the addresses given below.

II
NATURE AND TIMELINESS OF THE APPLICATION

5. This Joint Application seeks the Honorable Commission's approval of the PSA dated 09 September 2026 between Joint Applicants pursuant to Sections 25[4] and 45(b)[5] of Republic Act No. 9136, otherwise known as the *Electric Power Industry Reform Act* of 2001 (**EPIRA**), Rules 5, Section 4(e)[6] and 11, Section 54 of its *Implementing Rules and Regulations* (**IRR**), Rule 20(B) of its *Revised Rules of Practice and Procedure*,[7] Article VII of the *Amended CSP Guidelines*,[8] and other pertinent rules and regulations.

6. Section 5.4. of the Department of Energy (DOE) Department Circular No. DC2023-06-0021, as amended by DOE Department Circular No. DC2025-10-0022 (DOE CSP Policy) provides that *"in case an EC is unable to complete the CSP one (1) year before said scheduled date as indicated in its PSPP, the NEA shall undertake or continue the CSP on behalf of the EC."*

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3 *ERC Resolution No. 07, Series of 2026*, promulgated on 01 April 2026, entitled *"Amended Implementing Guidelines for the Procurement, Execution, and Evaluation of Power Supply Agreements Entered into by Distribution Utilities for the Supply of Electricity to their Captive Market."*

4 Section 25. Retail Rate. - The retail rates charged by distribution utilities for the supply of electricity in their captive market shall be subject to regulation by the ERC based on the principle of full recovery of prudent and reasonable economic costs incurred, or such other principles that will promote efficiency as may be determined by the ERC.

5 Distribution utilities may enter into bilateral power supply contracts subject to review by the ERC: xxx xxx.

6 Limits on Bilateral Supply Contracts by a Distribution Utility.

7 Resolution No. 01, Series of 2021.

8 Amended Implementing Guidelines for the Procurement, Execution, and Evaluation of Power Supply Agreements Entered into by Distribution Utilities for the Supply of Electricity to their Captive Market.

7. Section 5.2 of the DOE CSP Policy further provides that *"ECs with limited capability to undertake CSP may request the NEA to provide the necessary assistance and resources to conduct the same x x x".*

8. Article XIII, Sections 13.1 and 13.2 of the National Electrification Administration (NEA) Memorandum No. 2023-057 (**NEA 2023 CSP Guidelines**) reiterate the DOE CSP Policy and further provide that *"[i]n case an EC (or [a]ggregated ECs) requests the NEA['s] assistance xxx or is unable to complete its CSP one (1) year before the scheduled date as indicated in the PSPP, the NEA shall undertake the CSP on behalf of the EC. For this purpose, the NEA can mobilize its own manpower complement and structure, the manpower of the EC itself, as well as those of other ECs to undertake the CSP process, as necessary".*

III
STATEMENT OF FACTS

The Conduct of Joint Competitive Selection Process (CSP)

9. Based on the latest Power Supply Procurement Plans (PSPP), several ECs[9] connected to the Luzon and Visayas Grid faced baseload power supply deficits that needed to be addressed through the timely conduct of CSPs to ensure sufficient and reliable power supply for their respective captive markets.

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[9] Luzon Visayas Electric Cooperatives Aggregation (LVECA) is composed of: **For Luzon Member ECs:** 1) Abra Electric Cooperative; 2) Aurora Electric Cooperative, Inc.; 3) Batangas II Electric Cooperative, Inc.; 4) Cagayan I Electric Cooperative, Inc.; 5) Camarines Sur II Electric Cooperative, Inc.; 6) Camarines Sur III Electric Cooperative, Inc.; 7) First Laguna Electric Cooperative, Inc.; 8) La Union Electric Cooperative, Inc.; 9) Nueva Ecija I Electric Cooperative, Inc.; 10) Nueva Vizcaya Electric Cooperative; 11) Pangasinan I Electric Cooperative; 12) Pampanga III Electric Cooperative, Inc.; 13) Quezon I Electric Cooperative, Inc.; 14) Quezon II Electric Cooperative, Inc. 15) Quirino Electric Cooperative; 16) San Jose City Electric Cooperative; 17) Tarlac I Electric Cooperative, Inc.; 18) Zambales I Electric Cooperative, Inc.; and 19) Zambales II Electric Cooperative, Inc.

For Visayas Member ECs: 1) Capiz Electric Cooperative, Inc.; 2) Cebu I Electric Cooperative, Inc.; 3) Cebu II Electric Cooperative, Inc.; 4) Guimaras Electric Cooperative; 5) Iloilo I Electric Cooperative, Inc.; 6) Iloilo II Electric Cooperative, Inc.; 7) Iloilo III Electric Cooperative, Inc.; 8) Negros Occidental Electric Cooperative; 9) Negros Oriental I Electric Cooperative, Inc.; 10) Negros Oriental II Electric Cooperative.
"Collectively referred to as Member ECs."

10. However, the CSPs intended to address the baseload supply deficits of the ECs, including QUIRELCO, were not completed within one (1) year prior to the expiration of their existing PSAs or prior to the increase in demand of the Luzon and Visayas ECs, as provided in their respective PSPPs.

11. Pursuant to the foregoing, QUIRELCO and other ECs were included in the Luzon and Visayas Electric Cooperatives Aggregation (LVECA) for NEA's conduct of Joint Competitive Selection Process (Joint CSP) for their aggregated baseload supply requirements.

12. On 03 February 2026, NEA issued Office Order No. 2026-043, Series of 2026 where NEA - Special Bids and Awards Committee (NEA-SBAC), Secretariat, and Technical Working Group (NEA-SBAC-TWG) for the Joint CSP for the Luzon and Visayas ECs were constituted.

13. The Joint CSP was structured into two (2) Lots: Lot 1, covering the Luzon Member ECs, and Lot 2, covering the Visayas Member ECs. For each Lot, the Bidder shall submit an offer and commit to supply a fixed percentage of the Aggregated Contract Capacity for such Lot (Offered Contract Capacity), which shall not be less than twenty percent (20%) nor more than fifty percent (50%) of the Aggregated Contract Capacity for any given year. The percentage proposed by the Bidder for a Lot shall remain fixed for the entire PSA Term and shall apply uniformly to all Member ECs within that Lot.

14. On 13 and 14 April 2026, NEA-SBAC-TWG presented the draft Terms of Reference (TOR), Invitation to Bid (ITB), and bidding documents to NEA-SBAC.

15. On 15 April 2026, or at least five (5) calendar days before the first publication of the ITB, NEA-SBAC informed DOE and the Honorable Commission of the conduct of the Joint CSP.

16. On even date, NEA issued the Certificate of Conformity No. NEA-RAO-COC-2026-02 that certified the respective contract quantities and cooperation periods covered by the Joint CSP were consistent with the latest posted PSPPs of each Member EC.

17. On 21 April 2026 and 28 April 2026, the ITB and TOR were published in The Manila Times Newspaper. The NEA-SBAC and Member ECs likewise caused their posting on the DOE CSP e-based portal, NEA website, and Member ECs' respective official websites and social media accounts.

18. On 06 May 2026, copies of the Invitation for CSP Observers were sent to DOE, Philippine Chamber of Commerce and Industry, Institute of Integrated Electrical Engineers of the Philippines and Nationwide Association of Consumers, Inc. A general invitation for CSP Observers was likewise posted on the NEA website.

19. On 14 May 2026, the Pre-Bid Conference took place with the participation of representatives from the NEA-SBAC-TWG, Secretariat, CSP Observers, and all interested bidders.

20. Following the Pre-Bid Conference, NEA released Bid Bulletin Nos. 01 to 04 that included the revised schedule of bidding activities, responses to concerns from prospective bidders, and clarifications on the final bidding procedures and related transaction documents.

21. The Final Transaction Documents was issued on 17 June 2026, which were subsequently amended on 25 June 2026, setting 10 July 2026 as the deadline for submission of bids and the date for the opening and evaluation thereof.

22. On 10 July 2026, the submission, opening, and evaluation of bids were conducted.[10]

23. For Lot 1, three (3) out of six (6) prospective bidders timely submitted their respective bids, namely, Mariveles Power Generation Corporation (MPGC), Therma Luzon, Inc. (TLI), and Sual Power, Inc. (SPI).

24. For Lot 2, six (6) out of ten (10) prospective bidders timely submitted their respective bids, namely, Malita Power, Inc. (MPI), Therma Visayas, Inc. (TVI), Energy Development Corporation (EDC),

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[10] The NEA-SBAC set a Reserve Bid Price of PhP6.3000/kWh for both Lots in the Transaction, which was disclosed to the bidders during the opening of bids.

Cebu Energy Development Corporation (CEDC), Panay Energy Development Corporation (PEDC), and Palm Concepcion Power Corporation (PCPC).

25. Thereafter, the following GENCOs withdrew from the Joint CSP: GNPower Dinginin Energy Ltd. Co. (GNPD), GNPower Mariveles Energy Center Ltd. Co (GMEC), and PEDC for Lot 1; and FDC Misamis Power Corporation (FDCMPC), GN Power Kauswagan Ltd. Co. (GNPK), Therma South, Inc. (TSI), and Toledo Power Co. (TPC) for Lot 2.

Evaluation of Bids for Lot 1

26. Upon careful evaluation, NEA-SBAC determined that MPGC, TLI, and SPI for Lot 1 successfully passed the preliminary evaluation for their respective Eligibility Requirements, Technical Proposal, and Bid Security submissions.

27. After completing the preliminary evaluation, the Financial Proposals of MPGC, TLI, and SPI were subsequently opened and compared. These are summarized as follows:

RANK NO.	BIDDER	LCOE (PhP/kWh)	BID SECURITY AMOUNT (PhP)	OCC (in %)	REMARKS
1	SUAL POWER INC.	5.9078	1,400,000,000.00 Compliant	50%	Lowest Calculated Bid 1
2	THERMA LUZON, INC.	6.2659	2,859,000,000.00 Compliant	50%	Lowest Calculated Bid 2
3	MARIVELES POWER GENERATION CORPORATION	6.2952	1,405,000,000.00 Compliant	50%	N/A

28. Following the completion of the Post-Qualification Activities, the TWG submitted its Post-Qualification Report on 11 August 2026, that confirmed the genuineness, validity, and accurateness of the legal, technical, and financial documents of TLI and SPI for Lot 1.

29. Accordingly, the TWG recommended that NEA-SBAC declare TLI and SPI for Lot 1 as Lowest Calculated and Responsive Bidders and that Notices of Award be issued in their favor.

30. On 12 August 2026, Bid Bulletin No. 05 was issued, announcing the revised schedule for the issuance of the Notice of Award to the Winning Bidders and signing of the PSAs.

31. On 17 August 2026, NEA-SBAC issued Resolution No. 13, Series of 2026, declaring, among others, that TLI and SPI for Lot 1 as Lowest Calculated and Responsive Bidders.

32. In accordance with NEA Memorandum No. 2023-057, NEA-SBAC endorsed the aforementioned resolution to the NEA Office of the Administrator (Office of the Administrator) for the issuance of Notices of Award in favor of said bidders.

33. On 18 August 2026, the Notices of Award were issued and subsequently accepted by the Winning Bidders.[11]

34. From 24 August 2026 to 04 September 2026, duly authorized representatives of Member ECs negotiated and finalized their respective PSAs with the Winning Bidders.

35. On 04 September 2026, the negotiated and finalized PSAs were submitted to NEA-SBAC for evaluation and approval.

36. Through Resolution No. 14, Series of 2026, NEA-SBAC approved the negotiated PSAs and endorsed the same to the Office of the Administrator for the issuance of the corresponding Notices to Execute the Agreement.

37. On 08 September 2026, the Office of the Administrator issued Notices to Execute the Agreement, directing Luzon Member ECs to proceed with the execution and signing of their respective PSAs.

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[11] The Notices of Award were accepted by SPI on 25 August 2026, TLI on 20 August 2026, MPI on 24 August 2026, PCPC on 25 August 2026, TVI on 20 August 2026, and EDC on 25 August 2026.

38. **On 09 September 2026, Joint Applicants executed the subject PSA.**

39. The procurement outcome assures compliance with EPIRA's principles of least-cost and transparency principles. Implementing the PSA will ensure a stable and least-cost power supply to QUIRELCO's franchise area, benefitting consumers through long-term price stability, reduced Wholesale Electricity Spot Market (WESM) exposure, improved supply reliability and reduced overall generation cost.

ABSTRACT OF THE PSA

40. Pursuant to the PSA, SPI shall supply power to QUIRELCO for the Agreement Term with a Contract Capacity of 3.50MW-8.00MW Baseload (Firm), as provided in Schedule 2 of the PSA.

41. The power supply will be sourced from SPI's 2 x 647.020 MW Coal-Fired Thermal Power Plant (Power Plant) located at Brgy. Pangascasan, Sual, Pangasinan.

42. The following are the Salient Features of the PSA:

42.1 Sale and Purchase of Energy/Capacity: Subject to and in accordance with the terms of this Agreement, Seller shall make available and sell to Buyer, and Buyer shall purchase from the Seller for the consideration described in SECTION 11, the Contract Capacity and Associated Energy from and after the Delivery Date until the expiry of the Term, unless sooner terminated in accordance with this Agreement and upon approval by the ERC.

42.2 Contract Term: This Agreement shall take effect immediately from the Effective Date, and from such date shall remain in force and effect for fifteen (15) years from Delivery Date unless sooner terminated in accordance with this Agreement and upon approval by the ERC.

42.3 Delivery Date: The Seller shall commence delivery of the Contract Capacity provided in SCHEDULE 2 to Buyer on Delivery Date. The Delivery Date shall be the later of either: a.) 26 December 2026; or b) The next immediate 26th day of the month following the ERC's issuance of a Provisional Authority or Interim Relief to implement the Agreement, as applicable, or Final Authority to implement the Agreement, if neither Provisional Authority nor Interim Relief was issued.

42.4 Supply of Energy: Subject to the approval of the ERC, beginning on the Delivery Date and until the termination or expiration of this Agreement, Seller shall supply and deliver the Contract Capacity to the Buyer at the Delivery Point, as provided in SCHEDULE 2, and Buyer shall purchase the Contract Capacity and Associated Energy and pay Seller as provided in SCHEDULE 7. The Delivery Point shall be the point/s specified in SCHEDULE 3.

42.5 Seller's Outage Allowance: Seller is allowed a Scheduled Outage Allowance and Unscheduled Outage Allowance (taken together, the "Outage Allowance") not to exceed the number of days for each Year as set forth in SCHEDULE 6, during which times, reduced or no deliveries shall be available to Buyer, subject to ERC rules and regulations on reliability performance indices applicable for the Facility.

Scheduled Outages	0 days
Unscheduled Outages	0 days

42.6 Line Rental Cap: The Line Rental Cap is PhP0.2734/kWh and shall apply on a per Billing Period basis throughout the entire Term. For each Billing Period, the Buyer shall pay only the lower of: (a) the Actual Line Rental Charges incurred for the energy delivered during such Billing Period; or (b) Capped Line Rental Charges.

42.7 Replacement Power during Outages: The procurement of any Replacement Power shall be the

responsibility of Seller, provided that the rates to be paid by Buyer for the procurement of Replacement Power shall be the lower between: i. the actual rate of the Replacement Power; or ii. the generation rate based on the approved tariff for this Agreement.

If Seller provides Replacement Power, Seller shall attach to the Seller Invoice the computation showing both the actual rate of the Replacement Power and the generation rate based on the approved tariff for this Agreement.

If the Seller is able to supply only a portion of the Contract Capacity, contrary to its committed capacities under this Agreement, and the Seller's Outage Allowance has already been exhausted, the Seller shall procure and provide Replacement Power for the deficient capacity at the generation rate equivalent to the Provisional or Final Approved Generation Rate, or the actual rate of the Replacement Power, whichever is lower.

42.8 Prompt Payment Discount: Seller shall extend a three percent (3%) discount based on the total Capital Recovery Fee, Fixed Operations and Maintenance Fee, and Variable Operations and Maintenance Fee for the Billing Period to Buyer as a Prompt Payment Discount if: a. Payment by Buyer is made in full or partial within fifteen (15) Days upon receipt of the Seller Invoice for a Billing Period (the "Prompt Payment Period"); and b. Buyer is up to date with all its payment obligations under this Agreement.

42.9 Contract Capacity:

TABLE 1
(in MW)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2027	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50
2028	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50
2029	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50
2030	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
2031	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
2032	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
2033	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50
2034	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50
2035	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
2036	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
2037	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
2038	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
2039	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00
2040	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00
2041	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00

42.10 Monthly Payment, Indexation, and Adjustment:

Total Generation Charge

Total Generation Charge= CRF_{CUFt} + $FOMF_{CUFt}$ + $VOMF_t$ + FC_t + VAT

A. Capital Recovery Fee ("CRF")

The CRF_{CUFt} shall be calculated as the product of the Capital Recovery Rate ("CRR_{CUFt}"), in PhP/kWh, and the Actual Energy Delivered during the Billing Period or the equivalent Associated Energy based on the 65% Monthly Minimum CUF, whichever is higher. The formula to calculate the CRF_{CUFt} shall be:

$$CRF_{CUFt} = CRR_{CUFt} \times max\,(AE_t, AED_t)$$

$$CRR_{CUFt} = \frac{CRR_{100\%CUF}}{CUF_t}$$

Where:

CRF_{CUFt}	Corresponding CRF_{CUF} to calculate the Total Generation Charge, expressed in PhP, for the Billing Period

CRR_{CUFt}	Rate Component to calculate CRF_{CUFt}, expressed in PhP/kWh, for the Billing Period
AE_t	Associated Energy based on the 65% Monthly Minimum CUF in kWh for the Bil1ing Period
AED_t	Actual Energy Delivered from the Facility during the Billing Period in kWh
$CRR_{100\%CUF}$	Corresponding CRR at 100% CUF, which is **PhP2.1500/kWh** For reference, the CRR_{CUF} from 65% to 100% is presented below.
CUF_t	Actual CUF for the Billing Period. The CUF shall be calculated in accordance with the formula below.
t	Billing Period

CUF	CRR Php/kWh
100%	2.1500
99%	2.1717
98%	2.1939
97%	2.2165
96%	2.2396
95%	2.2632
94%	2.2872
93%	2.3118
92%	2.3370
91%	2.3626
90%	2.3889
89%	2.4157
88%	2.4432
87%	2.4713
86%	2.5000
85%	2.5294
84%	2.5595
83%	2.5904
82%	2.6220
81%	2.6543
80%	2.6875
79%	2.7215
78%	2.7564
77%	2.7922
76%	2.8289
75%	2.8667
74%	2.9054
73%	2.9452

72%	2.9861
71%	3.0282
70%	3.0714
69%	3.1159
68%	3.1618
67%	3.2090
66%	3.2576
65%	3.3077

- The CUF_t shall be calculated in accordance with the formula below:

$$CUF_t = \frac{Q_t}{CC_t \times (H_T - H_O - H_{FM})}$$

Where:

CUF_t	As previously defined
Q_t	Energy delivered during the Billing Period or the equivalent associated energy based on the Monthly Minimum CUF, whichever is higher
CC_t	Contract Capacity for the Billing Period in kW as indicated in Schedule 2
H_T	Total number of hours in the Billing Period
H_O	Zero (0) for each Billing Period, as the Seller has no Outage Allowance
H_{FM}	The Equivalent Hours of Force Majeure in the Billing Period
t	As previously defined

- Formula to calculate the Q_t and AE_t for any billing period shall be:

$$Q_t = max\ (AE_t, TED_t)$$

$$AE_t = 65\% \times CC \times (H_T - H_O - H_{FM})$$

Where:

Q_t	As previously defined
AE_t	As previously defined
TED_t	Total Energy Delivered, which is Actual Energy Delivered from the Facility and the Replacement Power energy, during the Billing Period in kWh
CC	As previously defined
H_T	As previously defined

H_O	As previously defined
H_{FM}	As previously defined
t	As previously defined

- The formula to calculate the H_{FM} shall be:

$$H_{FM} = \sum_{i=1}^{y} \left(1 - \frac{Seller\ Actual\ BCQ\ Declared, due\ to\ force\ majeure}{Buyer\ Day\ Ahead\ Nomination}\right)$$

Where:

y	Total number of Hours in a Billing Period
Seller Actual BCQ Declared due to force majeure	The actual reconciled quantity of BCQ declared by the Seller to the Buyer for the relevant hour *i*, expressed in kW, which was affected by or reduced due to an event of force majeure for either the Buyer or the Seller, in accordance with the BCQ Nomination Protocol under the PSA
Buyer Day Ahead Nomination	The quantity of BCQ nominated by the Buyer for delivery for the relevant hour *i* in the Day-Ahead Nomination, expressed in kW, submitted in accordance with the BCQ Nomination Protocol under the PSA

B. Fixed Operation and Maintenance Fee ("FOMF")

The $FOMF_{CUFt}$ shall be calculated as the product of the Fixed Operation and Maintenance Rate ("$FOMR_{CUFt}$"), in PhP/kWh, and the actual energy delivered during the Billing Period or the equivalent associated energy based on the Monthly Minimum CUF, whichever is higher. The formula to calculate $FOMF_{CUFt}$ shall be:

$$FOMF_{CUFt} = FOMR_{CUFt} \times max\ (AE_t, AED_t)$$

$$FOMR_{CUFt} = \frac{FOMR_{100\%CUF}}{CUF_t}$$

Where:

$FOMF_{CUFt}$	Corresponding $FOMF_{CUF}$ to calculate the Total Generation Charge, expressed in PhP, for the Billing Period
$FOMR_{CUFt}$	Rate Component to calculate $FOMF_{CUFt}$, expressed in PhP/kWh, for the Billing Period.
AE_t	As previously defined
AED_t	As previously defined
$FOMR_{100\%CUF}$	Corresponding FOMR at 100% CUF, which is **PhP0.4500/kWh**. For reference, the $FOMR_{CUF}$ from 65% to 100% is presented below.

CUF	FOMR LOCAL Php/kWh
100%	0.4500
99%	0.4545
98%	0.4592
97%	0.4639
96%	0.4688
95%	0.4737
94%	0.4787
93%	0.4839
92%	0.4891
91%	0.4945
90%	0.5000
89%	0.5056
88%	0.5114
87%	0.5172
86%	0.5233
85%	0.5294
84%	0.5357
83%	0.5422
82%	0.5488
81%	0.5556
80%	0.5625
79%	0.5696
78%	0.5769
77%	0.5844
76%	0.5921
75%	0.6000
74%	0.6081
73%	0.6164
72%	0.6250

71%	0.6338
70%	0.6429
69%	0.6522
68%	0.6618
67%	0.6716
66%	0.6818
65%	0.6923

C. Variable Operations and Maintenance Fee ("VOMF")

The $VOMF_t$ shall be calculated as the product of the Variable Operation and Maintenance Rate ("VOMR"), in PhP/kWh, and the actual energy delivered for the Billing Period. The formula to calculate $VOMF_t$ shall be:

$$VOMF_t = VOMR_t \times AED_t$$

$VOMF_t$	Corresponding VOMF to calculate the Total Generation Charge, expressed in PhP, for the Billing Period
$VOMR_t$	Rate Component to calculate $VOMF_t$ which is **PhP0.2000/kWh**
AED_t	As previously defined

D. Fuel Cost ("FC")

The FC_t for the Billing Period shall be calculated as follows:

$$FC_t = \left(\frac{FP_t \times FCR_t}{1000}\right) \times AED_t$$

$$FP_t = (FCC_t \times FX_m) + NFCC_t + Applicable\ Taxes$$

Where:

FC_t	Corresponding FC to calculate the Total Generation Charge, expressed in PhP, for the Billing Period
FP_t	Applicable Fuel Price for the Billing Period, expressed in PhP/MT
FCC_t	Fuel Commodity Cost in USD/MT calculated using the formula below: $103.09 \times \left[\left(97.09\% \times \frac{NFI\ 1_{3m\ avg}}{NFI\ 1_O}\right) + 2.91\%\right]$

$NFI\ 1_{3m\ avg}$	The average value for the three (3) months preceding the Billing Period for which the Invoice is being prepared of the Indonesian Coal Index 2 (5,800 GAR/ 5,500 NAR) as published by the Argus/Coalindo for Indonesian Coal Index Report, in USD/MT
$NFI\ I_O$	Value of Indonesian Coal Index 2 (5,800 GAR/ 5,500 NAR) for the month of May 2026, which is 100.09, in USD/MT
AED_t	As previously defined
$NFCC_t$	Weighted average of the actual Freight Cost, Marine Cargo Insurance, Letter of Credit Opening Charges, Disport Surveyor Fees, Wharfage, and Brokerage Fees, in PhP/MT. Demurrage costs arising from this Agreement shall be a pass-through cost subject to the following: ● Any demurrage arising from the Seller's procurement of coal in excess of its requirements, including demurrage resulting from the use of a port or vessel as temporary storage for such excess coal, shall be solely for the account of the Seller and shall not be passed on to the Buyer. Provided, however, that this limitation shall not apply where such excess procurement or the resulting demurrage is attributable (i) to a directive of a relevant government agency, regulatory authority, or market operator, such as the Department of Energy, the Energy Regulatory Commission, the System Operator, or the Independent Electricity Market Operator of the Philippines; or (ii) to comply with applicable laws, regulations, or mandatory fuel inventory requirements, in which case the resulting demurrage cost shall be passed on to the Buyer or PhP200/MT, whichever is lower. ● Demurrage costs arising from causes other than the Seller's excess procurement of coal, negligence, or fault, as stated above, shall be passed on to the Buyer, subject to a cap of PhP 200/MT or the actual demurrage cost, whichever is lower.

	• Any penalty, fine, surcharge, or similar charge imposed by the DOE or BOC arising from the failure to timely secure, submit, or comply with the requirements relating to the Certificate of Compliance for coal importation issued by the DOE shall be solely for the account of the Seller. Seller can only recover the NFCC items listed above and shall submit to the Buyer proof of actual costs in the form of official invoices and supporting documents. When applicable, Seller must disclose actual cost of NFCC in USD/MT and disclose the actual foreign exchange rate used to convert USD denominated costs into PHP.
FX_m	The monthly average of the PhP/USD exchange rate for the month (i.e., first until last day of the month) for which the invoice is being prepared, as published in the Bangko Sentral ng Pilipinas website
Applicable taxes	Applicable taxes relating to FC for the Billing Period, in PhP/MT

In the event that the index (a) becomes unavailable, (b) is replaced by a new benchmark rate as determined by the relevant authorized entity, its successor-in-interest, or (c) ceases to exist, the Parties shall agree to adopt a new price index.

The FP_t to be billed by Seller shall be the lower between:

1. The sum of the (i) resulting value using the Fuel Commodity Cost Formula and (ii) the Non-Fuel Commodity Cost; or

2. The actual fuel price as billed by the fuel supplier/s (i.e., supported by actual invoices) including the Non-Fuel Commodity Cost for the relevant Billing Period.

FCR_t	Applicable Fuel Consumption Rate ("FCR") for the Billing Period, expressed in kg/kWh, shall be the lower between: (i) the guaranteed FCR_{CUF_t}; or (ii) the actual plant FCR

If Buyer fails to utilize the Contract Capacity at the Monthly Minimum CUF, Seller may apply the higher of its actual plant FCR or the guaranteed consumption rate corresponding to the Minimum CUF for that Billing Period.

If the resulting CUF_t is a whole percentage number, the guaranteed FCR_{CUFt} shall be the corresponding FCR set forth in the table below for CUF levels from 65% to 100%.

If the resulting CUF_t is not a whole percentage number, the guaranteed FCR_{CUFt} shall be determined using the following formula:

$$FCR_{CUFt} = FCR_{CUF1} + \frac{(FCR_{CUF2} - FCR_{CUF1}) \times (CUF_t - CUF1)}{(CUF2 - CUF1)}$$

FCR_{CUFt}	guaranteed FCR corresponding to the Actual CUF for the Billing Period
CUF_t	as previously defined
FCR_{CUF2}	corresponding FCR for CUF2 set forth in the table below
FCR_{CUF1}	corresponding FCR for CUF1 set forth in the table below
CUF2	CUF increment of the nearest upper value, in %
CUF1	CUF increment of the nearest lower value, in %

Illustration: CUF_t 70.53%

CUF2	71%
CUF1	70%
FCR_{CUF2}	0.4810
FCR_{CUF1}	0.4818

The FCR at CUF levels from 65% to 100% are as follows:

CUF	FCR, kg/kWh
100%	0.4595
99%	0.4600
98%	0.4607
97%	0.4612
96%	0.4617
95%	0.4623
94%	0.4631
93%	0.4637
92%	0.4642

91%	0.4648
90%	0.4654
89%	0.4661
88%	0.4670
87%	0.4676
86%	0.4683
85%	0.4690
84%	0.4697
83%	0.4707
82%	0.4714
81%	0.4722
80%	0.4729
79%	0.4737
78%	0.4744
77%	0.4756
76%	0.4764
75%	0.4772
74%	0.4784
73%	0.4793
72%	0.4801
71%	0.4810
70%	0.4818
69%	0.4827
68%	0.4841
67%	0.4850
66%	0.4859
65%	0.4869

Note: For avoidance of doubt, the Buyer shall bear all other applicable costs, charges and taxes pursuant to Section 13.2 of this Agreement.

E. Value-added Tax ("VAT"), if any. VAT shall only be chargeable to the Buyer if prevailing laws expressly allow its passing on by the Seller.

Except for VAT, which shall be a pass-through component of the price, all other taxes pursuant to Section 13.1 and government dues, the WESM market fees, and ER 1-94 (Benefits to Host Community) shall be to the account of the Seller.

Replacement Power Charge

If Seller provides Replacement Power, Seller shall attach to the Seller Invoice the computation showing both the actual rate of the Replacement Power and the generation rate based on the approved tariff for this Agreement.

In computing the actual rate of the Replacement Power, Seller shall declare whether the replacement energy was generated from a renewable energy source/s or from sources exempt from Value-Added Taxes and shall provide the invoice issued to it by the replacement power plant clearly showing the breakdown of the rate for the replacement energy delivered.

The generation rate based on this Agreement shall be computed in accordance with Schedule 7 as follows:

- The CRR_{CUFt}, $FOMR_{CUFt}$ and $VOMR_t$ shall be as previously defined above.

- Further, the Fuel Cost shall be calculated using a fuel rate based on the FP_t and FX_m as previously defined above and the Seller's Fuel Consumption Rate at the CUF level associated with the CRR_{CUFt} and $FOMR_{CUFt}$.

- In the event that the FP_t is unavailable due to the Facility being unable to utilize fuel and generate power for the supply under this Agreement, the fuel rate shall be based on the most recent 3-month average fuel cost, in PhP/kWh.

Thus, the Replacement Power cost shall be:

$$RP_t = [Min(RP_r, CP_r) \times RE_t] + VAT_t, if\ applicable$$

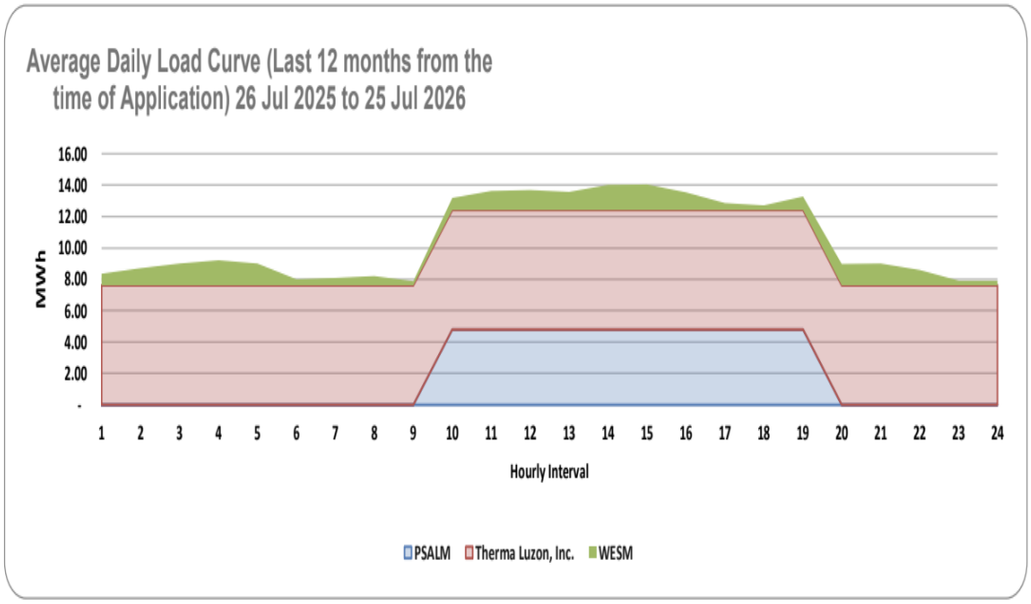
$$CP_r = [(CRR_{CUFt} + FOMR_{CUFt} + VOMR_t) + (\frac{FP_t \times FCR_{CUFt} \times FX_m}{1000})]$$

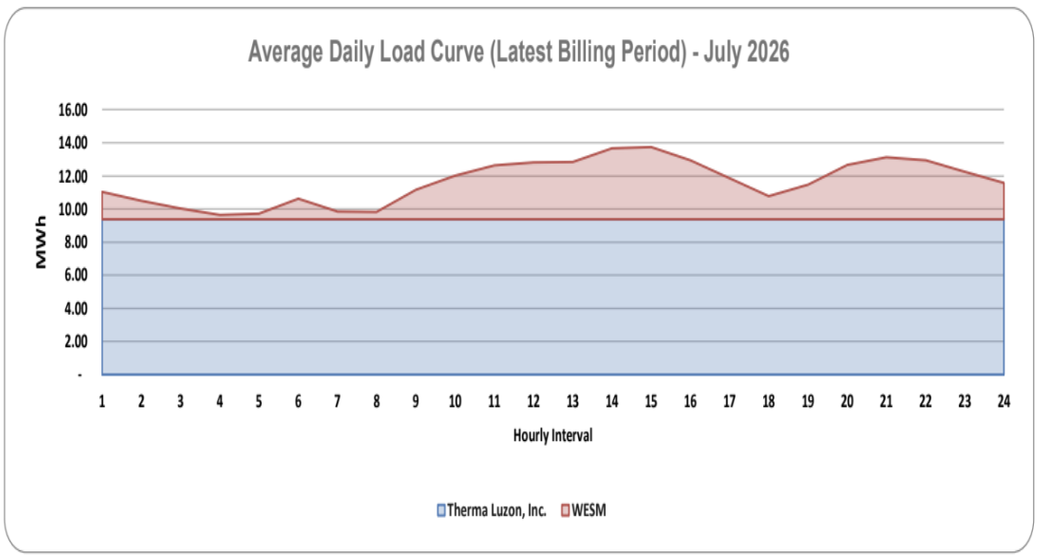
RP_t	Replacement Power cost for the Billing Period, in PhP
RP_r	Actual generation rate of the Replacement Power exclusive of VAT, in PhP/kWh
CP_r	Generation rate based on this Agreement exclusive of VAT, in PhP/kWh
RE_t	Replacement Power Energy supplied by the Seller to the Buyer for the Billing Period, in kWh
CRR_{CUFt}	As previously defined
$FOMR_{CUFt}$	As previously defined
$VOMR_t$	As previously defined
FP_t	As previously defined
FCR_{CUFt}	As previously defined
FX_m	As previously defined
VAT_t	Applicable VAT for the Replacement Power Cost for the Billing Period, if any.

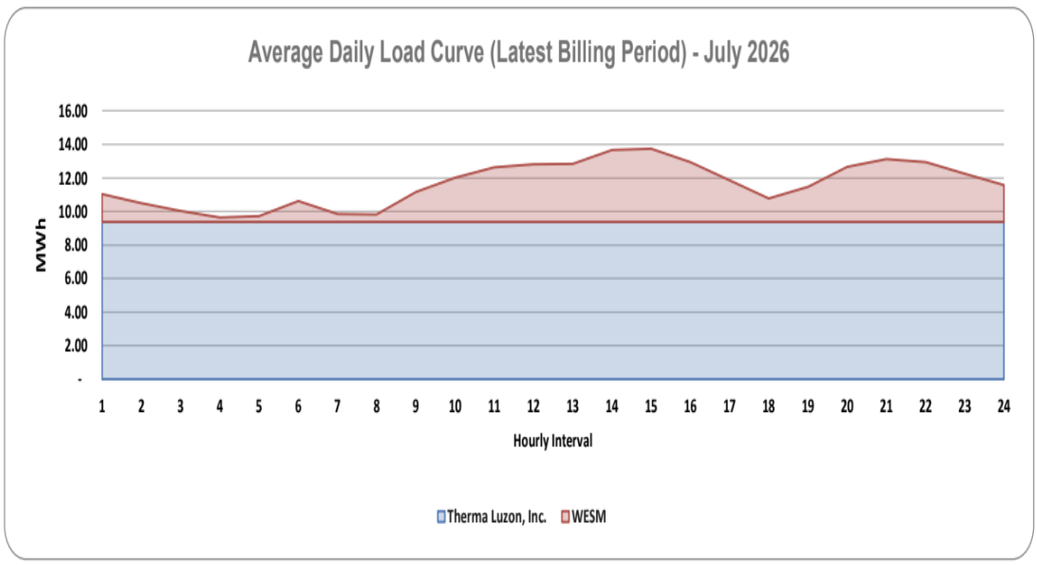
t	Billing Period

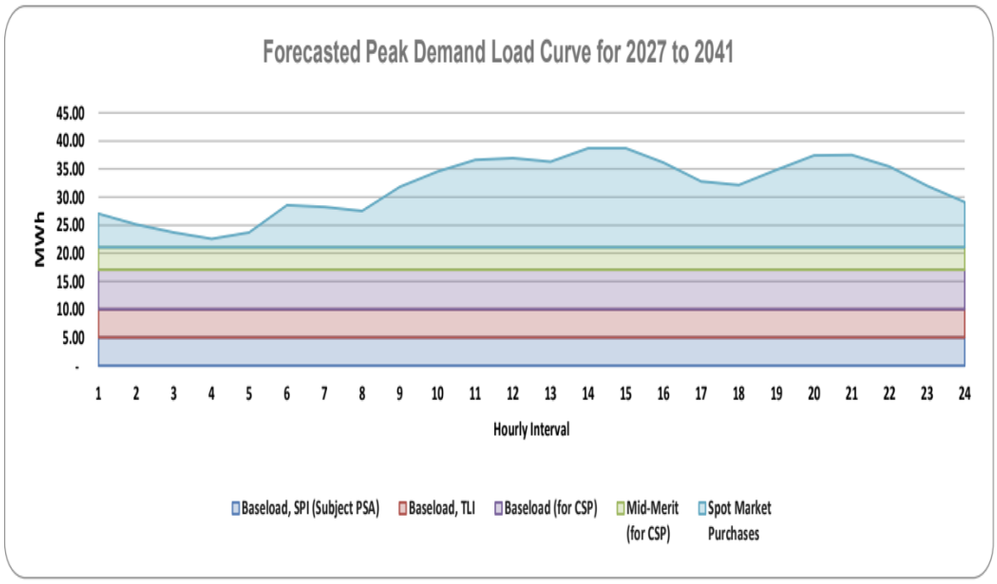
43. QUIRELCO's Supply and Demand Scenario (Yearly) and Average Daily Load Curve are as follows:

	ERC Case No.	Historical Year (Last 5 years)					Current Year	Forecasted Year (up to End of Contract Term)													
		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
Peak Demand (MW)		**11.98**	**11.99**	**12.36**	**13.80**	**15.27**	**15.73**	**17.28**	**18.64**	**20.12**	**21.71**	**23.42**	**25.24**	**27.17**	**29.22**	**31.38**	**33.66**	**36.05**	**38.56**	**41.17**	**43.91**	**46.75**
Captive		11.98	11.99	12.36	13.80	15.27	15.73	17.28	18.64	20.12	21.71	23.42	25.24	27.17	29.22	31.38	33.66	36.05	38.56	41.17	43.91	46.75
Contestable																						
Suppliers:																						
PSALM	2025-097 RC				4.80	4.80																
Therma Luzon, Inc.	2025-213 RC						9.37															
Therma Luzon, Inc.								3.50	3.50	3.50	4.00	4.00	4.00	4.50	4.50	5.00	5.00	6.00	6.00	7.00	7.00	8.00
Sual Power, Inc.								3.50	3.50	3.50	4.00	4.00	4.00	4.50	4.50	5.00	5.00	6.00	6.00	7.00	7.00	8.00
Intermediate (for CSP)								3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Baseload (for CSP)													7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00
Total Supply (MW)		-	-	-	4.80	4.80	9.37	10.00	10.00	10.00	11.00	11.00	18.00	19.00	19.00	20.00	20.00	22.00	22.00	24.00	24.00	26.00
(Deficit)/Surplus		(11.98)	(11.99)	(12.36)	(9.00)	(10.47)	(6.36)	(7.28)	(8.64)	(10.12)	(10.71)	(12.42)	(7.24)	(8.17)	(10.22)	(11.38)	(13.66)	(14.05)	(16.56)	(17.17)	(19.91)	(20.75)


Average Daily Load Curve (Last 12 months from the time of Application) 26 Jul 2025 to 25 Jul 2026
MWh
16.00
14.00
12.00
10.00
8.00
6.00
4.00
2.00
-
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24
Hourly Interval
PSALM
Therma Luzon, Inc.
WESM


Average Daily Load Curve (Latest Billing Period) - July 2026
MWh
16.00
14.00
12.00
10.00
8.00
6.00
4.00
2.00
-
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24
Hourly Interval
Therma Luzon, Inc.
WESM


Average Daily Load Curve (Latest Billing Period) - July 2026
MWh
16.00
14.00
12.00
10.00
8.00
6.00
4.00
2.00
-
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24
Hourly Interval
Therma Luzon, Inc.
WESM



INDICATIVE RATE IMPACT

44. The indicative rate impact on QUIRELCO's overall generation rate with the additional supply from SPI shows a **decrease of about PhP0.2361/kWh**, to *wit:*

Simulation of Generation Mix Rate with SPI	
Generation rate with SPI	PhP5.7051/kWh
Generation rate without SPI	PhP5.9411/kWh
Rate Impact, Increase/(Decrease)	**PhP(0.2361)/kWh**

45. In *Alyansa Para sa Bagong Pilipinas, Inc. vs. Energy Regulatory Commission, et. al.*,[12] the Supreme Court held that the purpose of the CSP is to ensure transparency and competition in the procurement of power supply by distribution utilities (DUs) so as to provide the least-cost electricity to the consuming public. This was also adopted by the Honorable Commission and is provided under Article I, Section 1(c), (d), and (i) of its *Amended CSP Guidelines*.

46. Considering that the PSA is the result of a valid Joint CSP conducted by NEA, Joint Applicants respectfully submit that the rates in the PSA be approved for it will ultimately redound to the benefit of QUIRELCO's MCOs.

12 G.R. No. 227670, 03 May 2019.

IV
PRE-FILING REQUIREMENTS AND OTHER RELATED DOCUMENTS

47. In support of the Joint Application, the following documents are attached herein as annexes and made as integral part hereof:

ANNEXES	DOCUMENTS
"01"	PSA dated 09 September 2026
"02"[13]	SPI's Certification on Documents Previously Submitted invoking Section 24 of the ERC Resolution No. 07, Series of 2026: **ERC Case No. 2024-103 RC** • SPI's WESM Registration • Write-up on Shareholders' Agreement SPI • Write-up on the Non-applicability of BOI Registration • SPI's Environmental Compliance Certificate • Write-up on RE Developer • Write-up on RE Service Contract • Write-up on Water Permit • Documents Related to Fuel ***(Confidential)*** **ERC Case No. 2025-018 RC** • Certification on Non-Applicability of DWS Agreement • Certification on Non-Applicability of Transmission Wheeling Contract • Write-up on IPPA Agreement • Write-up on EPC Contract • Write-up on Project Feasibility Study • Write-up on Wholesale Aggregator Agreement **ERC Case No. 2026-057 RC** • Transmission Service Agreement **ERC Case No. 2026-063 RC**

[13] *Annex 02 includes Annexes "06", "07", "08", "09", "10", "12", "13", "14", "15", "16", "17", "18", "19", "20" and "21"in the Technical Pre-Filing Requirements.*

	• SPI's Certification on Ultimate Parent Company **ERC Case No. 2026-121 RC** • SPI's Amended Articles of Incorporation, SPI's Amended By-Laws, and General Information Sheet for 2026 • Provisional Authority to Operate - 05 11 2026 Sual Power, Inc. (SPI) - 1,294.040 MW Sual CFTPP • SPI's Latest Audited Financial Statement • SPI's Write-up on the Non-Applicability of Rental Agreements • Operations and Maintenance Agreement ***(Confidential)***
"02A"	CDA Amended Articles of Cooperation and By-Laws
"02B"	NEA Certificate of Registration
"03"	Supply-Demand Scenario
"03A"	Details of Existing Suppliers
"03B"	Contract Utilization
"03C"	Average Daily Load Curves
"03D"	Distribution Development Plan
"03E"	Power Supply Procurement Plan
"04"	Matrix of Comparison of TOR and PSA
"05A"	Bid Forms ***(Confidential)***
"05B"	SPI's Generation Rate and Derivation ***(Confidential)***
"05C"	Sample Bill
"05D"	Rate Impact Analysis
"07"	WESM Registration
"11"	Estimation of Potential Reduction in Load
"D" and "E"	Board Resolution No. 122, Series of 2026
"D-1 and E-1"	SPI's Secretary's Certificate – Authority of Counsel to file the PSA and Authority of Affiant to Execute Verification and Certification Against Forum Shopping
"D-2"	SPI's Secretary's Certificate – Authority to Execute the PSA
"H"	Brief Description of the CSP Conducted

"I"	BAC/Joint BAC
"J"	CSP Observers
"K"	Invitation to Bid (ITB)
"L"	Certificate of Conformity from the NEA
"M"	Publication of the ITB
"N"	Posting of the ITB
"O"	Instruction to Bidders
"P"	Terms of Reference (TOR)
"Q" - Series	Pre-bid Conference
"R" - Series	Eligibility Requirements
"S" - Series	Submission of Bids
"T" - Series	Evaluation of Bids
"U" - Series	Award of Contract
"V" - Series	Execution of Contract
"W - Series	Protest Mechanism
"X"	Affidavit to Support Provisional Approval or Interim Relief

PRAYER FOR CONFIDENTIAL TREATMENT OF INFORMATION

48. Pursuant to *Rule 4* of *ERC Revised Rules of Practice and Procedure,* Joint Applicants may request that certain information not be disclosed and be treated as confidential.[14] Pursuant to this, SPI prays for the confidential treatment of the information contained in the **Annexes "02", "05A"** and **"05B".**

49. SPI treats the information contained in the above-mentioned documents, such as sources of funds/financial plans, certifications from bank/lending institutions, generation rate and derivation, cash flow, description of power plant, and fuel supply agreement, as **proprietary** in nature considering that it involves trade secrets reflecting investment and business calculations.

50. These documents are considered as trade secrets contemplated by law and jurisprudence. In the case of *Air Philippines*

[14] Section 1, Rule 4, *Rules of Practice and Procedure* of the Honorable Commission.

Corporation vs. Pennswell, Inc.[15], the Supreme Court defined a trade secret, as follows:

> 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:
>
> (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.[16]

51. The foregoing documents were prepared and developed for the exclusive use of SPI and were designed for its specific use in its power generation business. If the information contained in these documents are disclosed to the public, SPI's competitors or other

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15 G.R. No. 172835, 13 December 2007.

16 *Ibid.*, emphasis supplied.

entities engaged in the power business they will gain undue advantage and could incorporate the said information in their operations. Consequently, the negotiating power of SPI with parties it plans to contract with or who it is currently doing business with will be undermined if it is compelled to disclose such information.

52. Accordingly, Joint Applicants hereby submit one (1) copy of the confidential documents *via:* in a sealed envelope, with the envelope and each page of the document stamped with the word "*Confidential*."[17]

PRAYER FOR PROVISIONAL AUTHORITY OR INTERIM RELIEF

53. Joint Applicants re-plead, by reference, all the foregoing allegations to support its prayer for Provisional Authority (PA) or Interim Relief (IR).

54. Joint Applicants pray for the issuance of a provisional authority or interim relief for the implementation of the PSA pending the issuance of a final decision pursuant to Section 1, Rule 14 of the *ERC Revised Rules of Practice and Procedure*, which provides:

> Section 1. Provisional Authority or Interim Relief. - For applications or petitions covered by Section 1, Rule 6 of these Rules, the Commission may grant either a provisional authority or an interim relief, upon motion included in the application or petition and indicated in the caption thereof that such relief is requested.

55. QUIRELCO is currently procuring power under its recent EPSA that will expire on 25 November 2026.The necessity of the EPSA was due to global geopolitical developments, particularly the ongoing conflict involving Iran, Israel, and the United States that continue to affect global fuel supply and energy prices, thus, expected to cause significant increases in electricity prices in WESM.

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17 In line with the Honorable Commission's rules and regulations, soft copies of the documents covered by the prayer for confidential treatment were password-protected and submitted *via* electronic submission.

56. Without the approval of the PSA and upon expiry of the EPSA, QUIRELCO will be constrained to source its power supply from WESM that has an average rate of PhP8.2234/kWh based on its July 2026 Billing.

57. To mitigate exposure to WESM prices and possible supply interruptions, it is imperative that the PSA be implemented immediately.

58. The PSA was the product of a duly conducted and fully compliant CSP pursuant to *NEA Memorandum No. 2023-057*, *DOE Department Circular No. DC2023-06-0021*, and *ERC Resolution No. 16, Series of 2023*, as amended by *Resolution No. 07, Series of 2026*, ensuring that the resulting rates are transparent, least-cost, and beneficial to MCOs.

59. The Levelized Cost of Energy of PhP5.9078/kWh offered by SPI, stands as the first ranked lowest calculated bid among two (2) Winning Bidders, and falls within the declared ceiling price of PhP6.3000/kWh for Lot 1. This rate is reasonable and advantageous to consumers as it will reduce QUIRELCO's effective generation charge and stabilize its power supply portfolio.

60. The General Manager of QUIRELCO, Cesar P. Gulla, executed an Affidavit of Merit to further support the prayer for the issuance of PA or IR.

PRAYER

WHEREFORE, premises considered, Joint Applicants**,** respectfully pray unto the Honorable Commission to:

1. **APPROVE** the **JOINT APPLICATION** and **PSA** including all the rates, fees, charges and tariff adjustment mechanisms set out therein, and authorizing QUIRELCO to charge and collect the fees therein from its customers reckoned from the commencement of the power supply by the Joint Applicants;

2. **ISSUE** a Provisional Authority or Interim Relief, as the case may be, authorizing the immediate implementation of the PSA;

and

3. **TREAT** Annexes **"02", "05A", and "05B"** inclusive of their submarkings, and the information contained therein as confidential and **DIRECT** their non-disclosure to persons other than the necessary officers and staff of this Honorable Commission in accordance with *Section 2, Rule 4 of the Rules of Practice and Procedure.*

Other reliefs, just and equitable under the premises, are likewise being prayed for.

Pasig City 01 October 2026.

[Signature pages follow.]

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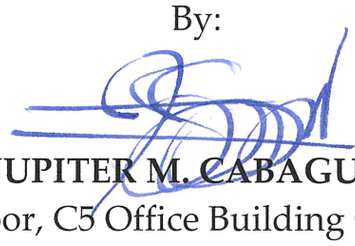
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MCLE Compliance No. VIII- 0011670/ 08 August 2024

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IBP No. 569620/ 12-22-25/ Pasig City
MCLE Compliance No. VIII – 0011677/ 08 August 2024

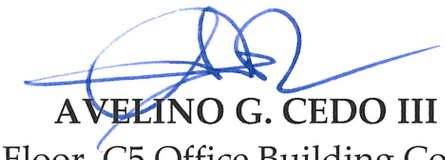
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PTR No. 4006811/ 01-09-26/ Pasig City
IBP No. 578373/ 12-30-25/ Tarlac
MCLE Compliance No. VIII -0026824/ 10 April 2025.

SUAL POWER INC. (SPI)[18]

By:



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IBP Lifetime No. 010380 / PPLM Chapter
MCLE Compliance No. VIII - 0029077 valid until 14 April 2028
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PTR No. 3978000 / 05 January 2026 / Pasig City
IBP Invoice No. 536845 / 07 January 2026 /
Central Luzon Bulacan Chapter
MCLE Compliance No. VIII-0016943 valid until 14 April 2028
Roll No. 39024

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18 Other registered email: regulatorycompliance@smcgph.sanmiguel.com.ph

VERIFICATION AND CERTIFICATION AGAINST FORUM SHOPPING

I, **CESAR P. GULLA,** of legal age, Filipino and with office address at Aurora East, Diffun, Quirino, after having been duly sworn in accordance with law, hereby depose and state, that:

1. I am the authorized representative of **QUIRINO ELECTRIC COOPERATIVE (QUIRELCO),** co-Applicant in this case, as per Board Resolution No. 21 series of 2026;

2. I caused the preparation and filing of this *Joint Application with Prayer for Confidential Treatment of Information* and have read the contents thereof, and, based on my own personal knowledge, belief and on authentic records of QUIRELCO, all the allegations contained therein 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. QUIRELCO 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

4. Should I 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, I have hereunto affixed my signature this October 12, 2026 in Diffun, Quirino.

CESAR P. GULLA
Affiant

SUBSCRIBED AND SWORN to before me this 12 OCT 2026 in DIFFUN, QUIRINO. Affiant exhibited to me his LTO Driver's License ID number B07-91-000146, valid until November 10, 2033.

Doc. No. 253;
Page No. 52;
Book No. XIII;
Series of 2026.

ATTY. DENVER D. PADRIGO
NOTARY PUBLIC
Appointment No. 09-2025
valid until December 31, 2027
Roll of Attorney's No. 86808
IBP O.R. No. INV 571284; 12/24/25
MCLE Compliance No. VIII-0024244
valid until April 14, 2028
PTR O.R. No.8961242; Diffun, Quirino

VERIFICATION AND CERTIFICATION OF NON-FORUM SHOPPING

I, **ELENITA D. GO**, Filipino, of legal age, and with office address at the 5th Floor, 100 Eulogio Rodriguez Jr. Avenue C5 Road (North Bound) Pasig City, after having been duly sworn to in accordance with law, hereby depose and state, that:

1. I am the authorized representative of Sual Power Inc. ("SPI") a co-applicant in the Joint Application for Approval of the Power Supply Agreement between Quirino Electric Cooperative ("QUIRELCO") and SPI;

2. I have caused the preparation and filing of the Joint Application and that I have read the contents thereof and aver that all the factual/legal allegations contained therein are true and correct based on my personal knowledge and/or on authentic documents/official records;

3. 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 likewise have evidentiary support after a reasonable opportunity for discovery; and,

4. I hereby certify that SPI has not filed/commenced any action or proceeding arising from the same issues raised in the Joint Application before the Supreme Court, Court of Appeals, or any other courts or tribunals or quasi-judicial bodies/agencies and to the best of my knowledge, no such other similar action or claim is pending therein. If ever there is a case pending before the said courts or tribunals involving the same issues, I undertake to inform the Honorable Energy Regulatory Commission of such fact within five (5) calendar days from knowledge thereof.

I am executing this undertaking in support of the Joint Application and the veracity of the allegations therein as well as for any other legal purpose this may serve.

IN WITNESS WHEREOF, I have hereunto set my hand this OCT 01 2026 at Pasig City.

ELENITA D. GO
Affiant

SUBSCRIBED AND SWORN to before me this OCT 01 2026 in Pasig City. Affiant personally appeared and exhibited to me her Philippine Passport No. P1876103B issued on June 7, 2019 at the DFA NCR East as her competent proof of identity and with affiant waiving the right to receive a duplicate and original electronic copy of the Verification and Certification of Non-Forum Shopping in effect waiving any objection to the completeness of the reproduction of the same.

Doc. No.: 237;
Page No.: 49;
Book No.: X;
Series of 2026.

BUWIS SA RENTAS INTERNAS DSK2025 21639344 30 PISO DOKUMENTARYO 30 PISO OCT 01 2026

RUDILICIA P. ESPIRITU
NOTARY PUBLIC
ROLL NO. 53391
PASIG CITY, PHILIPPINES

RUDILICIA P. ESPIRITU
Commision No. 274 (2025-2026)
Notary Public for Pasig City
Until December 31, 2026
5th Floor, C5 Office Building Complex.
#100 E Rodriguez Jr. Ave., C5 Road,
Bo. Ugong, Pasig City 1604, Metro Manila
Roll No. 53391
PTR No. 3977998; January 5, 2026 / Pasig City
IBP Life Member Roll No. 13322 / Camarines Sur Chapter
MCLE Compliance No. VIII-0019485; Valid until April 14, 202