Republic of the Philippines
ENERGY REGULATORY COMMISSION
Pasig City

IN THE MATTER OF THE JOINT APPLICATION FOR THE APPROVAL OF THE POWER SUPPLY AGREEMENT BETWEEN MANILA ELECTRIC COMPANY AND GIGASOL3, INC., WITH PRAYER FOR ISSUANCE OF PROVISIONAL AUTHORITY AND/OR INTERIM RELIEF WITH MOTION FOR CONFIDENTIAL TREATMENT OF INFORMATION

MERALCO
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ERC CASE NO. 2024-118 RC

MANILA ELECTRIC COMPANY AND GIGASOL3, INC.,
Applicants.
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Promulgated:
October 01, 2024

ORDER

On 23 September 2024, the Manila Electric Company (MERALCO) and Gigasol3, Inc. (GIGASOL3) filed their *Joint Application* dated 03 September 2024, seeking the Commission's approval of their Power Supply Agreement (PSA), with prayer for issuance of provisional authority and/or interim relief and motion for confidential treatment of information.

The pertinent allegations in the *Joint Application* are hereunder quoted, as follows:

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I. THE APPLICANTS

A. MERALCO

1. Applicant MERALCO is a private corporation existing under the laws of the Republic of the Philippines, with principal office located at Lopez Building, Ortigas Avenue, Brgy. Ugong, Pasig City. It may be served with notices and other processes of this Honorable Commission through its counsel at the address indicated herein.

2. MERALCO has a legislative franchise to operate and maintain a distribution system in the cities/municipalities of Metro Manila, Bulacan, Cavite and Rizal and certain cities/municipalities/barangays in Batangas, Laguna, Quezon and Pampanga, pursuant to Republic Act No. 9209, and is authorized to charge all its customers for their electric consumption at the rates approved by the Honorable Commission.

B. GIGASOL3

3. Applicant GIGASOL3 is a corporation duly organized and existing under the laws of the Philippines, with principal place of business at Gigasol Palauig, Barangay Salaza, Palauig, 2210 Zambales. It may be served with notices and other processes of this Honorable Commission through its counsel at the address indicated herein.

4. GIGASOL3 owns, operates, manages, and maintains the Palauig Solar Power Plant located at Brgys. Salaza and Cauyan, Palauig, Zambales, and administers the output of the Alaminos Solar Power Plant located at Brgys. San Andres and San Juan, Alaminos, Laguna, on the island of Luzon in the Philippines (the "Plant").

II. STATEMENT OF FACTS AND TIMELINESS

5. In accordance with MERALCO's latest and duly accepted Distribution Development Plan and posted Power Supply Procurement Plan ("PSPP") approved by the Department of Energy ("DOE"), MERALCO foresees a renewable energy mid-merit capacity deficit in its portfolio for the Renewable Portfolio Standards ("RPS") covering 350 MW_{AC} (net) and 150 MW_{AC} (net) based on its power situation outlook for first quarter of 2025 and first quarter of 2026, respectively.

6. Thus, in order to ensure continuous and reliable electricity for MERALCO's customers, there is a need for MERALCO to source additional mid-merit capacity through bilateral power supply contracts.

7. Under Section 45(b) of Republic Act No. 9136 (EPIRA), it is provided that "Distribution Utilities may enter into bilateral power supply contracts subject to review by the ERC xxx."

8. Accordingly, pursuant to Section 4, Article IV of the Energy Regulatory Commission's ("ERC") Resolution No. 16, Series of 2023 ("ERC CSP Guidelines"), MERALCO conducted a Competitive Selection Process ("CSP") for the procurement of 500 MW_{AC} (net) renewable energy mid-merit supply requirement. The conduct of CSP proceeded as follows:

    8.1. On 6 May 2024, MERALCO submitted to the DOE, the Invitation to Bid ("ITB")/Terms of Reference ("TOR") for its 350 MW_{AC} (net) Requirement Effective March 2025 to increase by 150 MW_{AC} (net) Effective March 2026 (collectively referred to as the "500 MW RE CSP"), to request for issuance of a Certificate of Conformity in accordance with MERALCO's latest and duly accepted Distribution Development Plan and posted PSPP, pursuant to Section 4.3 of DOE Department Circular No. DC2023-06-0021, Series of 2023 and Section 5, Appendix B of the ERC CSP Guidelines.

    8.2. On 20 May 2024, the DOE issued in favor of MERALCO a Certificate of Conformity No. DOE-EPIMB-COC-2024-05-004 dated 17 May 2024 (the "DOE COC") covering MERALCO's 500 MW_{AC} (net) renewable energy mid-merit supply requirement, which MERALCO received on the same day and endorsed to its Bids and Awards Committee for Power Supply Agreements ("BAC-PSA") for commencement of the 500 MW RE CSP. On the same day, pursuant to requirements provided in the ERC CSP Guidelines, the BAC-PSA Secretariat furnished the ERC a copy of the DOE COC and formally notified the DOE (copy furnished the ERC) of the commencement of the 500 MW RE CSP in relation to the DOE COC.

    8.3. On 25 May 2024 and 1 June 2024, the BAC-PSA caused the publication of the ITB in The Philippine Star, a newspaper of general circulation in the Philippines. The ITB contained the TOR, a summary of the process and timelines of the CSP, and invitation to power generation companies to pay the Participation Fee and submit an Expression of Interest and set of documents on or before the deadline set out in said ITB. The ITB and the TOR were likewise posted on MERALCO's website and on the DOE e-based CSP Portal.

    8.4. On 25 May 2024, MERALCO posted on its website, an "Invitation to Participate as CSP Observers," which informed the public that the following entities or groups identified in Section 9 of the ERC CSP Guidelines are invited to signify to the BAC-PSA of their interest to participate as observer. On 7 June 2024, two (2) CSP Observers submitted their intent to (and were admitted by) the BAC-PSA as CSP Observers.

    8.5. On 14 June 2024, a Pre-Bid Conference was held to allow interested bidders an opportunity to clarify any provisions, requirements, and/or terms and conditions of

the bidding documents and/or any other matter that the interested bidders may raise. The Pre-Bid Conference was held at least thirty (30) calendar days before the 500 MW RE CSP's bid submission deadline; was attended by CSP Observers; and was broadcasted livestream in MERALCO's YouTube page.

8.6. On 17 July 2024, the bidders submitted their bid document submissions in compliance with all the bidding instructions for the 500 MW RE CSP and the respective submissions of the bidders were opened by the BAC-PSA. The bid submission and bid opening were held at least forty-five (45) days after the ITB/TOR's last publication and were attended by CSP Observers and were broadcasted livestream in MERALCO's YouTube page.

8.7. Following the BAC-PSA's evaluation of each of the bidders' bid submissions, Applicant GIGASOL3 emerged as one of the bidders with the lowest calculated responsive bid ("Best Bid"), with GIGASOL3 offering 139 MW_{AC} (net) out of the required contract capacity of 500 MW_{AC} (net) for the said bidding.

8.8. On 24 July 2024, the BAC-PSA conducted the post-qualification of the document submissions of GIGASOL3 and found the submissions to be compliant with and are responsive to all the requirements and conditions specified in the bidding documents, as amended, or clarified by pertinent bid bulletins, for the 500 MW RE CSP. The post-qualification was attended by CSP Observers. and was broadcasted livestream in MERALCO's YouTube page.

8.9. On 25 July 2024, the BAC-PSA submitted its recommendation and report to MERALCO's Board of Directors recommending GIGASOL3, as one of the bidders with the best bids in the 500 MW RE CSP, to be declared as one of the Winning Power Suppliers and be awarded a power supply agreement for its offer of PhP8.1819/kWh (total Delivered Headline Rate, VAT and Line Rental exclusive) for 139 MW_{AC} (net).

8.10. On 29 July 2024, MERALCO's Board of Directors approved the BAC-PSA's recommendation and on 31 July 2024, a Notice of Award was issued by the BAC-PSA in favor of GIGASOL3.

8.11. On 21 August 2024, the Power Supply Agreement between MERALCO and GIGASOL3 was dated, signed and executed ("MERALCO-GIGASOL3 PSA"). On 19 August 2024, a performance bond was submitted by GIGASOL3 and a Notice to Proceed was issued in its favor on 22 August 2024.

A copy of the BAC-PSA Summary-Report and the DOE COC regarding the conduct of the 500 MW_{AC} (net) CSP are attached hereto as ANNEXES "C" and "C-1".

9. The said Joint Application together with its Annexes was pre-filed with the Honorable Commission starting on 3 September 2024. Hence, this Joint Application is timely filed within the reglementary period provided under the ERC CSP Guidelines.

III. SALIENT FEATURES OF THE MERALCO-GIGASOL3 PSA

10. The MERALCO-GIGASOL3 PSA, a copy of which is attached as ANNEX "D" and made an integral part hereof, contains the following salient provisions:

"Article 1 Definitions and Interpretation

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Availability of Supply means one hundred percent (100%) of the Contract Capacity is dispatchable during the Available Hours.

Available Hours means the continuous periods of twelve (12) hours from Mondays to Sundays covering peak hours of 9:00 AM (Trading Interval 10) to 9:00 PM (Trading Interval 21). The above-mentioned hours are Meralco's peak hours at present, but this may change during Required Contract Period upon mutual consent of both Parties.

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Contract Capacity or CC shall be: (i) 10 MW_{AC} (net) by February 26, 2025, and (ii) an additional 129 MW_{AC} (net), resulting in a total of 139 MW_{AC} (net) by February 26, 2026, sourced from the Plant, the WESM or any other source, as may be adjusted from time to time in accordance with Article 8 and Article 19.

xxx

Material Adverse Government Action means:

(a) any Law or Directive coming into effect after the signing of this Agreement, including the adoption or enactment, or any change or repeal with respect to the imposition of taxes, duties, levies, fees, charges and similar impositions, and the right to remit or convert currencies. This does not include any Legal Requirement or the application or interpretation thereof in existence at the date of the signing of this Agreement, but which by its explicit terms or due to any other circumstance, became effective or could be implemented only after the date of this Agreement; or

(b) the amendment, modification, repeal or withdrawal of any Law or Directive (including any official interpretation thereof which the Parties have relied upon in entering into this Agreement) in force at the date of this Agreement; or

(c) the modification in the application, enforcement, interpretation or implementation of any Law or Directive by a Governmental Instrumentality which the Parties have relied upon in entering into this Agreement, which modification occurred at any time after the date of this Agreement,

which causes or may cause serious damage to, or materially and adversely affects the financial condition of, any of the Parties. It is understood that there is serious damage to, or material and adverse effect on the financial condition of, a Party if the cost impact is more than ten percent (10%) of the product of (i) PhP8.9600/kWh[1], as may be approved by the ERC, and (ii) the Minimum Energy Off-Take for the relevant Contract Year affected by the Material Adverse Government Action.

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2.2. Term of Agreement

2.2.1. Subject to Article 3, this Agreement shall become effective on the Execution Date.

2.2.2. The term of this Agreement (the "Term") shall commence on the Operations Effective Date (Phase 1), and shall expire on the last day of the tenth (10th) Contract Year of Operations Effective Date (Phase 2), unless terminated earlier in accordance with the terms of this Agreement and upon approval by the ERC, or extended by the application of Section 15.3.2.

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3.2. Operations Effective Date

Subject to Section 3.2.2, the obligations of Power Supplier with respect to 10 MW_{AC} (net) of the Contract Capacity and Associated Energy shall commence on February 26, 2025 (the "Operations Effective Date (Phase 1)"); and additional 129 MW_{AC} (net) shall commence on February 26, 2026 (the "Operations Effective Date (Phase 2)"). For clarity, the total Contract Capacity by February 26, 2026 shall be 139 MW_{AC} (net).

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4.1. Supply of Power

Subject to the terms and conditions of this Agreement:

4.1.1 From the Operations Effective Date until the expiration of the Term or earlier termination of this Agreement:

[1] Contract Price of Energy Within MEOT as defined in Schedule 1 of Appendix D of the MERALCO-GIGASOL3 PSA.

(a) Power Supplier shall make available to Meralco during the Available Hours, the Contract Capacity to be sourced from the Plant, WESM or any other source, and deliver and sell to Meralco the Associated Energy, at the Contract Price determined in accordance with Appendix D; and

(b) Meralco shall purchase from Power Supplier, to the extent of Meralco's relevant day-ahead nominations, the MEOT, and at its option, the Excess Energy, at the Contract Price determined in accordance with Appendix D.

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Article 7. Outages

7.1 Power Supplier shall not be entitled to any Outage during the Term of this Agreement. For clarity, this means that notwithstanding Outage of the Plant, Power Supplier shall make available the Contract Capacity and deliver the Associated Energy to Meralco.

7.2 The preceding Section notwithstanding, Power Supplier shall furnish Meralco its proposed Major Maintenance Outage and Scheduled Outage, inclusive of the duration thereof and schedule of completion and start-up. From time to time, Power Supplier shall inform Meralco of any changes requested by Power Supplier from the System Operator in the schedule of its Major Maintenance Outage and Scheduled Outage including possible delays in the shut-down and completion of schedules or early completion of Major Maintenance Outage and Scheduled Outage. Failure of Power Supplier to provide its Major Maintenance Outage and Scheduled Outage shall preclude Power Supplier from invoking Article 15.

7.3 In case Power Supplier fails to make available the Contract Capacity and deliver the Associated Energy to Meralco due to unavailability of supply from its Plant, WESM, and any other source, Power Supplier shall pay a fine equivalent to Nine Hundred Eight Philippine Peso (PhP 908.00) multiplied by each MWh during a Day, which shall be used to reduce the generation charge to the consumers. For the avoidance of doubt, in case Power Supplier fails or refuses to supply Contract Capacity and Associated Energy despite availability thereof, then Section 16.3.3. shall apply.

Article 8. Adjustments in Contract Capacity and Associated Energy

8.1. Subject to the provisions of Section 9.2 below, Meralco shall, from time to time, be entitled to a reduction in the Contract Capacity and Associated Energy (the "Reduction in Contract Capacity and Associated Energy") equivalent to the reduction in the demand of its captive customers in order to avoid stranded contract capacities or costs, or by reason of the enforcement of Retail Competition and Open Access (RCOA), the Renewable Energy Law, Renewable

Portfolio Standards (RPS), Green Energy Option Program (GEOP), Net Metering program, and other similar government programs, Laws and Legal Requirements.

8.2. Meralco shall give a written notice at least five (5) Days prior to the first Day of the next Billing Period to Power Supplier specifying the Reduction in Contract Capacity and Associated Energy pursuant to Section 9.1, indicating when such reductions shall take place. Upon receipt by Power Supplier of such written notice, Meralco shall cease to have any rights and obligations under this Agreement in respect of such Reduction in Contract Capacity and Associated Energy. Any such reduction shall be limited to the extent of the Contract Capacity and Associated Energy that will allow Meralco to comply with its obligation to supply electricity in the least cost manner to its customers as of the date indicated in the notice when such Reduction in Contract Capacity and Associated Energy shall commence. Except for such Reduction in Contract Capacity and Associated Energy and the resulting reduction in Capacity Payment, all other terms and conditions of this Agreement, as approved by the ERC, shall remain in full force and effect. For this purpose, Parties shall execute an operations protocol and provide a copy thereof to the ERC.

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12.2 ERC Approval

12.2.1 Subject to the non-occurrence of the Longstop Date, upon receipt of the ERC Approval, Meralco shall provide a copy of such ERC Approval to Power Supplier. Power Supplier shall have ten (10) Days from its receipt from ERC or from Meralco of such ERC Approval, whichever is earlier, to notify Meralco in writing that: (a) it accepts such ERC Approval or (b) it does not accept the ERC Approval, stating the grounds for non-acceptance; *provided* that, if the ERC Approval does not contain any adjustment or modification, the ERC Approval shall be (i) deemed accepted by Power Supplier and (ii) implemented by the Parties immediately.

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IV. GENERATION RATE IMPACT

11. Based on the foregoing, and given a certain set of assumptions, the effective rate under the MERALCO-GIGASOL3 PSA for both Operations Effective Date (Phase 1, 10 MW_{AC} [net] Contract Capacity only) and (Phase 2, full 139MW MW_{AC} (net) Contract Capacity), is the same, at PhP 8.1819 per kWh (at plant gate, VAT exclusive), as shown in the RATE IMPACT ANALYSES below:

Table 1:
Operations Effective Date (Phase 1, 10 MW_{AC} [net] Contract Capacity only)

Gigasol3, Inc. (Gigasol3, 10 MW) PSA Rate Impact at 50% PCF
March 2025 to February 2026

BILLING COMPONENT	UNIT	BASE RATE [a]	BILLING DETERMINANT [b]		AMOUNT (PHP)
A. MEOT Energy Payment **(MEP)**					
Peso Portion	(Php/kWh)	8.9600	39,420,000	(kWh)	353,203,200.00
B. Excess Energy Payment **(EEP)**					
Peso Portion	(Php/kWh)	1.1791	4,380,000	(kWh)	5,164,615.68
Total Payment (VAT exclusive)	**(Php)**				**358,367,815.68**
Effective Rate at Plant Gate	**(Php/kWh)**				**8.1819**
WESM Line Rental Rate [c]	**(Php/kWh)**				**0.0000**
Delivered Rate (VAT exclusive)	**(Php/kWh)**				**8.1819**
Total Effective Cost if sourced from WESM inclusive of RECs	(Php/kWh)				10.3260
Effective Cost if sourced from WESM [d]	(Php/kWh)				10.0844
Effective Cost if RECs are sourced from REM [e]	(Php/kWh)				0.2416
Increase / (Decrease) over WESM Price inclusive of RECs	(Php/kWh)				(2.1440)
Meralco Captive Energy Demand [f]	(kWh)				38,719,831,373.92
Increase / (Decrease) in Generation Cost	**(Php)**				**(93,909,232.32)**
Increase / (Decrease) in Generation Cost	**(Php/kWh)**				**(0.0024)**

NOTES:

[a] Base Rates as set forth in Schedule 1 of the PSA.

[b] Total of energy billing determinant is based on 50% pcf with respect to the Contract Capacity.

[c] Line Rental rate for Gigasol3 is based on the maximum allowable value as stated in the PSA.

[d] Cost if equivalent volume of Gigasol3 was sourced from the WESM based on forecasted average hourly peak prices from March 2025 to February 2026.

[e] Maximum allowable price of RECs in the RE Market as stated in ERC Resolution No. 8, Series of 2024

[f] Forecasted Meralco Captive Energy for March 2025 to February 2026 based on 2024 Power Supply Procurement Plan as submitted to DOE.

Table 2:
Operations Effective Date (Phase 2, full 139 MWAC [net] Contract Capacity)

Gigasol3, Inc. (Gigasol3) PSA Rate Impact at 50% PCF
March 2026 to February 2027

BILLING COMPONENT	UNIT	BASE RATE [a]	BILLING DETERMINANT [b]		AMOUNT (PHP)
A. MEOT Energy Payment **(MEP)**					
Peso Portion	(Php/kWh)	8.9600	547,938,000	(kWh)	4,909,524,480.00
B. Excess Energy Payment **(EEP)**					
Peso Portion	(Php/kWh)	1.1791	60,882,000	(kWh)	71,788,157.95
Total Payment (VAT exclusive)	**(Php)**				**4,981,312,637.95**
Effective Rate at Plant Gate	**(Php/kWh)**				**8.1819**
WESM Line Rental Rate [c]	**(Php/kWh)**				**0.0000**
Delivered Rate (VAT exclusive)	**(Php/kWh)**				**8.1819**
Total Effective Cost if sourced from WESM inclusive of RECs	(Php/kWh)				8.4565
Effective Cost if sourced from WESM [d]	(Php/kWh)				8.2149
Effective Cost if RECs are sourced from REM [e]	(Php/kWh)				0.2416
Increase / (Decrease) over WESM Price inclusive of RECs	(Php/kWh)				(0.2745)
Meralco Captive Energy Demand [f]	(kWh)				40,588,918,756.95
Increase / (Decrease) in Generation Cost	**(Php)**				**(167,149,339.25)**
Increase / (Decrease) in Generation Cost	**(Php/kWh)**				**(0.0041)**

NOTES:

[a] Base Rates as set forth in Schedule 1 of the PSA.

[b] Total of energy billing determinant is based on 50% pcf with respect to the Contract Capacity.

[c] Line Rental rate for Gigasol3 is based on the maximum allowable value as stated in the PSA.

[d] Cost if equivalent volume of Gigasol3 was sourced from the WESM based on forecasted average hourly peak prices from March 2026 to February 2027.

[e] Maximum allowable price of RECs in the RE Market as stated in ERC Resolution No. 8, Series of 2024

[f] Forecasted Meralco Captive Energy for March 2026 to February 2027 based on 2024 Power Supply Procurement Plan as submitted to DOE.

12. MERALCO notes that starting at the Operations Effective Date (Phase 1, 10 MW_{AC} [net] Contract Capacity only), the delivered rate of PhP 8.1819 per kWh (line rental inclusive and VAT exclusive), is lower by about PhP 2.1440 per kWh than the total effective cost of PhP 10.3260 per kWh (inclusive of price of Renewable Energy Certificates), if the equivalent capacity under the MERALCO-GIGASOL3 PSA is to be sourced from the Wholesale Electricity Spot Market ("WESM"). By sourcing the capacity through the MERALCO-GIGASOL3 PSA, MERALCO's average blended generation rate will be reduced by about PhP 0.0024 per kWh (as seen in Table 1 of the RATE IMPACT ANALYSIS above) resulting in savings to consumers of about PhP 93 Million.

13. Furthermore, starting at the Operations Effective Date (Phase 2, full 139 MW_{AC} (net) Contract Capacity), the delivered rate of PhP 8.1819 per kWh (line rental inclusive and VAT exclusive), is lower by PhP 0.2745 per kWh than the effective cost of PhP 8.4565 per kWh (inclusive of price of Renewable Energy Certificates), if the equivalent capacity under the MERALCO-GIGASOL3 PSA is to be sourced from the WESM. By sourcing the capacity through the MERALCO-GIGASOL3 PSA, MERALCO's average blended generation rate will be reduced by about PhP 0.0041 per kWh (as seen in Table 2 of the RATE IMPACT ANALYSIS above) resulting in savings to consumers of about PhP 167 Million.

14. In support of this Joint Application, the Judicial Affidavit of Engr. Wesley M. Navarro, Energy Sourcing Engineer of MERALCO's Energy Sourcing – Energy Resource Planning, is attached as ANNEX "E" and made an integral part hereof. The Judicial Affidavit of Mr. Ignacio Francisco K. Gonzalez, Vice President – Commercial Operations assigned to GIGASOL3, is attached as ANNEX "L" and made an integral part hereof.

V. COMPLIANCE WITH DOCUMENTARY REQUIREMENTS

15. Likewise, in support of the instant Joint Application, the Applicants provide the following documents, which underwent the pre-filing conference and pre-filing marking of annexes with the Honorable Commission:

Description of Document	Annex
A. Applicants' Authority	
MERALCO's Secretary's Certificate	"A"
GIGASOL3's Secretary Certificate	"B"
B. MERALCO's Documents	
BAC-PSA Summary-Report regarding the conduct of the CSP	"C"
DOE Certificate of Conformity No. DOE-EPIMB-COC-2024-05-004 dated 17 May 2024	"C-1"
MERALCO-GIGASOL3 PSA	"D"
Executive Summary	"D-1"
Judicial Affidavit of MERALCO's witness,	"E"

Engr. Wesley M. Navarro, Energy Sourcing Engineer of MERALCO's Energy Sourcing – Energy Resource Planning	
MERALCO's Articles of Incorporation and By-Laws (SEC-certified true copy)	"F"
MERALCO's Latest General Information Sheet ("GIS") (SEC-certified true copy) Verified Certification of True Copies of MERALCO's Articles of Incorporation, By-Laws, and GIS and of MERALCO's Ultimate Parent Company, all of its subsidiaries and affiliates	"G" "G-1"
MERALCO's Demand Side Management Program	"H"
Write-up on the Non-Applicability of National Power Corporation ("NPC") Certification regarding whether or not Transition Supply Contract ("TSC") capacity and energy is expected to be available during the contractual period	"I"
• Excerpt of MERALCO's Distribution Development Plan – Power Supply Procurement Plan (Supply and Demand Scenario); • Average Daily Load Curve scenarios • Details of Existing Suppliers • Details of Power Supply Contract Utilization • Details of SAIDI and SAIFI • Estimation of the potential for a reduction in load supplied by MERALCO due to RCOA, GEOP, etc.	"J" "J-1" "J-2" "J-3" "J-4" "J-5"
Documents showing MERALCO's conduct of CSP	"K" and series
C. GIGASOL3's Documents	
Judicial Affidavit of Mr. Ignacio Francisco K. Gonzalez	"L"
GIGASOL3's Articles of Incorporation and By-laws	"M"
GIGASOL3's General Information Sheet	"N"
GIGASOL3's Certification on the list of Board of Directors of the ultimate parent company, subsidiaries, and affiliates	"O"
GIGASOL3's Certificate of Registration	"P"
GIGASOL3's Financial Model *(Confidential)*	"Q"
GIGASOL3's Sample Computation of Power Rates *(Confidential)*	"R"
GIGASOL3's Write up on the Shareholder's Agreement	"S"

VI. ALLEGATIONS IN SUPPORT OF THE MOTION FOR CONFIDENTIAL TREATMENT OF INFORMATION

16. Under Rule 4 of ERC's Revised Rules of Practice and Procedure ("RRPP"), a party to any proceeding before the Honorable Commission may request that certain information not be disclosed and be treated as confidential, by describing with particularity the information to be treated as confidential, specifying the ground for the claim of confidential treatment of the information and, if applicable, specifying the period during which the information must not be disclosed.

17. With respect to the following documents marked as ANNEXES "Q" and "R", GIGASOL3 respectfully moves that these be treated as confidential and not be disclosed to any party for the reason that these contain non-public, proprietary information, data and calculations involving the investments, financial calculations, and business operations of GIGASOL3. The data and information contained therein are part of the overall formula and process in arriving at the competitive rates of GIGASOL3. These formula and process are specifically developed for the use of GIGASOL3 and are treated as trade secrets. If the information contained in these documents are unduly disclosed, it will seriously prejudice the competitiveness of GIGASOL3. These documents are neither generally available to the public nor already in the possession of the Honorable Commission on a non-confidential basis.

18. In the case of Air Philippines Corporation vs. Pennswell Inc,[2] the Supreme Court defined "trade secret" as follows:

> *"A trade secret is defined as a plan or process, tool, mechanism or compound known only to its owner and those of his employees to whom it is necessary to confide it. The definition also extends to a secret formula or process not patented, but known only to certain individuals using it in compounding some article of trade having commercial value. 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 advantage over competitors who do not possess the information. Generally, a trade secret is a process or device intended for continuous 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."* (Emphasis supplied.)

19. The protection of trade secrets is likewise recognized by the Honorable Commission in its Decision in ERC Case No. 2015-111 RC:

> *"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. The prices cited in the documents were components of the proposed tariff. In fact, all three (3) documents were used by the Commission in evaluating the reasonableness of the proposed rate. In electric power industry [where] prices is a major consideration in selecting one's supplier, it is apparent that the assumption used in arriving at one's proposed tariff is considered a competitive leverage by one player against its competitors.*
>
> *Thus, the Commission resolved to treat the said documents confidential and may not be publicly disclosed."*[3]

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

3 *In the Matter of the Application for the 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) with Prayer for Provisional Authority,* ERC Case No. 2015-111 RC, Decision dated 30 May 2017, p. 26.

20. GIGASOL3 hereby submits one (1) copy of the foregoing confidential documents in a sealed envelope, with the envelope and each page of the documents marked "Confidential."

21. The interest of the consumers of MERALCO is sufficiently protected by the review and evaluation of the rates under the PSA by the Honorable Commission, without the need to disclose the contents of ANNEXES "Q", and "R". The reasonableness and transparency of the prices of electricity is to be assured by the Honorable Commission through its own review and verification of the foregoing documents sought to be afforded confidential treatment in the evaluation and handling thereof.

22. Lastly and corollary to the foregoing, GIGASOL3 would like to implore the discerning wisdom of the Honorable Commission to include in its issuance for this purpose the "procedures for handling or returning the confidential information, as may be appropriate, upon the close of the proceedings." (Sec. 2, Rule 4, ERC's RRPP)

23. This is guided by the fact that GIGASOL3 will seek for the return of these sought to be declared confidential annexes after its utilization as evidence in this case and/or at the close of the proceedings hereof, so as to relieve the Honorable Commission of the burden of safekeeping the trade secrets of GIGASOL3 enclosed in the subject annexes.

ALLEGATIONS IN SUPPORT OF THE PRAYER FOR PROVISIONAL AUTHORITY OR INTERIM RELIEF

24. Under Rule 14 of the ERC RRPP, the Honorable Commission is authorized to issue provisional authority or interim relief prior to a final decision, provided the facts and circumstances alleged warrant such remedy.

25. As earlier stated, in accordance with MERALCO's latest and duly accepted DDP and posted PSPP approved by the DOE, MERALCO foresees a renewable energy mid-merit capacity deficit in its portfolio for the RPS covering 350 MW_{AC} (net) Requirement (starting 26 February 2025) and to increase by 150 MW_{AC} (net) (starting 26 February 2026) - or a total of 500 MW_{AC} (net) mid-merit capacity deficit. If this deficiency is not addressed through the grant of provisional authority or interim relief, MERALCO's customers stand to be exposed to the volatile prices of the WESM equivalent to the considerable volume of the subject MERALCO-GIGASOL3 PSA – which is crucial at the start of the summer season of 2025 (i.e., 26 February 2025) and 2026 (i.e., 26 February 2026).

26. Moreover, if this deficiency is not addressed through the grant of provisional authority or interim relief, MERALCO stands to be at risk of fines and penalties for non-compliance with its RPS requirements mandated by the DOE.

27. As shown from the rate impact analysis, the MERALCO-GIGASOL3 PSA reflects the most beneficial generation charges with a resultant estimated generation rate reduction of PhP 0.0024 per kWh starting March 2025 and about PhP 0.0041 per kWh starting the following year, March 2026.

28. The implementation of the MERALCO-GIGASOL3 PSA will afford MERALCO's end-users with a reliable supply of electricity at reasonable rates.

29. Pursuant to the ERC RRPP, this Honorable Commission may exercise its discretion by granting provisional authority and/or interim relief prior to a final decision.

30. Therefore, MERALCO and GIGASOL3 request for the grant of provisional authority or interim relief for MERALCO and GIGASOL3 to implement the MERALCO-GIGASOL3 PSA, including the rates and tariff structure thereof under the subject PSA.

PRAYER

WHEREFORE, premises considered, Applicants respectfully pray that the Honorable Commission:

a) During the pendency of the proceedings/scheduled hearing(s) and before the final resolution/approval of this case, that an Order be issued for the GRANT of:

a. a *Provisional Authority or Interim Relief* allowing the Applicants to immediately implement the PSA subject of this case in its entirety;

b. a *Directive* affording Annexes "Q" and "R" *confidential treatment* in the handling and evaluation thereof from the time these annexes are received by the Honorable Commission up to the termination of the instant case by continuously protecting the said information from public disclosure by maintaining the same as separate and apart from the records of the case, and ensuring that these are not divulged to unauthorized persons other than the concerned staff and officers of the Honorable Commission; and,

c. an *Issuance* concerning the procedures for handling the confidential information upon the close of the proceedings and its return/delivery to GIGASOL3.

b) After hearing on the merits, render a Decision APPROVING the MERALCO-GIGASOL3 PSA and the terms and conditions thereunder, including the price.

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

Finding the said *Joint Application* to be sufficient in form and with the required fees having been paid, the Commission hereby sets the same for determination of compliance with the jurisdictional requirements, expository presentation, Pre-Trial Conference, and presentation of evidence on the following dates and online platform for the conduct thereof, pursuant to Resolution No. 09, Series of 2020[4] and Resolution No. 01, Series of 2021[5] (ERC Revised Rules of Practice and Procedure):

Date	Platform	Activity
20 November 2024 (Wednesday) at nine o'clock in the morning (9:00 AM)	**Microsoft Teams Application**	Determination of compliance with the jurisdictional requirements and expository presentation
27 November 2024 (Wednesday) at nine o'clock in the morning (9:00 AM)		Pre-Trial Conference and presentation of evidence

Accordingly, MERALCO and GIGASOL3 are hereby directed to host the virtual hearings at **MERALCO's Principal Office at Lopez Building, Ortigas Avenue, Brgy. Ugong, Pasig City,** as the designated venue for the conduct thereof, and ensure that the same is open to the public. Moreover, MERALCO and GIGASOL3 shall guarantee that, during the conduct of the expository presentation, the participation of the public shall not be impaired.

RELATIVE THERETO, MERALCO and GIGASOL3 are hereby directed to:

1) Cause the publication of the attached *Notice of Virtual Hearing* in two (2) newspapers of nationwide circulation in the Philippines at their own expense, twice (2x) within two (2) successive weeks, the dates of publication not being less than seven (7) days apart, and the date of the last publication to be made not later than ten (10) days before the date of the scheduled initial hearing;

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[4] A Resolution Adopting the Guidelines Governing Electronic Applications, Filings and Virtual Hearings Before the Energy Regulatory Commission.
[5] A Resolution Adopting the Revised Rules of Practice and Procedure of the Energy Regulatory Commission.

2) Furnish with copies of this *Order* and the attached *Notice of Virtual Hearing* the Offices of the Governors, Mayors and Local Government Unit (LGU) legislative bodies within MERALCO's franchise area for the appropriate posting thereof on their respective bulletin boards;

3) Inform the consumers within MERALCO's franchise area, by any other means available and appropriate, of the filing of the *Joint Application*, the reasons therefor, and of the scheduled virtual hearings thereon;

4) Furnish with copies of this *Order* and the attached *Notice of Virtual Hearing*, the Office of the Solicitor General (OSG), the Commission on Audit (COA), and the Committees on Energy of both Houses of Congress. They are hereby requested, if they so desire, to send their duly authorized representatives and attend the scheduled hearings; and

5) Furnish with copies of the *Joint Application* and its attachments, except those subject of a motion for confidential treatment of information, all those making requests therefor, subject to reimbursement of reasonable photocopying costs.

Within five (5) calendar days before the date of the initial virtual hearing, MERALCO and GIGASOL3 must submit to the Commission via electronic mail (e-mail) at docket@erc.ph, and copy furnish the Legal Service through legal@erc.ph, the scanned copies of their written compliance with the aforementioned jurisdictional requirements, attaching the following methodically arranged and duly marked documents:

1) The evidence of publication of the attached *Notice of Virtual Hearing* consisting of affidavits of the Editors or Business Managers of the newspapers where the said *Notice of Virtual Hearing* was published, and the complete issues of the said newspapers;

2) The evidence of actual posting of this *Order* and the attached *Notice of Virtual Hearing* consisting of certifications issued to that effect, signed by the aforementioned Governors, Mayors and LGU legislative bodies or their duly authorized representatives, bearing the seals of their offices;

3) The evidence of other means employed by MERALCO and GIGASOL3 to inform the consumers within MERALCO's franchise area of the filing of the *Joint Application*, the reasons therefor, and of the scheduled hearings thereon;

4) The evidence of receipt of copies of this *Order* and the attached *Notice of Virtual Hearing* by the OSG, the COA, and the Committees on Energy of both Houses of Congress;

5) The evidence of receipt of copies of the *Joint Application* and its attachments, except those subject of a motion for confidential treatment of information, by all those making requests therefor, if any; and

6) Such other proof of compliance with the requirements of the Commission.

Moreover, MERALCO and GIGASOL3 are hereby required to post on their bulletin boards, the scanned copies of the foregoing jurisdictional requirements, together with the newspaper publications and certifications issued by the concerned Offices of the Governors, Mayors, and Local Legislative Bodies, and to submit proof of posting thereof.

Joint Applicants MERALCO and GIGASOL3 and all interested parties are also required to submit via e-mail at docket@erc.ph, and copy furnish the Legal Service through legal@erc.ph, **at least five (5) calendar days** before the date of the scheduled virtual hearing and Pre-Trial Conference, their respective Pre-Trial Briefs containing, among others:

1) A summary of admitted facts and proposed stipulation of facts;

2) The issues to be tried or resolved;

3) The documents or exhibits to be presented, stating the purposes and proposed markings therefor, which should also be attached to the Pre-Trial Brief; and

4) The number and names of the witnesses, with their written testimonies in a Judicial Affidavit form attached to the Pre-Trial Brief.

Joint Applicants MERALCO and GIGASOL3 must ensure that all the documents or exhibits proposed to be presented have already been duly submitted to the Commission **at least five (5) calendar days** before the date of the scheduled virtual hearing and Pre-Trial Conference pursuant to the preceding paragraph.

Failure of MERALCO and GIGASOL3 to comply with the above requirements within the prescribed period shall be a ground for cancellation of the scheduled hearings.

Joint Applicants MERALCO and GIGASOL3 must also be prepared to make an expository presentation of the instant *Joint Application*, aided by whatever communication medium that they may deem appropriate for the purpose, in order to put in plain words and explain, for the benefit of the consumers and other concerned parties, the nature of the *Joint Application*. Relevant information and pertinent details substantiating the reasons and justifications for the *Joint Application* must be cited in support thereof.

Joint Applicants MERALCO and GIGASOL3 are hereby directed to file a copy of their Expository Presentation via e-mail at docket@erc.ph, and copy furnish the Legal Service through legal@erc.ph, **at least five (5) calendar days** prior to the scheduled virtual hearing. MERALCO and GIGASOL3 shall also be required, upon the request of any stakeholder, to provide an advance copy of their Expository Presentation, **at least five (5) calendar days** prior to the scheduled virtual hearing.

Joint Applicants MERALCO and GIGASOL3 are further directed to submit, either through personal service, registered mail or ordinary mail/private courier, one (1) set of the original or certified true hard copies of their Jurisdictional Compliance, Expository Presentation, Pre-Trial Brief, and Judicial Affidavits of witnesses, **within five (5) working days** from the date that the same were electronically submitted, as reflected in the acknowledgment receipt e-mail sent by the Commission.

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Finally, MERALCO and GIGASOL3, including their authorized representatives and witnesses, are hereby directed to provide the Commission, through legal.virtualhearings@erc.ph, their respective e-mail addresses upon receipt of this *Order*. The Commission will send the access link/s to the aforementioned hearing platform within five (5) working days prior to the scheduled hearings.

SO ORDERED.

Pasig City, 01 October 2024.

FOR AND BY AUTHORITY
OF THE COMMISSION:

KRISHA MARIE T. BUELA
Director III, Legal Service

LS: JRBC/ARG

Copy Furnished:

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6. Commission on Audit (COA)
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7. Senate Committee on Energy
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8. House Committee on Energy
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9. Office of the City Mayor
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10. Office of the Local Government Unit (LGU) Legislative Body
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11. Office the City Mayor
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12. Office of the LGU Legislative Body
City of Las Piñas

13. Office of the City Mayor
City of Makati

14. Office of the LGU Legislative Body
City of Makati

15. Office of the City Mayor
City of Malabon

16. Office of the LGU Legislative Body
City of Malabon

17. Office of the City Mayor
City of Mandaluyong

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City of Mandaluyong

19. Office of the City Mayor
City of Manila

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City of Manila

21. Office of the City Mayor
City of Marikina

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City of Muntinlupa

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City of Muntinlupa

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City of Navotas

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City of Parañaque

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City of Pasay

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31. Office of the City Mayor
City of Pasig

32. Office of the LGU Legislative Body
City of Pasig

33. Office of the Municipal Mayor
Municipality of Pateros

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Municipality of Pateros

35. Office of the City Mayor
City of Quezon

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37. Office the City Mayor
City of San Juan

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39. Office of the City Mayor
City of Taguig

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41. Office of the City Mayor
City of Valenzuela

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City of Valenzuela

43. Office of the Municipal Mayor
Angat, Bulacan

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Angat, Bulacan

45. Office of the Municipal Mayor
Balagtas, Bulacan

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Balagtas, Bulacan

47. Office of the The Municipal Mayor
Baliwag, Bulacan

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Bocaue, Bulacan

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Bustos, Bulacan

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Calumpit, Bulacan

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Calumpit, Bulacan

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Doña Remedios Trinidad, Bulacan

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Guiguinto, Bulacan

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Guiguinto, Bulacan

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Hagonoy, Bulacan

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Malolos, Bulacan

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Malolos, Bulacan

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Marilao, Bulacan

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Marilao, Bulacan

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Meycauayan, Bulacan

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Meycauayan, Bulacan

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Norzagaray, Bulacan

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Obando, Bulacan

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Pandi, Bulacan

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Paombong, Bulacan

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Plaridel, Bulacan

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Pulilan, Bulacan

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San Ildefonso, Bulacan

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San Ildefonso, Bulacan

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San Jose del Monte, Bulacan

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San Jose del Monte, Bulacan

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San Miguel, Bulacan

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San Rafael, Bulacan

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Sta. Maria, Bulacan

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Sta. Maria, Bulacan

91. Office of the Municipal Mayor
Alfonso, Cavite

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Alfonso, Cavite

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Amadeo, Cavite

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Bacoor, Cavite

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97. Office of the Municipal Mayor
Carmona, Cavite

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Cavite, Cavite

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Cavite, Cavite

101. Office of the City Mayor
Dasmariñas, Cavite

102. Office of the LGU Legislative Body
Dasmariñas, Cavite

103. Office of the Municipal Mayor
General Emilio Aguinaldo, Cavite

104. Office of the LGU Legislative Body
General Emilio Aguinaldo, Cavite

105. Office of the Municipal Mayor
General Mariano Alvarez, Cavite

106. Office of the LGU Legislative Body
General Mariano Alvarez, Cavite

107. Office of the City Mayor
General Trias, Cavite

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Imus, Cavite

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Indang, Cavite

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Kawit, Cavite

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Magallanes, Cavite

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Mendez, Cavite

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Noveleta, Cavite

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Rosario, Cavite

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Silang, Cavite

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Tagaytay, Cavite

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Tanza, Cavite

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Ternate, Cavite

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135. Office the City Mayor
Trece Martires, Cavite

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Trece Martires, Cavite

137. Office of the Municipal Mayor
Angono, Rizal

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Angono, Rizal

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Antipolo, Rizal

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Baras, Rizal

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Binangonan, Rizal

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Cardona, Rizal

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Jala-Jala, Rizal

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Morong, Rizal

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Pililla, Rizal

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Rodriguez, Rizal

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Tanay, Rizal

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Taytay, Rizal

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Teresa, Rizal

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Batangas, Batangas

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Batangas, Batangas

167. Office of the Municipal Mayor
San Pascual, Batangas

168. Office of the LGU Legislative Body
San Pascual, Batangas

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Sto. Tomas, Batangas

170. Office of the LGU Legislative Body
Sto. Tomas, Batangas

171. Office of the Municipal Mayor
Alaminos, Laguna

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Alaminos, Laguna

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Bay, Laguna

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Biñan, Laguna

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Cabuyao, Laguna

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Calamba, Laguna

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Calauan, Laguna

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Liliw, Laguna

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Los Baños, Laguna

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Luisiana, Laguna

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Magdalena, Laguna

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Majayjay, Laguna

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Rizal, Laguna

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San Pablo, Laguna

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San Pedro, Laguna

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Sta. Rosa, Laguna

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Victoria, Laguna

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Candelaria, Quezon

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Dolores, Quezon

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Lucban, Quezon

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Sampaloc, Quezon

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San Antonio, Quezon

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Sariaya, Quezon

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Tayabas, Quezon

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Tiaong, Quezon

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Apalit, Pampanga

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233. Office of the Municipal Mayor
Candaba, Pampanga

234. Office of the LGU Legislative Body
Candaba, Pampanga

235. Office of the Municipal Mayor
San Simon, Pampanga

236. Office of the LGU Legislative Body
San Simon, Pampanga

237. Office of the Governor
Province of Bulacan

238. Office of the LGU Legislative Body
Province of Bulacan

239. Office of the Governor
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Province of Laguna

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Province of Pampanga

250. Office of the LGU Legislative Body
Province of Pampanga

251. Office of the Governor
Province of Bataan

252. Office of the LGU Legislative Body
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253. Office of the Mayor
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