



INVITATION TO BID

RENEWABLE ENERGY CONTRACT CAPACITY OF 200 MW (AC, NET), EFFECTIVE FEBRUARY 2026

In compliance with DOE Circular No. DC 2017-12-0015, otherwise known as the “*Renewable Portfolio Standards for On-Grid Areas*,” and pursuant to the Department of Energy (“**DOE**”) Department Circular No. DC2023-06-0021, Series of 2023 and Energy Regulatory Commission (“**ERC**”) Resolution No. 16, Series of 2023, the Manila Electric Company (“**MERALCO**”), through its Bids and Awards Committee for competitive selection process for the procurement of power supply (“**BAC-PSA**”), hereby invites all interested and qualified parties (each, a “**Bidder**”) to participate in the competitive bidding (“**Bidding**”) in respect of the following proposed supply of electricity detailed in the TOR Table below.

This Bidding is technology-neutral and MERALCO encourages all Bidders that meet the eligibility criteria as prescribed below to participate as a Bidder.

Terms of Reference Table (“TOR Table”)

Contract Capacity	200 MW (AC, net)
Bid Type	<ul style="list-style-type: none">• Pay-as-Bid• The minimum Offered Contract Capacity per Bidder shall be 25 MW (AC, net)• A Bidder shall submit a Bid Price indicating its Total Delivered Headline Rate (“Headline Rate”).• If the Bidders’ total Offered Contract Capacities go beyond the required Contract Capacity (i.e., more than 200 MW), the Bidder that fills up the last stack (hereinafter referred to as the “Marginal Bid Offer”) shall have its Offered Contract Capacity reduced accordingly up to the extent of the required Contract Capacity at its Proposed Tariff.• Should the Winning Bidder/s’ total Offered Contract Capacities fall below the required Contract Capacity (i.e., less than 200 MW), the Winning Bidder/s have an option to increase the Contract Capacity under the PSA only to the extent of the required Contract Capacity (i.e., 200 MW) under this Bidding, which option shall be exercised immediately after determination of Best Bid/s and the BAC-PSA shall evaluate the said increase of Contract Capacity during the period allowed for Post-Qualification. This option to increase the Contract Capacity will not affect or change the Winning Bidder/s’ Proposed Tariff and is subject to payment of the additional proportionate Participation Fee under this Bidding.

Operations Effective Date ("OED")	<ul style="list-style-type: none"> • 200 MW (AC, net) by January 26, 2026, subject to ERC Approval
Required Contract Period	<ul style="list-style-type: none"> • Four (4) Contract Years from the later between ERC Provisional/Interim Relief Approval (as defined in the PSA template) and the OED defined above
Nature of Power Supply Agreement ("PSA")	<ul style="list-style-type: none"> • Financial PSA • Baseload
Plant Type	<ul style="list-style-type: none"> • For purposes of BCQ declaration, a renewable energy source or conventional power plant or a combination of both. • Single or portfolio of plant/s.
Availability of Supply	<ul style="list-style-type: none"> • 100% available Contract Capacity for 24 hours daily. • For clarity, Power Supplier should be able to declare as bilateral contract quantity to the WESM the energy nomination of Meralco during each hour.
Guaranteed Renewable Energy Certificates ("RECs")	<ul style="list-style-type: none"> • Guaranteed RECs is equivalent to one hundred percent (100%) plant capacity factor (PCF) with respect to the Contract Capacity, reckoned monthly, and surrendered to MERALCO as soon as practicable.
Crediting of RECs	<ul style="list-style-type: none"> • Beginning on the OED, Power Supplier shall provide Meralco RECs equivalent to the volume corresponding to energy nominated by Meralco and declared to WESM by Power Supplier as bilateral contract quantity, reckoned monthly. However, RECs shall be accounted on a monthly basis. • For clarity, for the first Billing Period, RECs shall be reckoned from the OED until 25th of such Billing Period. • For purposes of accounting of the RECs, at the time of the OED, and without prejudice to Bidder's right to supply power from any source including the WESM, the whole or portion of the Bidder's Offered Contract Capacity to be sourced from an Eligible RE Nominated Plant is not covered by any offtake agreement (e.g., a power supply agreement or ancillary services procurement agreement, including a financial-type arrangement of power supply agreement) that will conflict with the Bidder's obligation should it be declared the Winning Power Supplier. However, although covered by an offtake agreement, such agreement shall have been withdrawn or terminated as of the OED. Further, as instructed by the Philippine Competition Commission ("PCC"), Bidders are required to declare and certify their total uncontracted capacity that is eligible for the Bidding.

Bid Price / Tariff Structure of Contract Price	<ul style="list-style-type: none"> • Straight energy price (PhP/kWh), which shall be fixed for the Required Contract Period, without any escalation or price adjustment. • Minimum Energy Off-Take (MEOT), reckoned annually, equivalent to 100% PCF with respect to the Contract Capacity. • Subject to Material Adverse Government Action, the VAT status declared by the Bidder upon submission of its Bid is binding upon the said Bidder for the Required Contract Period of the PSA. For clarity, if the VAT status of the Bidder changes in the future for reasons other than Material Adverse Government Action, then costs resulting from such change cannot be passed on to consumers. • Line Rental cap, as proposed by Bidder, which shall be fixed for the Required Contract Period but shall not exceed Php 0.3000/kWh.
Payment Modalities	<ul style="list-style-type: none"> • Mode of Payment: All payments by Meralco shall be made by wire transfer of cleared funds to such account/s as Power Supplier may notify in writing. • Currency of Payment: Philippine Peso (PHP) Billing Period: <ul style="list-style-type: none"> (i) The period from and including the OED until the twenty-fifth (25th) Day of the calendar month when the OED occurs (or, if the OED occurs after the twenty-fifth (25th) Day of the calendar month, the Billing Period is from such date until the twenty-fifth (25th) Day of the next calendar month); (ii) Each successive period ending on the twenty-fifth (25th) Day of each successive calendar month thereafter; and (iii) For the final Billing Period, the period starting immediately after the end of the next to last Billing Period of the Term to the last Day of the Term, or, if the PSA is terminated earlier in accordance with its terms, from the twenty-sixth (26th) Day of the calendar month preceding the calendar month in which the PSA is terminated until the Day of termination. • Prompt Payment Discount: Power Supplier shall propose/extend discount to Meralco based on the straight energy fee in case of MERALCO's prompt payment. Percentage (%) of discount and days to be considered as prompt payment shall be proposed by Power Supplier.
Technical Parameters	<ul style="list-style-type: none"> • Separate Delivery Points for each power plant generating unit as registered with the WESM. For clarity, the Delivery Points should be interconnected with the Luzon, Visayas or Mindanao grid upon OED and able to export power to the Luzon grid upon OED. • If Bidder forms a partnership or consortium for the

	purpose of this bidding, must be evidenced by an agreement showing that their liability in this Bidding and the resulting PSA is solidary.
Outage Allowance ("OA")	<ul style="list-style-type: none"> • 100% guaranteed availability (i.e., no OA) during Availability of Supply.
Supply of Power	<ul style="list-style-type: none"> • Power Supplier shall make available to Meralco, the Contract Capacity to be sourced from the Plant, portfolio of plant/s, WESM or any other source, and deliver and sell to Meralco the Associated Energy. • In case Power Supplier fails to provide supply of power from its Plant or portfolio of Plant/s, WESM, or any other source, Power Supplier shall pay a fine equivalent to Nine Hundred Eight Philippine Peso (PHP 908) multiplied by each MWh each during a Day, which shall be used to reduce the generation charge to customers.
Force Majeure	<ul style="list-style-type: none"> • An Event of Force Majeure for this PSA, in case of Power Supplier, shall be limited when there is lack or unavailability of supply from the Grid resulting in a red alert declaration by the National Grid Corporation of the Philippines; provided that, in case the Bidder's Offered Contract Capacity is sourced from the Nominated Plant, either wholly or partially, the Nominated Plant is also unable to generate or supply therefrom to the corresponding extent wholly or partially. • An Event of Force Majeure shall mean any circumstance not within the reasonable control, directly or indirectly, of the Party affected, but only and to the extent: <ul style="list-style-type: none"> • Such circumstance, despite the exercise of reasonable diligence, cannot be prevented, avoided, or removed by such Party; and • Such event prevents such Party from performing its obligations under the PSA. • The affected Party shall be excused from performance to the extent affected by, and shall not be considered to be in default in respect of, any obligation under the PSA (including any obligations of Meralco to pay the Contract Price) for so long as failure to perform such an obligation shall be due to an Event of Force Majeure. For clarity, the GRECs shall be provided by Power Supplier to Meralco regardless of Power Supplier's claim with respect to any Event of Force Majeure. • Lack or unavailability of supply in itself shall not be considered as an Event of Force Majeure unless the requisites of Event of Force Majeure concur. Failure of Power Supplier to provide its Major Maintenance Outage and Scheduled Outage shall preclude Power Supplier from invoking an Event of Force Majeure. • For clarity, Power Supplier shall not be allowed to claim Force Majeure in case there is supply available from the WESM or any other source.

	<ul style="list-style-type: none"> For avoidance of doubt in case of Event of Force Majeure, the MEOT shall be reduced proportionally and Meralco shall not be required to make any payments in respect of (i) any Contract Capacity and Associated Energy that is unavailable due to an Event of Force Majeure, or (ii) any Contract Capacity and Associated Energy that Meralco cannot receive or deliver to its customers due to an Event of Force Majeure. In respect of item (ii) in the foregoing sentence, Power Supplier shall not be required to supply Meralco and may freely sell the Contract Capacity or the affected portion thereof to interested parties, including the WESM.
Grounds for Termination	<ul style="list-style-type: none"> Event of Default Non-Fulfilment of Conditions to Execution Date Non-Occurrence of Commencement Date or OED Certain Events of Force Majeure Material Adverse Government Action, without prejudice to prior exercise of available remedies under the PSA Expiration of Term <p>Termination of the PSA, except when due to expiration of Term, shall be subject to ERC approval.</p>
Liquidated Damages	<ul style="list-style-type: none"> Upon the occurrence of an Event of Default ("EOD"), the non-defaulting Party shall be entitled to liquidated damages, in lieu of all other damages to which it may be entitled in respect of such EOD, in the amount of One Hundred Thousand Pesos (PhP100,000.00) per MW per day of the Contract Capacity for the remaining Required Contract Period of the PSA.
Reduction in Contract Capacity	<ul style="list-style-type: none"> The Contract Capacity and Associated Energy may be reduced equivalent to the reduction in the demand of captive customers of Meralco in order to avoid stranded contract capacity or costs, or by reason of the implementation of Retail Competition and Open Access, the Renewable Energy Law, or other Laws and Legal Requirements.
Obligations of Meralco	<ul style="list-style-type: none"> Meralco shall purchase from Power Supplier, to the extent of Meralco's relevant day-ahead nominations, the Contract Capacity and Associated Energy.
Other Relevant Information	<ul style="list-style-type: none"> The Bidder's Total Delivered Headline Rate shall be computed and evaluated based on 100% PCF. The Bidder's Total Delivered Headline Rate shall be subject to a pre-determined Reserve Price, which will only be revealed by the BAC-PSA to Qualified Bidders during the opening of the Bids.

In order to become an Interested Bidder and obtain a copy of the Bidding Documents in this Bidding, parties interested should submit, using the email of its authorized representative indicated in the Expression of Interest, a clearly scanned copy (.pdf file format) of an accomplished Expression of Interest, Confidentiality Undertaking and Acknowledgement and Consent Form for Data Privacy, in the form and substance made available on MERALCO's website <<https://company.meralco.com.ph/csp/ongoingbids>>, to the **BAC-PSA Secretariat through its email address: BACPSASecretariat@meralco.com.ph no later than 4:00 P.M. of 6 January 2026** ("Expression of Interest Deadline"). For this purpose, the subject of all email communications should start with "**200 MW CSP – [proceed to state subject matter]**" and the official time and date of receipt of the emailed submissions shall be the electronic time and date stamp of receipt by the BAC-PSA Secretariat's email. Upon the BAC-PSA Secretariat's receipt of said submission, it will electronically acknowledge the receipt thereof and proceed to evaluate if the submissions were properly made and is in accordance with the Terms of Reference Table. If the submissions are in order or found compliant, the BAC-PSA Secretariat will then send to the concerned party the payment instructions of the Participation Fee (defined below), which may include the bank account details for the cash, manager's check deposit, or online fund transfer payment, with instruction for the transmittal of the scanned copy (.pdf file) of the proof of payment (e.g. cash/manager's check deposit slip, or online fund transfer acknowledgment). After the BAC-PSA Secretariat's validation of MERALCO's receipt of the concerned party's proof of payment, the BAC-PSA Secretariat shall then transmit by email the corresponding scanned copy of the Official Receipt of the payment of the Participation Fee. This email will be accompanied by a copy of its Bidding Documents indicating bidder-specific control numbers.

Furthermore, in order to become an Interested Bidder and obtain a copy of the Bidding Documents, payment by cash, manager's check deposit, or online fund transfer of a non-refundable fee of **Twenty Thousand Pesos (PHP20,000.00) multiplied by MegaWatt (MW) of Offered Contract Capacity, inclusive of VAT and net of creditable withholding tax ("Participation Fee")**, **which must also be made no later than the Expression of Interest Deadline**. The Participation Fee is subject to twelve percent (12%) VAT, unless valid proof of VAT zero-rating or exemption is provided, subject to Meralco's evaluation and additional requirements, if any. For renewable energy developers, the Participation Fee shall likewise be subject to twelve (12%) VAT since it is not among the purchases qualified for VAT zero-rating under Section 15(g) of RA No. 9513.

After the Expression of Interest Deadline, Interested Bidders may increase their indicated Offered Contract Capacity and/or change their indicated Nominated Plant/s no later than **9 February 2026**, subject to the Interested Bidder's simultaneous payment of the additional proportionate Participation Fee and submission of a new Expression of Interest form reflecting the said change/s.

The BAC-PSA shall conduct a Pre-Bid Conference at **1:30 P.M. to 4:00 P.M. of 15 January 2026** through virtual video conferencing. Prior to the Pre-Bid Conference, Interested Bidders are requested to submit advance queries or requests for clarifications to the Bidding Documents **on or before 8 January 2026** to the BAC-PSA Secretariat through the following email address: BACPSASecretariat@meralco.com.ph and using the Bidder's queries/comments matrix template made available on MERALCO's website. The BAC-PSA shall consolidate the said advance queries and prioritize the discussion thereof during the Pre-Bid Conference, however, if time

permits, the BAC-PSA may entertain and discuss additional queries raised by the Interested Bidders. Only the Interested Bidder's authorized representatives (not more than three (3) persons) indicated in the Expression of Interest are allowed to attend and participate in the Pre-Bid Conference, together with the invited CSP Observers.

In order to qualify to bid, an Interested Bidder shall submit to the BAC-PSA Secretariat, **between 8:00 A.M. to 9:00 A.M. of 16 February 2026** (the "Bid Submission Deadline") at the **14th Floor, Lopez Building, MERALCO Center, Ortigas Ave., Pasig City**, three (3) separate envelopes containing the original copy and electronic copies of its (a) Qualification Documents (Envelope 1) to demonstrate its compliance with all the Legal and Financial Qualification Requirements; (b) Technical Proposal (Envelope 2); and (c) Bid Price (Envelope 3), which includes the Bid Security equivalent to three (3)-month contract cost of the proposed PSA computed using the bid price offered by the Interested Bidder, including the latest original copy of the Expression of Interest, Confidentiality Undertaking and Acknowledgement and Consent Form for Data Privacy, all placed in a sealed box.

Thereafter, the opening, assessment and evaluation of the said bid submissions will proceed **immediately after 9:00 A.M. of 16 February 2026**, through virtual video conferencing, and will continue such opening, assessment and evaluation on such other day/s as may be determined by the BAC-PSA. During the opening of the bid documents, only when the Interested Bidder's name is called will it be instructed to email to the BAC-PSA Secretariat the password for the pertinent zip folder/file to be opened by the BAC-PSA. Only the Interested Bidders that timely and completely submitted their bid documents (represented by their authorized representative/s named in their Expressions of Interest) by the Bid Submission Deadline in accordance with requirements and conditions specified in the Instructions to Prospective Bidders are allowed to attend and participate in the opening of the bid documents, together with the invited CSP Observers.

Late submissions and requests for additional time shall not be accepted/allowed in all stages of the Bidding.

CERTIFICATION

As Chairman of Meralco's BAC-PSA, I hereby certify that this Invitation to Bid, including the Terms of Reference Table, were circulated and approved by the BAC-PSA at Pasig City, Philippines.

(sgd)

Lawrence S. Fernandez
Chairman

Contact Information:

Manila Electric Company (MERALCO) Bids and Awards Committee – Power Supply Agreements (BAC-PSA)

Attention: Atty. Raymond B. Yap, BAC-PSA Secretariat

Email: BACPSASecretariat@meralco.com.ph

CSP website: <https://company.meralco.com.ph/csp/ongoingbids>

Address: Lopez Building, Meralco Center, Ortigas Ave., Pasig City

Tel. No.: 16211 (trunkline)