



THE COMPETITIVE SELECTION PROCESS
FOR THE SUPPLY OF CAPACITY AND ENERGY TO TEI
TEI-CSP-OT-2025-001-R1

BID BULLETIN NO. 04

DATE	13 October 2025
FROM	TEI Bids and Awards Committee
TO	Prospective Bidders of TEI-CSP-OT-2025-001-R1
SUBJECT	Bid Bulletin No.04

1. TERMS OF REFERENCE TABLE (in the ITB and CSP Main Document)

The Terms of Reference (TOR) Table of the Main CSP Document is deemed revised as per Bid Bulletin No. 02; however, further changes to the TOR Table are included in the subsequent sections of this Bid Bulletin.

2. CSP Main Document and its Annexes

A matrix showing the amendments to the Timetable and TOR table based on the concerns raised during the 2nd Pre-bid Conference is presented in this Bid Bulletin as “Annex A”.

3. Updated CSP Annexes (Forms and Supporting Documents)

The following Annexes were revised accordingly as attached:

- Annex 3 – Contract Specifications
- Annex 4 – Bid Form Proposal
- Annex 5 – Joint Undertaking to File
- Annex 6 – Verified Declaration
- Annex 8 – Omnibus Sworn Statement (New Form)

For and by authority of the BAC.


MANOLITO R. OCAMPO
TEI-BAC Chairman

PARTICULAR PROVISION	EXISTING PROVISION		UPDATED VERSION	
WAY FORWARD during the 2 nd Pre-bid Conference	Issuance of Matrix of Comments for the 2 nd Pre-bid Conference	06 October 2025	Issuance of Matrix of Comments for the 2 nd Pre-bid Conference	06 October 2025
	Issuance of Revised Workbook	06 October 2025	Issuance of Revised Workbook	06 October 2025
	Issuance of Bid Bulletin No. 04	06 October 2025	Issuance of Bid Bulletin No. 04	<u>13</u> October 2025
	Deadline of Submission of Additional Comments	08 October 2025	Issuance of Bid Bulletin No. 05 for the Price Risk Controls	<u>15</u> October 2025
	Issuance of Official Response in the form of Bid Bulletin No. 05	15 October 2025	Deadline of Submission of Additional Comments for BB No. 04	<u>16</u> October 2025 at 5:00 PM
			Deadline of Submission of Additional Comments for BB No. 05	<u>18</u> October 2025 at 5:00 PM
			Issuance of Official Response in the form of Bid Bulletin No. 06	<u>22</u> October 2025
I. TIMETABLE	Deadline of Submission of Bids at TEI Main Office (Mabini, Tarlac City) (in both soft & hard copies)	07 November 2025 11:45 AM	Deadline of Submission of Bids at TEI Main Office (Mabini, Tarlac City) (in both soft & hard copies)	<u>21</u> November 2025 <u>9:30 AM</u>
	Opening and Qualification of Bids (in-person including Bidders) at TEI Main Office and proceedings to be live streamed via MS Teams	07 November 2025 1:00 PM	Opening and Qualification of Bids (in-person including Bidders) at TEI Main Office and proceedings to be live streamed via MS Teams	<u>21</u> November 2025 <u>10:00 AM</u>
	Evaluation of Bids by the Bids and Awards Committee (“BAC”)	07 November 2025 up to 06 January 2026	Evaluation of Bids by the Bids and Awards Committee (“BAC”)	<u>21</u> November 2025 up to <u>23</u> December 2025

II. TERMS OF REFERENCE TOR Table Contract Price Structure A. Total Generation Charge 1.a. CRF component, CUF formula	$\text{CUF} = \frac{\text{BCQ}}{\text{OCC} \times (H_r - H_o - H_{FM})}$ Where: CUF Capacity Utilization Factor BCQ Bilateral Contract Quantity OCC Offered Contract Capacity	$\text{CUF} = \frac{\text{BCQ}}{\text{CC} \times (H_r - H_o - H_{FM})}$ Where: CUF Capacity Utilization Factor BCQ Bilateral Contract Quantity CC Contract Capacity xxx
II. TERMS OF REFERENCE TOR Table Contract Price Structure A. Total Generation Charge 5.f.	f. The Bidder shall also submit a binding Guaranteed Net Plant Heat Rate (“GNPHR”) Table (in Btu/kWh, HHV/GCV) showing its heat rate at different load factors (starting at 65% load factor up to 100% load factor, at 1% load factor intervals) for each Contract Year of the Required Contract Period. The GNPHR Table shall be used for each power plant generating unit/s and should adhere closely to the technical specifications of the power plant generating unit/s.	f. The Bidder shall also submit a binding Guaranteed Net Plant Heat Rate (“GNPHR”) Table (in Btu/kWh, HHV/GCV) showing its heat rate at different load factors (starting at 50% load factor up to 100% load factor, at 1% load factor intervals) for each Contract Year of the Required Contract Period. The GNPHR Table shall be used for each power plant generating unit/s and should adhere closely to the technical specifications of the power plant generating unit/s.
II. TERMS OF REFERENCE TOR Table Contract Price Structure A. Total Generation Charge 6.	The Heat Rate shall be the corresponding value under the GNPHR Table or the actual heat rate for the relevant billing period, whichever is lower.	-Deleted-
II. TERMS OF REFERENCE TOR Table	8. For evaluation purposes, the following indices and exchange rate shall be used:	8. For evaluation purposes, the following indices and exchange rate shall be used:

Contract Price Structure A. Total Generation Charge 8.	<table><tr><th>INDEX</th><th>BASE VALUE</th><th>BASE DATE</th></tr><tr><td>Ph CPI</td><td></td><td>Most recent</td></tr><tr><td>US CPI</td><td></td><td>Most recent</td></tr><tr><td>PhP – US\$ Rate</td><td></td><td>Most recent</td></tr></table>	INDEX	BASE VALUE	BASE DATE	Ph CPI		Most recent	US CPI		Most recent	PhP – US\$ Rate		Most recent	<table><tr><th>INDEX</th><th>BASE VALUE</th><th>BASE DATE</th></tr><tr><td>Ph CPI</td><td>127.30</td><td>June 2025</td></tr><tr><td>US CPI</td><td>322.56</td><td>June 2025</td></tr><tr><td>PhP – US\$ Rate</td><td>56.35</td><td>June 2025</td></tr></table>	INDEX	BASE VALUE	BASE DATE	Ph CPI	127.30	June 2025	US CPI	322.56	June 2025	PhP – US\$ Rate	56.35	June 2025
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II. TERMS OF REFERENCE TOR Table Contract Price Structure A. Total Generation Charge 9. Fuel Price Risk Controls	9. Fuel Price Risk Controls Fuel price risk controls refer to a set of strategies, mechanisms, and operational measures employed by power generation companies to safeguard themselves and their customers from the financial impact of sudden or unpredictable fuel cost fluctuations. These measures are crucial in promoting financial stability, operational continuity, and cost predictability, especially in the face of volatile global fuel markets. Given that fuel costs are typically a pass-through component in electricity pricing, any increase is ultimately borne by end-users. Therefore, it is both prudent and responsible for generation companies to implement effective risk controls that minimize volatility and protect consumers from undue financial burden. As part of the offer evaluation process, the generation company's fuel price risk controls, if any, shall be assessed to determine their adequacy in mitigating cost volatility and ensuring price stability. These controls form a critical component of a power provider’s risk management framework and long-term reliability.	9. Price Risk Controls Price Risk Controls refer to a set of strategies, mechanisms, and operational measures employed by power generation companies to safeguard themselves and their customers from the financial impact of sudden or unpredictable cost fluctuations such as fuel cost, foreign exchange, and inflation indices. These measures are crucial in promoting financial stability, operational continuity, and cost predictability, especially in the face of volatile global markets. Given that generation costs are typically a pass-through component in electricity pricing, any increase is ultimately borne by end-users. Therefore, it is both prudent and responsible for generation companies to implement effective risk controls that minimize volatility and protect consumers from undue financial burden. As part of the offer evaluation process, the generation company's price risk controls, if any, shall be assessed to determine their adequacy in mitigating cost volatility and ensuring price stability. These controls form a critical component of a power provider’s risk management framework and long-term reliability.																								
II. TERMS OF REFERENCE TOR Table	2. Renewable Energy Certificate/s given for a volume of energy consumed shall be treated as a form of Discount.	2. Renewable Energy Certificate/s given for a volume of energy consumed shall be treated as a form of Discount.																								

Contract Price Structure C.2. Discounts	a. 1 REC per 1MWH consumption is equivalent to a Discount of Po.24xx/kWh b. The Discount shall be computed or pro-rated based on the above.	a. 1 REC per 1MWH consumption is equivalent to a Discount of Po.2415/kWh. b. The Discount shall be computed or pro-rated based on the above. c. <u>The REC Discount will be capped at 1 REC per 1 MWH</u>
II. TERMS OF REFERENCE TOR Table Contract Price Structure D. Line Rental ("LR") D.2	1. Line Rental is the Average of the 12-month LR averages for the required period, or: LR = Sum of monthly LR averages / Number of LRs 2. The Line Rental graph shall exhibit a linear progression over the required period of evaluation. 3. Line Rental Cap a. The Line Rental Cap shall be applied every billing period during the Required Contract Period, if the computed Line Rental exceeds the LR Cap. b. Positive Line Rental Cap = PhP 0.3000/kWh c. Negative Line Rental Cap shall be computed as follows: Negative LR Cap = (LR_{1st} + (HLR_{2nd} - HLR_{1st}))/kWh where LR_{1st} = LR of Lowest Bidder where HLR_{2nd} = Headline Rate of the 2nd lowest bidder where HLR_{1st} = Headline Rate of the lowest bidder	1. Line Rental is the Average of the 12-month LR averages for the required period, or: LR = Sum of monthly LR averages / Number of LRs 2. Line Rental Cap a. The Line Rental Cap shall be applied every billing period during the Required Contract Period, if the computed Line Rental exceeds the LR Cap. b. Line Rental Cap shall be computed as follows: LR Cap = (LR_{1st} + (HLR_{2nd} - HLR_{1st}))/kWh where LR_{1st} = LR of Lowest Bidder where HLR_{2nd} = Headline Rate of the 2nd lowest bidder where HLR_{1st} = Headline Rate of the lowest bidder c. The ceiling for the LR Cap shall remain at PhP 0.3000/kWh. There will be no floor or minimum for the computed LR Cap.
II. TERMS OF REFERENCE TOR Table Grounds For Termination	The following are grounds for termination: 1. Event of Default without fault or negligence on the other party 2. Non-Fulfilment of Conditions to Effective Date 3. Non-Occurrence of DSD 4. Events of Force Majeure 5. Failure to post the Performance Bond or failure to replenish the performance bond 6. Expiration, reduction or revocation of the franchise of the concerned DU. 7. Upon Mutual Agreement	The following are grounds for termination: 1. Event of Default without fault or negligence on the other party 2. Non-Fulfilment of Conditions to Effective Date <u>without justifiable reason</u> 3. Non-Occurrence of DSD <u>without justifiable reason</u> 4. Events of Force Majeure 5. Failure to post the Performance Bond or failure to replenish the performance bond 6. Expiration, reduction or revocation of the franchise of the concerned DU.

	8. Change in Circumstances upon mutual agreement	7. Upon Mutual Agreement 8. Change in Circumstances upon mutual agreement 9. Change in Law
II. TERMS OF REFERENCE Nominated Power Plant 5- and III Instructions To Bidders 6.4. Technical Qualification Requirements 6.4.e.	e. The Nominated Power Plant's Certificate of Compliance ("COC") or Provisional Authority to Operate ("PAO") from the Energy Regulatory Commission ("ERC"), valid for at least six (6) months from Bid Opening;	e. The Nominated Power Plant's Certificate of Compliance ("COC") or Provisional Authority to Operate ("PAO") from the Energy Regulatory Commission ("ERC"), <u>valid on Bid Opening Date</u> , provided, Bidder must submit proof of its renewal or extension.
III Instructions To Bidders 6.3. Legal Qualification Requirements 6.3.h.	h. Sworn Undertaking that the Bidder, if applicable, as well as their affiliates, assigns and successors-in-interest, shall abide by the decisions of the BAC, shall hold TEI, its Board Members, Officers, and Management, and BAC free and harmless from any claim or cause of action arising from the conduct and award of the bidding, and shall undertake not to institute or file any case or claim before any court of competent jurisdiction and administrative agency in relation to the conduct and award of the Project, except as provided for under Article VI (Protest Mechanism) and Article X (Enforcement) of ERC Resolution No.16 Series 2023.	i. Sworn Undertaking that the Bidder, if applicable, as well as their assigns and successors-in-interest, shall abide by the decisions of the BAC, shall hold TEI, its Board Members, Officers, and Management, and BAC free and harmless from any claim or cause of action arising from the conduct and award of the bidding, and shall undertake not to institute or file any case or claim before any court of competent jurisdiction and administrative agency in relation to the conduct and award of the Project, except as provided for under Article VI (Protest Mechanism) and Article X (Enforcement) of ERC Resolution No.16 Series 2023.
III Instructions To Bidders 6.5. Financial Qualification Requirements 6.5.c.	c. Fuel Price Risk Mitigation Measures, if any.	c. Fuel Price Risk Controls, if any.

Annex 3 Contract Price Specifications	Annex 3 CONTRACT SPECIFICATIONS				Annex 3 CONTRACT SPECIFICATIONS		
	YEAR	PERIOD	CAPACITY IN kW	CONTRACT ENERGY @100% CUF, kWh	YEAR	PERIOD	CAPACITY IN kW
	1	26 Dec. 2026 - 25 Dec. 2027	10,000	87,600,000.00	1	26 Dec. 2026 - 25 Dec. 2027	10,000
	2	26 Dec. 2027 - 25 Dec. 2028	15,000	131,760,000.00	2	26 Dec. 2027 - 25 Dec. 2028	15,000
	3	26 Dec. 2028 - 25 Dec. 2029	20,000	175,200,000.00	3	26 Dec. 2028 - 25 Dec. 2029	20,000
	4	26 Dec. 2029 - 25 Dec. 2030	20,000	175,200,000.00	4	26 Dec. 2029 - 25 Dec. 2030	20,000
	5	26 Dec. 2030 - 25 Dec. 2031	20,000	175,200,000.00	5	26 Dec. 2030 - 25 Dec. 2031	20,000
	6	26 Dec. 2031 - 25 Dec. 2032	25,000	219,600,000.00	6	26 Dec. 2031 - 25 Dec. 2032	25,000
	7	26 Dec. 2032 - 25 Dec. 2033	25,000	219,000,000.00	7	26 Dec. 2032 - 25 Dec. 2033	25,000
	8	26 Dec. 2033 - 25 Dec. 2034	25,000	219,000,000.00	8	26 Dec. 2033 - 25 Dec. 2034	25,000
	9	26 Dec. 2034 - 25 Dec. 2035	25,000	219,000,000.00	9	26 Dec. 2034 - 25 Dec. 2035	25,000
	10	26 Dec. 2035 - 25 Dec. 2036	25,000	219,600,000.00	10	26 Dec. 2035 - 25 Dec. 2036	25,000
	11	26 Dec. 2036 - 25 Dec. 2037	25,000	219,000,000.00	11	26 Dec. 2036 - 25 Dec. 2037	25,000
	12	26 Dec. 2037 - 25 Dec. 2038	25,000	219,000,000.00	12	26 Dec. 2037 - 25 Dec. 2038	25,000
	13	26 Dec. 2038 - 25 Dec. 2039	25,000	219,000,000.00	13	26 Dec. 2038 - 25 Dec. 2039	25,000
	14	26 Dec. 2039 - 25 Dec. 2040	25,000	219,600,000.00	14	26 Dec. 2039 - 25 Dec. 2040	25,000
	15	26 Dec. 2040 - 25 Dec. 2041	25,000	219,000,000.00	15	26 Dec. 2040 - 25 Dec. 2041	25,000



Annex 4 Price Proposal Form	[Letterhead of Bidder]	
	ANNEX 4	
	BID PROPOSAL FOR: TEI-CSP-CT-2025-001-R1	
	Bid Valid Until	[Date]
	Nominated Plant	[Name]
	Location	
	Connection Node	
	Technology	
	Offer Contract Capacity (OCC), kW	
	Minimum Capacity to Sign PSA, kW	
Minimum Contract Energy, kWh/Billing		
PRICE PROPOSAL FOR EACH CONTRACT YEAR		
(For Finalization)		
For and on behalf of (Name of Bidder)		
By:		
(Name, Designation and Signature of Authorized Representative)		
JURAT		
SUBSCRIBED AND SWORN to before me this _____, affiant		
exhibited to me his/her government-issued I.D. No. _____, issued by		
the _____, valid until _____.		
Doc. No. _____;		
Page No. _____;		
Book No. _____;		
Series of _____ 2025 _____.		

[Letterhead of Bidder]	
BID PROPOSAL FOR: TEI-CSP- <u>QT</u> -2025-001-R1	
COPY and PRINT (in separate sheets) Workbook: <Wrkbk>	
Worksheet <1-Indices>	
Worksheet <2-Fuel Cost Computation>	
Worksheet <3-TGC&Headline Rate>	
Worksheet <4-ACP>	
Worksheet <5-LCOE>	
For and on behalf of (Name of Bidder)	
By:	
(Name, Designation and Signature of Authorized Representative)	
JURAT	
SUBSCRIBED AND SWORN to before me this _____, affiant	
exhibited to me his/her government-issued I.D. No. _____, issued by	
the _____, valid until _____.	
Doc. No. _____;	
Page No. _____;	
Book No. _____;	
Series of _____ 2025 _____.	



Annex 5 Joint Undertaking to File with TEI	REPUBLIC OF THE PHILIPPINES)) S.S. UNDERTAKING TO JOINTLY FILE WITH TARLAC ELECTRIC INC. A CAPACITY AND ENERGY POWER SUPPLY APPLICATION BEFORE THE ERC _____, a corporation/partnership/joint-venture, duly organized and existing under Philippine law, with principal office address at _____, thru its undersigned authorized representative, <u>undertakes to jointly file with Tarlac Electric Inc. (TEI) an application before the Energy Regulatory Commission (ERC) for the approval of the Capacity and Energy Power Supply Agreement.</u>	REPUBLIC OF THE PHILIPPINES)) S.S. UNDERTAKING TO JOINTLY FILE WITH TARLAC ELECTRIC INC. A CAPACITY AND ENERGY POWER SUPPLY APPLICATION BEFORE THE ERC _____, a corporation/partnership/joint-venture, duly organized and existing under Philippine law, with office address at _____, through its undersigned authorized representative, <u>undertakes, in the event it is declared the Winning Bidder, to jointly file with Tarlac Electric Inc. (TEI) an application before the Energy Regulatory Commission (ERC) for the approval of the Capacity and Energy Power Supply Agreement ("Power Supply Agreement").</u>
Annex 6 Verified Declaration	VERIFIED DECLARATION I, _____, of legal age, with office address at _____, _____, depose and state UNDER OATH that I am the representative of _____ bidding for Tarlac Electric Inc.'s Competitive Selection Process No. TEI-CSP-CT-2025-001-R1. I declare that the following documents submitted in support of the bid are true and accurate copies of the original documents based on my own knowledge and authentic records of the Company: a. --- b. --- c. ---	VERIFIED DECLARATION I, _____, of legal age, with office address at _____, _____, depose and state UNDER OATH that I am the representative of _____ bidding for Tarlac Electric Inc.'s Competitive Selection Process No. TEI-CSP-QT-2025-001-R1. I declare that the following documents submitted in support of the bid are true and accurate copies of the original and/or certified true copies of the documents based on my own knowledge and records of the Company: a. --- b. --- c. ---



Annex 8 Omnibus Sworn Statement	[Additional Form]	REPUBLIC OF THE PHILIPPINES)) S.S. OMNIBUS SWORN STATEMENT I, authorized representative of _____, with office address at _____, depose and state UNDER OATH: 1. I am currently employed by _____ as its _____, authorized to represent _____ in its bid to participate in the Competitive Selection Process of Tarlac Electric Inc. for the procurement of Baseload Power Supply (Open Technology) to the Captive Market of Tarlac Electric Inc. denominated as TEI-CSP-<u>OT</u>-2025-001-R1. 2. Bidder _____ certify under oath that it is not prohibited nor restricted in any manner under applicable law or any agreement or license from participating in the Bidding Process. 3. Bidder _____ swear under oath that it, as well as its affiliates, assigns and successors-in-interest, shall abide by the decisions of the TEI BAC; shall hold TEI, its Board Members, Officers, and Management, and TEI BAC free and harmless from any claim or cause of action arising from the conduct and award of the bidding, and shall undertake not to institute or file any case or claim before any court of competent jurisdiction and administrative agency in relation to the conduct and award of the Project, except as provided for under Article VI (Protest Mechanism) and Article X (Enforcement) of ERC Resolution No.16 Series 2023.
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		4. Bidder undertakes to disclose any detailed information regarding any existing, potential, or future conflict of interest that Bidder may have with the TEI BAC; and 5. Should it be awarded to right to enter into a Power Supply Agreement with TEI, Bidder undertakes to cooperate in complying with the prefilng requirements of the Energy Regulatory Commission (ERC) for applications for approval of Power Supply Agreement (PSA), and to jointly file with TEI the application for approval of the PSA before ERC under pain of forfeiture of its Bid Security or Performance Bond in favor of TEI. IN WITNESS WHEREOF, I hereunto affix my signature on the date indicated below. Signature of Affiant JURAT SUBSCRIBED AND SWORN to before me this , affiant exhibited to me his/her gov't. issued I.D. No. valid until . Doc. No. ; Page No. ; Book No. ; Series of <u>2025</u> .
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Annex 3
CONTRACT SPECIFICATIONS

YEAR	PERIOD	CAPACITY IN kW
1	26 Dec. 2026 - 25 Dec. 2027	10,000
2	26 Dec. 2027 - 25 Dec. 2028	15,000
3	26 Dec. 2028 - 25 Dec. 2029	20,000
4	26 Dec. 2029 - 25 Dec. 2030	20,000
5	26 Dec. 2030 - 25 Dec. 2031	20,000
6	26 Dec. 2031 - 25 Dec. 2032	25,000
7	26 Dec. 2032 - 25 Dec. 2033	25,000
8	26 Dec. 2033 - 25 Dec. 2034	25,000
9	26 Dec. 2034 - 25 Dec. 2035	25,000
10	26 Dec. 2035 - 25 Dec. 2036	25,000
11	26 Dec. 2036 - 25 Dec. 2037	25,000
12	26 Dec. 2037 - 25 Dec. 2038	25,000
13	26 Dec. 2038 - 25 Dec. 2039	25,000
14	26 Dec. 2039 - 25 Dec. 2040	25,000
15	26 Dec. 2040 - 25 Dec. 2041	25,000

BID PROPOSAL FOR: TEI-CSP-OT-2025-001-R1

COPY and PRINT (in separate sheets) Workbook: <Wrkbk>

- Worksheet <1-Indices>
- Worksheet <2-Fuel Cost Computation>
- Worksheet <3-TGC&Headline Rate>
- Worksheet <4-ACP>
- Worksheet <5-LCOE>

For and on behalf of (Name of Bidder)

By:

(Name, Designation and Signature of Authorized Representative)

JURAT

SUBSCRIBED AND SWORN to before me this _____, affiant
exhibited to me his/her government-issued I.D. No. _____, issued by
the _____, valid until _____.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2025.

REPUBLIC OF THE PHILIPPINES)
) S.S.

UNDERTAKING TO JOINTLY FILE WITH TARLAC ELECTRIC INC.
A CAPACITY AND ENERGY POWER SUPPLY APPLICATION BEFORE THE ERC

_____, a corporation/partnership/joint-venture, duly organized and existing under Philippine law, with office address at _____, through its undersigned authorized representative, undertakes, in the event it is declared the Winning Bidder, to jointly file with Tarlac Electric Inc. (TEI) an application before the Energy Regulatory Commission (ERC) for the approval of the Capacity and Energy Power Supply Agreement ("Power Supply Agreement").

_____ acknowledges that its failure to comply with this undertaking shall be a ground for TEI to terminate the Power Supply Agreement and to forfeit the Performance Bond in its favor.

Affiant

JURAT

SUBSCRIBED AND SWORN to before me this _____, affiant exhibited to me his/her government-issued I.D. No. _____, issued by the _____, valid until _____.

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2025.

REPUBLIC OF THE PHILIPPINES)

) S.S.

VERIFIED DECLARATION

I, _____, of legal age, with office address at _____
_____, depose and state **UNDER OATH** that I am the representative of _____
_____ bidding for Tarlac Electric Inc.'s Competitive
Selection Process No. TEI-CSP-OT-2025-001-R1.

I declare that the following documents submitted in support of the bid are true and accurate copies of the original and/or certified true copies of the documents based on my own knowledge and records of the Company:

-
-
-

Affiant

JURAT

SUBSCRIBED AND SWORN to before me this _____, affiant exhibited to me his/her _____.

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2025.

OMNIBUS SWORN STATEMENT

I, authorized representative of _____, with office address at _____
_____, depose and state UNDER OATH:

1. I am currently employed by _____ as its _____, authorized to represent _____ in its bid to participate in the Competitive Selection Process of Tarlac Electric Inc. for the procurement of Baseload Power Supply (Open Technology) to the Captive Market of Tarlac Electric Inc. denominated as TEI-CSP-OT-2025-001-R1.
2. Bidder _____ certify under oath that it is not prohibited nor restricted in any manner under applicable law or any agreement or license from participating in the Bidding Process.
3. Bidder _____ swear under oath that it, as well as its affiliates, assigns and successors-in-interest, shall abide by the decisions of the TEI BAC; shall hold TEI, its Board Members, Officers, and Management, and TEI BAC free and harmless from any claim or cause of action arising from the conduct and award of the bidding, and shall undertake not to institute or file any case or claim before any court of competent jurisdiction and administrative agency in relation to the conduct and award of the Project, except as provided for under Article VI (Protest Mechanism) and Article X (Enforcement) of ERC Resolution No.16 Series 2023.
4. Bidder _____ undertakes to disclose any detailed information regarding any existing, potential, or future conflict of interest that Bidder _____ may have with the TEI BAC; and
5. Should it be awarded to right to enter into a Power Supply Agreement with TEI, Bidder _____ undertakes to cooperate in complying with the prebidding requirements of the Energy Regulatory Commission (ERC) for applications for approval of Power Supply Agreement (PSA), and to jointly file with TEI the application for approval of the PSA before ERC under pain of forfeiture of its Bid Security or Performance Bond in favor of TEI.

IN WITNESS WHEREOF, I hereunto affix my signature on the date indicated below.

Signature of Affiant

JURAT

SUBSCRIBED AND SWORN to before me this _____, affiant exhibited to me his/her
gov't. issued I.D. No. _____ valid until _____.

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2025.