

COVER SHEET

Current Report under Section 17 of the Securities Regulation Code and SRC Rule 17.2 © Thereunder

4 6 2 0

S.E.C. Registration Number

ANGELES ELECTRIC CORPORATION

(Company's Full Name)

DON JUAN D NEPOMUCENO AVE COR
DONA TERESA AVE NEPOMART
COMPLEX ANGELES CITY

(Business Address : No. Street City / Town / Province)

CRISTINA ARBOLEDA

Contact Person

0908-8894463

Company Telephone Number

1 2 3 1
Month Day
Fiscal Year

1 7 - C
FORM TYPE

0 6
Month Day
Annual Meeting

Permit to sell securities

Secondary License Type, If Applicable

M S R D
Dept. Requiring this Doc.

N/A
Amended Articles Number/Section

142
Total No. of Stockholders

Total Amount of Borrowings
Domestic Foreign

To be accomplished by SEC Personnel concerned

File Number LCU

Document I.D. Cashier

STAMPS

SECURITIES AND EXCHANGE COMMISSION

SEC FORM 17-C

CURRENT REPORT UNDER SECTION 17
OF THE SECURITIES REGULATION CODE
AND SRC RULE 17.2(c) THEREUNDER

1. February 12, 2025
Date of Report (Date of earliest event reported)
2. SEC Identification Number 4620
3. BIR Tax Identification No. 000-088-802-000
4. ANGELES ELECTRIC CORPORATION
Exact name of issuer as specified in its charter
5. ANGELES CITY, PAMPANGA, PHILIPPINES
Province, country or other jurisdiction of incorporation
6. (SEC Use Only)
Industry Classification Code:
7. NEPOMART COMPLEX, ANGELES CITY, PAMPANGA
Address of principal office
- Postal Code 2009
8. (632)8636-6485/ +639088803567
Issuer's telephone number, including area code
9. N/A
Former name or former address, if changed since last report
10. Securities registered pursuant to Sections 8 and 12 of the SRC or Sections 4 and 8 of the RSA

Title of Each Class	Number of Shares of Common Stock Outstanding and Amount of Debt Outstanding
<u>COMMON SHARES</u>	<u>1,178,448,400</u>

11. Indicate the item numbers reported herein: ITEM 9 - OTHER EVENTS

ANGELES ELECTRIC CORPORATION ("AEC" or the "Company") reports that the Company has commenced its Competitive Selection Process (CSP) in accordance with the Certificates of Conformity (COC) issued by the Department of Energy (DOE) on 15 January 2025, with the 1st and 2nd publications of the Invitation to Bid (ITB) on February 2 and 9, 2025 respectively, in the Manila Times newspaper.

Attached herewith are copies of the Certificates of Conformity (COC) as Annex "A", the Invitation to Bid (ITB) as Annex "B", and digital copies of the February 2 and 9 publications in the Manila Times as Annex "C".

SIGNATURES

Pursuant to the requirements of the Securities Regulation Code, the issuer has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ANGELES ELECTRIC CORPORATION

Issuer

February 12, 2025

Date



CRISTINA L. ARBOLEDA

Compliance Officer



Republic of the Philippines
DEPARTMENT OF ENERGY
 (Kagawaran ng Enerhiya)



CERTIFICATE OF CONFORMITY
 DOE-EPIMB-COC-2025-01-003

This is to certify that the Competitive Selection Process (CSP) of **Angeles Electric Corporation (AEC)**, with details specified in the table below, is consistent with its **2024 – 2033 Power Supply Procurement Plan (PSPP)** which is the latest posted document in the AEC Website per the DOE Advisory dated 31 July 2024 in consideration of the on-going enhancement of the CSP E-Based Portal:

Particulars	Details
Capacity/Energy	12 MW – 27 MW
Period Covered	12MW: 26 October 2026 to 25 February 2029 27MW: 26 February 2029 to 25 October 2036
Supply Requirements	Baseload
Purpose of Procurement	Regular CSP

This Certificate of Conformity is being issued pursuant to Section 4.3 of Department Circular No. DC2023-06-0021, entitled "*Prescribing the Policy for the Mandatory Conduct of the Competitive Selection Process by the Distribution Utilities for the Procurement of Power Supply for their Captive Market*".

This certificate shall be valid for forty-five (45) calendar days from the date of issuance for purposes of AEC's conduct of CSP for its power supply requirement consistent with the above details.

Within the validity period of this Certificate, the **AEC** shall commence the posting of the Invitation to Bids, Terms of Reference, Billed Contract Quantity Nomination, and other bidding documents for the conduct of the above-cited CSPs in its Official Website in compliance with the DOE Advisory dated 31 July 2024. The AEC shall also ensure that the other provisions of the TOR beyond the DOE's coverage of certification should be consistent and aligned with the Energy Regulatory Commission's Resolution No. 16, Series of 2023¹.

Nothing herein shall be construed as approval of any results of the CSP for the above power supply requirements.

Issued on JAN. 15 2025 at Department of Energy, Energy Center, Rizal Drive, Bonifacio Global City, Taguig City.

IRMA C. EXCONDE
 Director IV

Electric Power Industry Management Bureau

¹ "Implementing Guidelines for the Procurement, Execution, and Evaluation of Power Supply Agreements Entered into by Distribution Utilities for the Supply of Electricity to Their Captive Market"



CERTIFICATE OF CONFORMITY
DOE-EPIMB-COC-2025-01-004

This is to certify that the Competitive Selection Process (CSP) of **Angeles Electric Corporation (AEC)**, with details specified in the table below, is consistent with its **2024 – 2033 Power Supply Procurement Plan (PSPP)** which is the latest posted document in the AEC Website per the DOE Advisory dated 31 July 2024 in consideration of the on-going enhancement of the CSP E-Based Portal:

Particulars	Details
Capacity/Energy	26 MW
Period Covered	26 October 2026 to 25 October 2036
Purpose of Procurement	For RPS Compliance

This Certificate of Conformity is being issued pursuant to Section 4.3 of Department Circular No. DC2023-06-0021, entitled "*Prescribing the Policy for the Mandatory Conduct of the Competitive Selection Process by the Distribution Utilities for the Procurement of Power Supply for their Captive Market*".

This certificate shall be valid for forty-five (45) calendar days from the date of issuance for purposes of AEC's conduct of CSP for its power supply requirement consistent with the above details.

Within the validity period of this Certificate, the **AEC** shall commence the posting of the Invitation to Bids, Terms of Reference, Billed Contract Quantity Nomination, and other bidding documents for the conduct of the above-cited CSPs in its Official Website in compliance with the DOE Advisory dated 31 July 2024. The AEC shall also ensure that the other provisions of the TOR beyond the DOE's coverage of certification should be consistent and aligned with the Energy Regulatory Commission's Resolution No. 16, Series of 2023¹.

Nothing herein shall be construed as approval of any results of the CSP for the above power supply requirements.

Issued on JAN 15 2025 at Department of Energy, Energy Center, Rizal Drive, Bonifacio Global City, Taguig City.

IRMA C. EXCONDE
Director IV

Electric Power Industry Management Bureau

¹ "*Implementing Guidelines for the Procurement, Execution, and Evaluation of Power Supply Agreements Entered into by Distribution Utilities for the Supply of Electricity to Their Captive Market*"

INVITATION TO BID

AEC CSP-2025

SUPPLY OF CAPACITY & ENERGY TO ANGELES ELECTRIC CORPORATION

Pursuant to the Department of Energy ("DOE") Circular No. DC2023-06-0021, Series of 2023, and Energy Regulatory Commission ("ERC") Resolution No. 16, Series of 2023, *Implementing Guidelines for the Procurement, Execution and Evaluation of Power Supply Agreements*, and in compliance with DOE Circular No. DC 2017-12-0015, the *Renewable Portfolio Standards for On-Grid Areas*, ANGELES ELECTRIC CORPORATION ("AEC"), through its Bids and Awards Committee ("BAC"), invites interested Conventional and Renewable Energy Generators to participate in the competitive bidding for the following Lots for the supply of electricity:

CONDITION / PARAMETER	AEC-CSP-2025-Lot 1	AEC-CSP-2025-Lot 2
1. Contract Type	Physical	Physical
2. Supply Type	Baseload	Baseload
3. Source of Power	Open/Conventional Technology	Renewable Energy RPS-Eligible
4. Contract Term	10 Years	10 Years
5. Delivery Start Date ("DSD")	26 October 2026 or Upon ERC approval whichever comes later	26 October 2026 or Upon ERC approval whichever comes later
6. Contract Capacity and Period	12MW: 26 Oct. 2026 to 25 Feb. 2029 27MW: 26 Feb. 2029 to 25 Oct. 2036	26MW: 26 Oct. 2026 to 25 Oct. 2036
7. Firm Minimum Contract Energy	12MW Capacity: • 68,328.000 MWH Minimum Contract Energy @ 65% LF 27MW Capacity: • 153,738.000 MWH Minimum Contract Energy @ 65% LF <i>Note: Exact Annual Minimum Contract Energy given in Bid Documents package.</i>	148,044.000 MWH Minimum Contract Energy @ 65% LF <i>Note: Exact Annual Minimum Contract Energy given in Bid Documents package.</i>
8. Renewable Energy Certificates ("RECs")	N/A	In a given Contract Year, Power Supplier must deliver the energy corresponding to 65% of Contract Capacity. RECs shall be equivalent to the energy delivered to AEC and declared to WESM by Power Supplier as bilateral contract quantity, reckoned annually. However, RECs shall be accounted on a monthly basis. if the Supplier fails to deliver the Annual Contract Energy due to circumstances not falling

		under Force Majeure, Supplier shall provide, at its own cost, the RECs corresponding to the energy shortfall.
9. Replacement Power	<p>a. If deliveries have not commenced as scheduled, Power Supplier, for each day of delay, shall procure Replacement Power up to contracted capacity to be paid by AEC at the lower between load-weighted average WESM price and the Contract Price.</p> <p>b. After DSD and beyond Outage Allowance, Replacement Power will be provided by Power Supplier and paid for by AEC the lower between load-weighted average WESM price and the Contract Price.</p>	<p>a. If deliveries have not commenced as scheduled, Power Supplier, for each day of delay, shall procure Replacement Power up to contracted capacity to be paid by AEC at the lower between load-weighted average WESM price and the Contract Price.</p> <p>b. After DSD and beyond Outage Allowance, Replacement Power will be provided by Power Supplier and paid for by AEC the lower between load-weighted average WESM price and the Contract Price.</p> <p>c. In both instances above, Supplier must provide, at no additional cost, RECs equivalent to the Replacement Power delivered.</p>
10. Penalties for Delay in Start of Deliveries	<p>If the Delivery Start Date, as approved by ERC, is not met by Supplier:</p> <ol style="list-style-type: none"> 1. For every day of delay from Delivery Start Date, Supplier shall provide Replacement Power at the lower between load-weighted average WESM price and the Contract Price; 2. If Supplier cannot provide replacement power on Day 1 of contract term, the Performance Bond shall be forfeited, and Supplier must replenish the Performance Bond within ten days from Day 2 of contract term. 3. If no delivery commenced by Day 60 of delay, the replenished Performance Bond shall also be forfeited, and the PSA will be terminated. 	<p>If the Delivery Start Date, as approved by ERC, is not met by Supplier:</p> <ol style="list-style-type: none"> 1. For every day of delay from Delivery Start Date, Supplier shall provide Replacement Power at the lower between load-weighted average WESM price and the Contract Price; and, 2. Supplier shall provide at its own cost to AEC the corresponding number of Renewable Energy Certificates (RECs) to compensate AEC for the deficit caused by the delay. 3. On Day 1 of Delay, the Performance Bond shall be forfeited, and Supplier must replenish the Performance Bond within ten days from Day 2 of Delay. 4. If no delivery commenced by Day 60 of delay, the replenished Performance Bond shall

		also be forfeited, and the PSA will be terminated.
11. Contract Price Structure	<p>Bidder shall provide the Contract Price/Tariff structure:</p> <ul style="list-style-type: none"> a. Two-part Tariff consisting of Fixed and Variable Costs b. Capital Recovery Fee component of the Tariff should be fixed for the whole Required Contract Period and in Philippine currency c. No Take-or-Pay on Variable Costs, which includes Fuel and VOM. d. Bidder's Proposed Price (for the first Contract Year) and its Levelized Cost of Electricity (LCOE) are both subject to a pre-determined Reserve Price, which will only be revealed by the BAC to Qualified Bidders during the opening of the Bids 	<ul style="list-style-type: none"> a. Bidder shall provide Straight Energy Fee (in Php/kWh), exclusive of line rental and inclusive other WESM charges. b. Bidder shall submit a rate in PhP/kWh for each contract year. c. Bidder's Proposed Price (for the first Contract Year) and its Levelized Cost of Electricity (LCOE) are both subject to a pre-determined Reserve Price, which will only be revealed by the BAC to Qualified Bidders during the opening of the Bids
12. Discounts	Any Prompt Payment Discount ("PPD") and Power Factor Discount ("PFD") offered by Bidder/Supplier will be considered in the determination of the Bid Price.	
13. Nominated Power Plant	<p>Bidder must identify the proposed power plant ("Nominated Power Plant"), and its location.</p> <ul style="list-style-type: none"> a. The Nominated Power Plant must already be in operation. b. The Nominated Power Plant must be capable of supplying the Contract Capacity and Contract Energy to AEC for the required Contract Period beginning on target Commercial Sale Date, after considering energy and capacity already committed to other off takers. c. In relation to the Nominated Power Plant, Bidder must provide evidence that the Bidder or its direct shareholders is the owner of, and Controls, the Nominated Power Plant and has sufficient authority to enter into the power supply agreement with AEC. d. The Nominated Power Plant must be registered as a direct member of the Wholesale Electricity Spot Market ("WESM"). e. The Nominated Power Plant must have a Certificate of Compliance valid for at least six (6) months from date Bid Opening. f. Bidder shall provide the latest available one (1) year WESM Nodal Prices where the Nominated Plant is located or connected, and which shall be used to determine the Line Rental value. 	
14. Outage Allowance ("OA")	<p>Outage Allowance are as follows:</p> <ul style="list-style-type: none"> a. Scheduled OA not exceeding 720hours b. Forced OA not exceeding 360 hours c. No carry-over of OA 	

15. Assignment or Transfer of Contract Capacity	The Contract Capacity and Associated Energy that is no longer required by AEC may be assigned or transferred to another entity.
16. Reduction in Contract Capacity	The Contract Capacity and associated Energy may be reduced equivalent to the reduction in the demand of captive customers by reason of the implementation of Retail Competition and Open Access, the Renewable Energy Law and other Laws and Legal Requirements.
17. Grounds for Termination	The following are grounds for termination: a. Event of Default b. Non-Fulfillment of Conditions to Effective Date c. Non-Occurrence of DSD d. Certain events of Force Majeure e. Failure to post performance bond or failure to replenish the performance bond
18. Period of Validity of Bids	Bids shall remain valid for One Hundred Eighty (180) days from date of deadline for the submission of bids
19. Bid Security	Bidder shall submit a Bid Security in accordance with the following: a. The Bid Security shall be a Manager's/Cashier's check from a reputable bank payable to Angeles Electric Corporation. b. The Bid Security amount shall be the cost of a 3-month energy supply at 65% Capacity Factor. c. The Bid Security should be valid for One Hundred Eighty (180) days from date of deadline for the submission of bids.
20. Billing & Settlement	a. Supplier to follow WESM Billing Cycle. b. Stipulated currency shall be in Philippine Peso. c. AEC shall settle all power bills in Philippine Peso.
21. Performance Bond	Winning Bidder shall post a Performance Bond as a <i>condition precedent</i> to the signing of the PSA in accordance with the following: a. The Performance Bond shall be the cost of a 3-month energy supply at 65% Capacity Factor. b. The Performance Bond shall be in the form of Cash, Manager's/Cashier's check from a reputable bank, or a Stand-By Letter of Credit (SBLC) from a reputable bank. c. The Performance Bond should be valid until deliveries have commenced. The Performance Bond must be renewed one month before expiry. d. If an SBLC will be used, it must be callable upon demand without need for clearance or approval from winning bidder. e. The Performance Bond must provide for a contact person and address, telephone number and email address of the issuing bank for notification and demand. f. If the Performance Bond is forfeited, but the PSA is not terminated, Winning Bidder shall post another Performance Bond within ten (10) days from Day 2 of Delay. g. The Performance Bond will be returned to the Supplier upon start of actual delivery.
22. Lock-up Provision	The Winning Bidder shall not be allowed to sell and/or assign the executed PSA resulting from a successful CSP to any other entity.
23. Power Supply Agreement (PSA)	a. The pro-forma PSA template supplied with the Bid Package shall be used as primary reference. b. The winning Bidder is expected to sign the PSA without or minimal revisions to the provisions within the period prescribed in the ERC CSP Guidelines.

24. Joint Filing to ERC	Winning Bidder, under pain of forfeiting its performance bond, undertakes to make a Joint Filing with AEC to ERC for the approval of the PSA within the period prescribed in the ERC CSP Guidelines.
25. Debarred & Cross-Debarred Firms	Bidder and any of its Affiliates must not be included in a blacklist issued by any governmental agency of the Philippines or in the Debarred and Cross-Debarred Firms & Individuals list posted in the World Bank website (www.worldbank.org/debarr), whether as an individual contractor, partnership or corporation or as a member of a joint venture or consortium
26. No Outstanding Dispute	Bidder and any of its Affiliates must not have any Outstanding Dispute or pending/outstanding financial obligation/s with AEC, unless this disqualification is waived by AEC. For this purpose, " <i>Outstanding Dispute</i> " refers to any pending judicial, administrative or alternative dispute resolution proceeding between the Bidder or any of its Affiliates, on one hand, and AEC, on the other
27. Prohibited Acts and Agreements	AEC and the Bidders shall observe the highest standard of ethics during the CSP process and execution of the contract. They or through an agent shall not engage in prohibited acts and agreements stated in Article VIII of ERC Resolution No. 16 Series of 2023.
28. AEC Supply Portfolio Management	To diversify AEC's supply portfolio and minimize supply disruptions, AEC will not consider offers from any Power Supplier when the Nominated Power Plant has an existing PSA with AEC. However, if the PSA of the Nominated Plant will expire on or before the Delivery Start Date, the Power Supplier can join the bidding.
29. Other Relevant Information	Should the AEC BAC receive less than TWO (2) Expressions of Interest by 4:00 pm of February 19, 2025 (Expression of Interest Deadline), the BAC shall declare a failure of Bidding for that particular Lot.

To obtain a (soft) copy of the Bid Documents, Parties interested to participate in the Bidding shall submit the following:

- a. Duly filled, signed and notarized Expression of Interest ("*Expression of Interest*" or "EOI"), indicating bid participation in Lot 1 or Lot 2 or both; and,
- b. Non-Disclosure Undertaking ("*Non-Disclosure Undertaking*" or "NDU"); and,
- c. For each Lot, pay a non-refundable fee ("*Participation Fee*") of Eighty Four Thousand Pesos (PHP 84,000.00) inclusive of VAT. The Participation Fee may be paid in cash or by manager's check payable to "Angeles Electric Corporation", issued by a bank in the Philippines and acceptable to AEC.

The EOI & NDU forms are downloadable from the AEC website. The Bid Documents for each Lot consist of: (i) this Invitation to Bid and EOI & NDU Forms; and (ii) the Terms of Reference, including Annexes.

The Bid Documents may be acquired from Mondays to Fridays (excluding Holidays), beginning **February 3, 2025 until February 19, 2025**, from:

ENGR. ALLAN M. SANTILLAN
BAC Secretariat
Angeles Electric Corporation. (AEC)
Don Juan Nepomuceno Ave., cor. Teresa Ave.,
Nepo Center, Angeles City 2009
Email: csp.bac.secretariat@angeleselectric.com.ph

**EXPRESSION OF INTEREST
TO PARTICIPATE IN THE BIDDING**

REPUBLIC OF THE PHILIPPINES)
) S.S.

I, (name), (citizenship), of legal age, with office address at (address), as the (position/designation) of (name of Bidder), a (corporation/partnership) duly organized and existing under Philippine law, hereby declare for and on behalf of (name of Bidder) that (name of Bidder) is willing to participate in the Bidding for the supply of (Please check appropriate box):

- Conventional Energy for Lot 1*
 Renewable Energy for Lot 2

by (insert name of proposed Power Supplier) for the Required Contract Period to Angeles Electric Corporation.

The contact person(s) for the (name of Bidder) [is/are]:

<i>Contact Person 1:</i>	<i>Name of Contact Person Title/Designation Address Fax No. Email Address:</i>
<i>Contact Person 2:</i>	<i>Name of Contact Person Title/Designation Address Fax No. Email Address:</i>

Affiant

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

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

REPUBLIC OF THE PHILIPPINES)
) S.S.

NON-DISCLOSURE UNDERTAKING

_____, a corporation/partnership/joint-venture, duly organized and existing under Philippine law, with principal office address at _____, thru its duly authorized representative, undertakes under pain of disqualification and forfeiture of its bid security not to disclose to any unauthorized third person the contents of the Terms of Reference (TOR) of Angeles Electric Corporation's Competitive Selection Process (CSP) for the Supply of (Please check appropriate box):

- Conventional Energy denominated as AEC-CSP-2025-Lot 1
- Renewable Energy denominated as AEC-CSP-2025-Lot 2

Affiant

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

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of _____.

6 injured in gas leak explosion

DAVAO CITY — Six people were injured due to a gas leak explosion inside a restaurant at Damosa Gateway in Lanang, Davao City on Friday night.

The victims, two females and four males, are workers of Rameyon Bar 99. The Davao City Police Office said the explosion took place at the kitchen of the restaurant. Witnesses said they first saw smoke coming from the kitchen area before the 11-kg LPG tank ignited. The fumes reached the nearby electric fryer causing the explosion.

The Davao City Fire District said the damage was estimated at P360,000.

Meanwhile, Damosa Land management released a statement and said the victims sustained minor injuries and their conditions are being monitored.

Due to the incident, the management announces the temporary closure of the portion of Damosa complex to facilitate necessary restoration efforts.

"The well-being of our employees, tenants, and patrons remains our top priority," the statement added. RUTH PALO

600 transferee voters questioned

BY KAISER JAN FUENTES

CEBU CITY — More than 600 individuals who transferred their voter registration to Mandaue City may face possible exclusion from the master list after a petition was filed before the Municipal Trial Court in Cities (MTCC), questioning their residency status.

The petition alleged that these voters were registered despite not being a resident in the barangay or precinct where they are listed, raising concerns about potential voter fraud ahead of the May 2025 elections.

Former Barangay Subangdaku chairman Ernie Manatad, who is running for city councilor under Team Mandaue of former mayor Jonas Cortes, filed the petition on Friday.

He claimed that an investi-

gation conducted by his team revealed that the registered transferee voters could not be located at their declared addresses, leading them to suspect irregularities in the voter registration process.

Manatad said his team conducted verification efforts between Dec. 27, 2024 and Jan. 20, 2025 to check the validity of the voters in question.

They coordinated with purok leaders and residents to confirm whether the individuals actually

lived at the addresses listed in the official voters list.

Their findings indicated that a significant number of transferees, particularly in the villages of Pagsabungan, Basak, Ibabao, Opao and Tabok, were not known to residents in those areas.

Some listed addresses were either vacant or occupied by families who claimed to have no knowledge of the registered voters.

Manatad is unsure if a specific group is behind these registrations.

Manatad expressed concern that these irregular registrations could affect the outcome of the elections, emphasizing the importance of ensuring that only legitimate residents are allowed to vote.

He pointed out that fraudulent voter registrations undermine the credibility of the electoral process and could be used to manipulate

election results.

Under the Omnibus Election Code and Republic Act 8189, a voter must be a resident of the place where they intend to vote for at least six months before an election.

The law also allows any registered voter, political party, or election authority to challenge questionable registrations before the proper court.

Lawyer Carly Guillermo, Manatad's legal counsel, said they filed the petition to uphold election integrity and prevent ineligible voters from influencing the results.

She also said that if the court grants their petition, the names of these alleged "flying voters" would be removed from the master list, preventing them from casting ballots in the upcoming elections.

Guillermo added that their team is also considering filing election offense cases against in-

dividuals and officials who may have facilitated the questionable registrations, particularly those who issued residency certifications without proper verification.

The Commission on Elections (Comelec) is tasked with ensuring that only qualified voters are included in the official list.

Under Comelec Resolution 10963, voter applicants must present valid identification, such as a PhilSys National ID, postal ID, or a barangay-issued certificate with a photo.

However, Manatad's camp argued that the current verification process has loopholes that allow fraudulent registrations to take place.

Mandaue City has 236,668 registered voters for the 2025 elections. If the court grants the petition, the city's voter count may decrease, potentially impacting the electoral landscape.

INVITATION TO BID
AEC CSP-2025

Supply of Capacity & Energy to Angeles Electric Corporation

Pursuant to the Department of Energy ("DOE") Circular No. DC2023-06-0021, Series of 2023, and Energy Regulatory Commission ("ERC") Resolution No. 16, Series of 2023, Implementing Guidelines for the Procurement, Execution and Evaluation of Power Supply Agreements, and in compliance with DOE Circular No. DC 2017-12-0015, the Renewable Portfolio Standards for On-Grid Areas, ANGELES ELECTRIC CORPORATION ("AEC"), through its Bids and Awards Committee ("BAC"), invites interested Conventional and Renewable Energy Generators to participate in the competitive bidding for the following Lots for the supply of electricity:

Table with 3 columns: CONDITION / PARAMETER, AEC-CSP-2025-Lot 1, AEC-CSP-2025-Lot 2. Rows include Contract Type, Supply Type, Source of Power, Contract Term, Delivery Start Date, Contract Capacity and Period, Firm Minimum Contract Energy, Renewable Energy Certificates, Replacement Power, Penalties for Delay in Start of Deliveries, Contract Price Structure, Discounts, and Nominated Power Plant.

Table with 2 columns: Item Number, Description. Rows include Outage Allowance, Assignment or Transfer of Contract Capacity, Reduction in Contract Capacity, Grounds for Termination, Period of Validity of Bids, Bid Security, Billing & Settlement, Performance Bond, Lock-up Provision, Power Supply Agreement (PSA), Joint Filing to ERC, Debarred & Cross-Debarred Firms, No Outstanding Dispute, Prohibited Acts and Agreements, AEC Supply Portfolio Management, and Other Relevant Information.

To obtain a (soft) copy of the Bid Documents, Parties interested to participate in the Bidding shall submit the following:

- a. Duly filled, signed and notarized Expression of Interest ("Expression of Interest" or "EOI"), indicating bid participation in Lot 1 or Lot 2 or both; and,
b. Non-Disclosure Undertaking ("Non-Disclosure Undertaking" or "NDU"); and,
c. For each Lot, pay a non-refundable fee ("Participation Fee") of Eighty Four Thousand Pesos (PHP 84,000.00) inclusive of VAT. The Participation Fee may be paid in cash or by manager's check payable to "Angeles Electric Corporation", issued by a bank in the Philippines and acceptable to AEC.

The EOI & NDU forms are downloadable from the AEC website. The Bid Documents for each Lot consist of: (i) this Invitation to Bid and EOI & NDU Forms; and (ii) the Terms of Reference, including Annexes.

The Bid Documents may be acquired from Mondays to Fridays (excluding Holidays), beginning February 3, 2025 until February 19, 2025, from:

ENGR. ALLAN M. SANTILLAN
BAC Secretariat
Angeles Electric Corporation, (AEC)
Don Juan Nepomuceno Ave., cor. Teresa Ave.,
Nepe Center, Angeles City 2009
Email: csp.bac.secretariat@angeleselec.com.ph

Pregnancy cannot be used to terminate a flight attendant

Dear PAO,
I have a question regarding my sister's dismissal from her job as a flight attendant with an airline company here in the Philippines. She was dismissed solely because of her pregnancy. The company also denied her maternity leave, citing their policy. According to their policy, if a flight attendant becomes pregnant at any time during the term of her contract, her employment contract will be rendered void, and she will be terminated due to lack of medical fitness. Is this legal? Can the company terminate my sister's employment because of her pregnancy?



DEAR PAO
PERSIDA ACOSTA

mental equality before the law of women and men." Meanwhile, Article II, Section 1 of the 1987 Constitution provides that: "No person shall be deprived of life, liberty, or property without due process of law, nor shall any person be denied the equal protection of the laws."

The first provision exhorts the State to "ensure" the fundamental equality before the law of women and men. This does not only mean that the Philippines shall not countenance nor lend legal recognition and approbation to measures that discriminate on the basis of one's being male or female. It imposes an obligation to actively engage in

securing the fundamental equality of men and women. [Saudi Arabian Airlines (Saudia) v. Rebeschenco, GR 198587, Jan. 14, 2015, penned by Associate Justice Marvic M.V.F. Leonen]

The Convention on the Elimination of all Forms of Discrimination against Women (Cedaw), signed and ratified by the Philippines on July 15, 1980, and on Aug. 5, 1981, respectively, is part of the law of the land. Article I of the Cedaw defines "discrimination against women." It states:

"Article I. For the purposes of the present Convention, the term 'discrimination against women' shall mean any distinction, exclusion or restriction made on the basis of sex which has the effect or purpose of impairing or nullifying the recognition, enjoyment or exercise by women, irrespective of their marital status, on the basis of equality of men and women, of human rights and fundamental freedoms in

the political, economic, social, cultural, civil or any other field."

It is also stated in the case mentioned above that the termination of employees based solely on sex is discriminatory. It is specifically stated in the case of Saudi Arabian Airlines (Saudia) v. Rebeschenco (Ibid.):

"So informed and animated, we emphasize the glaringly discriminatory nature of Saudia's policy. As argued by respondents, Saudia's policy entails the termination of employment of flight attendants who become pregnant. At the risk of stating the obvious, pregnancy is an occurrence that pertains specifically to women. Saudia's policy excludes from and restricts employment on the basis of no other consideration but sex. xxx

"Stripped of all unnecessary complexities, respondents were dismissed for no other reason than simply that they were pregnant. This is as wanton, oppressive, and tainted with bad faith

as any reason for termination of employment can be. This is no ordinary case of illegal dismissal. This is a case of manifest gender discrimination. It is an affront not only to our statutes and policies on employees' security of tenure, but more so, to the Constitution's dictum of fundamental equality between men and women."

Furthermore, apart from the constitutional policy on fundamental equality before the law of men and women, it is settled that contracts relating to labor and employment are impressed with the public interest. Article 1700 of the Civil Code of the Philippines provides:

"Article 1700. They are so impressed with public interest that labor contracts must yield to the common good. Therefore, such contracts are subject to the special laws on labor unions, collective bargaining, strikes and lockouts, closed shop, wages, working conditions, hours of

labor and similar subjects."

In the situation you mentioned, your sister, who was a flight attendant, may not be terminated for the sole reason that she is pregnant. It is clear from the jurisprudence and laws discussed above that the company's act of terminating an employee solely due to pregnancy is an act of discrimination. This is contrary to our laws and public policy.

We hope that we are able to answer your queries. This advice is based solely on the facts you have narrated and our appreciation of the same. Our opinion may vary when other facts are changed or elaborated.

Thank you for your continued trust and support.

Editor's note: Dear PAO is a daily column of the Public Attorney's Office. Questions for Chief Acosta may be sent to dearpao@manilatimes.net

Dear Charlene,
Article II, Section 14 of the 1987 Constitution provides: "The State recognizes the role of women in nation-building, and shall ensure the funda-

INVITATION TO BID AEC CSP-2025 Supply of Capacity & Energy to Angeles Electric Corporation

Pursuant to the Department of Energy ("DOE") Circular No. DC2023-06-0021, Series of 2023, and Energy Regulatory Commission ("ERC") Resolution No. 16, Series of 2023, *Implementing Guidelines for the Procurement, Execution and Evaluation of Power Supply Agreements*, and in compliance with DOE Circular No. DC 2017-12-0015, the *Renewable Portfolio Standards for On-Grid Areas*, ANGELES ELECTRIC CORPORATION ("AEC"), through its Bids and Awards Committee ("BAC"), invites interested Conventional and Renewable Energy Generators to participate in the competitive bidding for the following Lots for the supply of electricity:

CONDITION / PARAMETER	AEC-CSP-2025-Lot 1	AEC-CSP-2025-Lot 2
1. Contract Type	Physical	Physical
2. Supply Type	Baseload	Baseload
3. Source of Power	Open/Conventional Technology	Renewable Energy RPS-Eligible
4. Contract Term	10 Years	10 Years
5. Delivery Start Date ("DSD")	26 October 2026 or Upon ERC approval whichever comes later	26 October 2026 or Upon ERC approval whichever comes later
6. Contract Capacity and Period	12MW: 26 Oct. 2026 to 25 Feb. 2029 27MW: 26 Feb. 2029 to 25 Oct. 2036	26MW: 26 Oct. 2026 to 25 Oct. 2036
7. Firm Minimum Contract Energy	12MW Capacity: • 68,328,000 MWH Minimum Contract Energy @ 65% LF 27MW Capacity: • 153,738,000 MWH Minimum Contract Energy @ 65% LF <i>Note: Exact Annual Minimum Contract Energy given in Bid Documents package.</i>	148,044,000 MWH Minimum Contract Energy @ 65% LF <i>Note: Exact Annual Minimum Contract Energy given in Bid Documents package.</i>
8. Renewable Energy Certificates ("RECs")	N/A	In a given Contract Year, Power Supplier must deliver the energy corresponding to 65% of Contract Capacity. RECs shall be equivalent to the energy delivered to AEC and declared to WESM by Power Supplier as bilateral contract quantity, reckoned annually. However, RECs shall be accounted on a monthly basis. If the Supplier fails to deliver the Annual Contract Energy due to circumstances not falling under Force Majeure, Supplier shall provide, at its own cost, the RECs corresponding to the energy shortfall.
9. Replacement Power	a. If deliveries have not commenced as scheduled, Power Supplier, for each day of delay, shall procure Replacement Power up to contracted capacity to be paid by AEC at the lower between load-weighted average WESM price and the Contract Price. b. After DSD and beyond Outage Allowance, Replacement Power will be provided by Power Supplier and paid for by AEC the lower between load-weighted average WESM price and the Contract Price.	a. If deliveries have not commenced as scheduled, Power Supplier, for each day of delay, shall procure Replacement Power up to contracted capacity to be paid by AEC at the lower between load-weighted average WESM price and the Contract Price. b. After DSD and beyond Outage Allowance, Replacement Power will be provided by Power Supplier and paid for by AEC the lower between load-weighted average WESM price and the Contract Price. c. In both instances above, Supplier must provide, at no additional cost, RECs equivalent to the Replacement Power delivered.
10. Penalties for Delay in Start of Deliveries	If the Delivery Start Date, as approved by ERC, is not met by Supplier: 1. For every day of delay from Delivery Start Date, Supplier shall provide Replacement Power at the lower between load-weighted average WESM price and the Contract Price; 2. If Supplier cannot provide replacement power on Day 1 of contract term, the Performance Bond shall be forfeited, and Supplier must replenish the Performance Bond within ten days from Day 2 of contract term. 3. If no delivery commenced by Day 60 of delay, the replenished Performance Bond shall also be forfeited, and the PSA will be terminated.	If the Delivery Start Date, as approved by ERC, is not met by Supplier: 1. For every day of delay from Delivery Start Date, Supplier shall provide Replacement Power at the lower between load-weighted average WESM price and the Contract Price; and, 2. Supplier shall provide at its own cost to AEC the corresponding number of Renewable Energy Certificates (RECs) to compensate AEC for the deficit caused by the delay. 3. On Day 1 of Delay, the Performance Bond shall be forfeited, and Supplier must replenish the Performance Bond within ten days from Day 2 of Delay. 4. If no delivery commenced by Day 60 of delay, the replenished Performance Bond shall also be forfeited, and the PSA will be terminated.
11. Contract Price Structure	Bidder shall provide the Contract Price/Tariff structure: a. Two-part Tariff consisting of Fixed and Variable Costs b. Capital Recovery Fee component of the Tariff should be fixed for the whole Required Contract Period and in Philippine currency c. No Take-or-Pay on Variable Costs, which includes Fuel and VOM. d. Bidder's Proposed Price (for the first Contract Year) and its Levelized Cost of Electricity (LCOE) are both subject to a pre-determined Reserve Price, which will only be revealed by the BAC to Qualified Bidders during the opening of the Bids	a. Bidder shall provide Straight Energy Fee (in PHP/kWh), exclusive of line rental and inclusive of other WESM charges. b. Bidder shall submit a rate in PHP/kWh for each contract year. c. Bidder's Proposed Price (for the first Contract Year) and its Levelized Cost of Electricity (LCOE) are both subject to a pre-determined Reserve Price, which will only be revealed by the BAC to Qualified Bidders during the opening of the Bids
12. Discounts	Any Prompt Payment Discount ("PPD") and Power Factor Discount ("PFD") offered by Bidder/Supplier will be considered in the determination of the Bid Price.	
13. Nominated Power Plant	Bidder must identify the proposed power plant ("Nominated Power Plant"), and its location. a. The Nominated Power Plant must already be in operation. b. The Nominated Power Plant must be capable of supplying the Contract Capacity and Contract Energy to AEC for the required Contract Period beginning on target Commercial Sale Date, after considering energy and capacity already committed to other off takers. c. In relation to the Nominated Power Plant, Bidder must provide evidence that the Bidder or its direct shareholders is the owner of, and Controls, the Nominated Power Plant and has sufficient authority to enter into the power supply agreement with AEC. d. The Nominated Power Plant must be registered as a direct member of the Wholesale Electricity Spot Market ("WESM"). e. The Nominated Power Plant must have a Certificate of Compliance valid for at least six (6) months from date Bid Opening. f. Bidder shall provide the latest available one (1) year WESM Nodal Prices where the Nominated Plant is located or connected, and which shall be used to determine the Line Rental value.	

14. Outage Allowance ("OA")	Outage Allowance are as follows: a. Scheduled OA not exceeding 720hours b. Forced OA not exceeding 360 hours c. No carry-over of OA
15. Assignment or Transfer of Contract Capacity	The Contract Capacity and Associated Energy that is no longer required by AEC may be assigned or transferred to another entity.
16. Reduction in Contract Capacity	The Contract Capacity and associated Energy may be reduced equivalent to the reduction in the demand of captive customers by reason of the implementation of Retail Competition and Open Access, the Renewable Energy Law and other Laws and Legal Requirements.
17. Grounds for Termination	The following are grounds for termination: a. Event of Default b. Non-Fulfillment of Conditions to Effective Date c. Non-Occurrence of DSD d. Certain events of Force Majeure e. Failure to post performance bond or failure to replenish the performance bond
18. Period of Validity of Bids	Bids shall remain valid for One Hundred Eighty (180) days from date of deadline for the submission of bids
19. Bid Security	Bidder shall submit a Bid Security in accordance with the following: a. The Bid Security shall be a Manager's/Cashier's check from a reputable bank payable to Angeles Electric Corporation. b. The Bid Security amount shall be the cost of a 3-month energy supply at 65% Capacity Factor. c. The Bid Security should be valid for One Hundred Eighty (180) days from date of deadline for the submission of bids.
20. Billing & Settlement	a. Supplier to follow WESM Billing Cycle. b. Stipulated currency shall be in Philippine Peso. c. AEC shall settle all power bills in Philippine Peso.
21. Performance Bond	Winning Bidder shall post a Performance Bond as a <i>condition precedent</i> to the signing of the PSA in accordance with the following: a. The Performance Bond shall be the cost of a 3-month energy supply at 65% Capacity Factor. b. The Performance Bond shall be in the form of Cash, Manager's/Cashier's check from a reputable bank, or a Stand-By Letter of Credit (SBLC) from a reputable bank. c. The Performance Bond should be valid until deliveries have commenced. The Performance Bond must be renewed one month before expiry. d. If an SBLC will be used, it must be callable upon demand without need for clearance or approval from winning bidder. e. The Performance Bond must provide for a contact person and address, telephone number and email address of the issuing bank for notification and demand. f. If the Performance Bond is forfeited, but the PSA is not terminated, Winning Bidder shall post another Performance Bond within ten (10) days from Day 2 of Delay. g. The Performance Bond will be returned to the Supplier upon start of actual delivery.
22. Lock-up Provision	The Winning Bidder shall not be allowed to sell and/or assign the executed PSA resulting from a successful CSP to any other entity.
23. Power Supply Agreement (PSA)	a. The pro-forma PSA template supplied with the Bid Package shall be used as primary reference. b. The winning Bidder is expected to sign the PSA without or minimal revisions to the provisions within the period prescribed in the ERC CSP Guidelines.
24. Joint Filing to ERC	Winning Bidder, under pain of forfeiting its performance bond, undertakes to make a Joint Filing with AEC to ERC for the approval of the PSA within the period prescribed in the ERC CSP Guidelines.
25. Debarred & Cross-Debarred Firms	Bidder and any of its Affiliates must not be included in a blacklist issued by any governmental agency of the Philippines or in the Debarred and Cross-Debarred Firms & Individuals list posted in the World Bank website (www.worldbank.org/debar), whether as an individual contractor, partnership or corporation or as a member of a joint venture or consortium
26. No Outstanding Dispute	Bidder and any of its Affiliates must not have any Outstanding Dispute or pending/outstanding financial obligation/s with AEC, unless this disqualification is waived by AEC. For this purpose, " Outstanding Dispute " refers to any pending judicial, administrative or alternative dispute resolution proceeding between the Bidder or any of its Affiliates, on one hand, and AEC, on the other
27. Prohibited Acts and Agreements	AEC and the Bidders shall observe the highest standard of ethics during the CSP process and execution of the contract. They or through an agent shall not engage in prohibited acts and agreements stated in Article VIII of ERC Resolution No. 16 Series of 2023.
28. AEC Supply Portfolio Management	To diversify AEC's supply portfolio and minimize supply disruptions, AEC will not consider offers from any Power Supplier when the Nominated Power Plant has an existing PSA with AEC. However, if the PSA of the Nominated Plant will expire on or before the Delivery Start Date, the Power Supplier can join the bidding.
29. Other Relevant Information	Should the AEC BAC receive less than TWO (2) Expressions of Interest by 4:00 pm of February 19, 2025 (Expression of Interest Deadline), the BAC shall declare a failure of Bidding for that particular Lot.

To obtain a (soft) copy of the Bid Documents, Parties interested to participate in the Bidding shall submit the following:

- Duly filled, signed and notarized Expression of Interest ("*Expression of Interest*" or "EOI"), indicating bid participation in Lot 1 or Lot 2 or both; and,
- Non-Disclosure Undertaking ("*Non-Disclosure Undertaking*" or "NDU"); and,
- For each Lot, pay a non-refundable fee ("*Participation Fee*") of Eighty Four Thousand Pesos (PHP 84,000.00) inclusive of VAT. The Participation Fee may be paid in cash or by manager's check payable to "Angeles Electric Corporation", issued by a bank in the Philippines and acceptable to AEC.

The EOI & NDU forms are downloadable from the AEC website. The Bid Documents for each Lot consist of: (i) this Invitation to Bid and EOI & NDU Forms; and (ii) the Terms of Reference, including Annexes.

The Bid Documents may be acquired from Mondays to Fridays (excluding Holidays), beginning **February 3, 2025 until February 19, 2025**, from:

ENGR. ALLAN M. SANTILLAN
BAC Secretariat
Angeles Electric Corporation, (AEC)
Don Juan Nepomuceno Ave., cor. Teresa Ave.,
Nepo Center, Angeles City 2009
Email: csp.bac.secretariat@angeleselectric.com.ph