NOTICE OF BIDDING

Pursuant to DOE-DENR Joint Administrative Order No. JAO 2026-01, entitled *"Providing for the Framework for the Evaluation and Award of Contracts and Agreements Involving Confirmed Resources"* (National Interest Evaluation Framework or the Framework), the Department of Energy (DOE) invites all Qualified Bidders to participate in the Coal Bid Round for the Award of Coal Operating Contract for Development and Production (DP COC).

1. The Bid Round shall cover the following Pre-Determined Areas (PDAs):

Area No.	Location	Coal Block Nos.
PDA-DP-01	Semirara Island, Caluya, Antique	28-G-214, 28-G-215, 28-G-254, 28-G-255, 28-G-256, 28-G-295, 28-G-296, 28-G-335, 28-G-336, and 28-G-337 Ten (10) coal blocks
PDA-DP-02	Amulung and Iguig, Cagayan	11-G-231, 11-G-270, and 11-G-271 Three (3) coal blocks
PDA-DP-03	Benito Soliven, Naguilian, and Cauayan, Isabela Province	14-G-115, 14-G-116, 14-G-117, 14-G-118, and 14-G-119 Five (5) coal blocks

2. The indicative schedule of the Bid Round is as follows:

#	Activity	Counting basis	Date
1	Launch of Bid Round + Publication of ITB	Day 0 (anchor)	**Wed 11 Nov 2026**
2	Pre-Bid Conference	Date to be set by DOE	**Fri 13 Nov 2026**
–	*Clarification-request cut-off*	≥15 calendar days before Bid Submission	**Thur 26 Nov 2026**
–	*Supplemental Bid Bulletin cut-off (DOE initiative)*	≥7 calendar days before Bid Submission	**Fri 04 Dec 2026**
3	Bid Submission Date	Launch + 30 calendar days	**Fri 11 Dec 2026**
4	Bid Opening Date at 1300H (completeness check)	Immediately follows submission	**Fri 11 Dec 2026**
5	Conduct of Substantive Evaluation	Within the +3 working-day window	**Fri 11 – Wed 16 Dec 2026**
6	Submission of List of Qualified Bidders to Secretary	+3 working days from Bid Submission Date	**Wed 16 Dec 2026**
7	Issuance and Posting of List of Qualified Bidders	+2 working days from submission of results	**Fri 18 Dec 2026**
–	*Submission of Rectification Documents (if allowed)*	*+2 working day from notice*	***Fri 18 Dec 2026***
8	Financial Proposal Opening Date	+1 working day from posting of the List	**Mon 21 Dec 2026**
9	Submission of Summary / Ranking to Secretary	+1 working day from FP Opening	**Tue 22 Dec 2026**

#	Activity	Counting basis	Date
10	Declaration of Highest-Rated Qualified Bidder + Notice of Qualification	+2 working days from receipt of ranking	**Mon 28 Dec 2026**
11	Deadline for Post-Bidding Requirements	+2 working days from Notice of Qualification	**Mon 04 Jan 2027**
12	Submission of evaluation results on Post-Bidding Requirements	+3 working days from receipt	**Thur 7 Jan 2027**
13	Issuance of Notice of Award	+2 working days from receipt of evaluation	**Mon 11 Jan 2027**
14	Signing of DP COC	+2 working days from Notice of Award	**Wed 13 Jan 2027**

2.1 The actual date may be changed at any time, upon approval by the Secretary and due notification to interested parties.

2.2 In the event of work suspension declared by competent government authority, the scheduled activity will automatically be rescheduled to the next working day.

The DOE reserves the right to accept or reject any bid and to modify or amend this NOB, Instruction to Bidders (ITB) or any related documents, and to suspend or annul the Bid Round at any time prior to the award, without incurring any liability to the affected bidders or any obligation to inform the bidder/s.

Further details on the Bid Round shall be issued by the DOE through its official website.

For queries and clarifications, please contact the Coal and Nuclear Mineral Resources Development Division at telephone numbers 8840-2254 / 8479-2900 loc 266 or e-mail at cnmd@doe.gov.ph.

Sharon S. Garin
Secretary

INSTRUCTION TO BIDDERS
APPLICATION FOR AND AWARD OF COAL OPERATING CONTRACT FOR DEVELOPMENT AND PRODUCTION (DP COC)

The **Department of Energy (DOE)** issues this **Instruction to Bidders (ITB)** for the **Bid Round Governing the Application and Award of Coal Operating Contracts for Development and Production**. This Bid Round is conducted pursuant to **DOE-DENR Joint Administrative Order No. JAO 2026-01**, entitled *"Providing for the Framework for the Evaluation and Award of Contracts and Agreements Involving Confirmed Resources"* (**National Interest Evaluation Framework or the Framework**).

The ITB includes the following Annexes:

- Annex A: Pre-Determined Areas
  - A-1: Area 1 - Semirara Island, Caluya, Antique (10 blocks)
    - A-1.1: First Seepage Situationer Report
    - A-1.2: Second Seepage Situationer Report
    - A-1.3: Third Seepage Situationer Report
  - A-2: Area 2 - Amulung and Iguig, Cagayan (3 blocks)
  - A-3: Area 3 - Benito Soliven, Naguilian, and Cauayan, Isabela (5 blocks)
- Annex B: Bid Round Design
- Annex C: Qualification Documents
  - C-1: Legal Qualification Documents
  - C-2: Technical Qualification Documents
  - C-3: Financial Qualification Documents
- Annex D: Technical Baseline and Assumptions
- Annex E: Checklist of Documentary Requirements

Forms and Templates

- Form 1: Covering Information Sheet
- Form 2: Affidavit of No Unsatisfactory Performance Record
- Form 3: Undertaking for Technical and Manpower Capability
- Form 4: Undertaking on Domestic Supply Commitment
- Form 5: Work Program and Budget Template
- Form 6: Sample Parent Company Guarantee
- Form 7: Financial Proposal Form
- Form 8: Sample Forms and Templates
  - 8.1: Sample Secretary's Certificate
  - 8.2: Sample Board Resolution
- Form 9: Affidavit of Acceptance of Bidder's Responsibilities

1. GENERAL DESCRIPTION

1.1 The DOE invites bids for the Development and Production Coal Operating Contract (DP COC) covering the Pre-Determined Areas identified in **Annex "A."**

All areas are offered *"as is, where is."* By submitting its Bidding Documents, the bidder assumes full responsibility and confirms that it will accept the award of contract for the PDA in the physical, geographic, surface, environmental, accessibility, boundary, or ground condition of the coal blocks at the time of such award.

1.2 The scope of work under the resulting DP COC for all the bidders, except the existing operator(s), shall expressly exclude any obligations, costs, or liabilities related to the decommissioning and rehabilitation of areas impacted by the exploration, development, or production activities of prior operators. All obligations, costs, and liabilities associated with the decommissioning and rehabilitation of these areas remain the sole responsibility of the respective prior operator(s) who shall reflect such in its own work program.

1.3 Pursuant to Section 6.10 of the Framework, all existing operators, whether directly or indirectly - such as through affiliates - intending to participate in this Bid Round for PDAs they currently operate must properly account for all assets, equipment, and facilities—whether movable or immovable—used or necessary in the operations that have been cost-recovered, amortized, or depreciated, in full or in part, during the term of their contract. These assets shall be turned over for use in the implementation of the resulting DP COC without prejudice to any judgment, order, or directive issued by a court of competent jurisdiction concerning the ownership, disposition, or turnover of such assets.

For the avoidance of doubt, this section strictly complies with the Framework and the DOE assumes **no liability** or obligation whatsoever for any failure or refusal by an existing operator to comply with this requirement, **nor shall it bear any liability** in the event that a court of competent jurisdiction rules on the ownership, disposition, or turnover of such assets.

1.4 This ITB establishes the procedures for the conduct of the Bid Round, including the submission requirements of the Qualification Documents and Financial Proposal. It also outlines the criteria and rules used by the **Department of Energy (DOE)** for the selection of the Winning Bidder for each of the PDAs offered. This ITB implements, and must be interpreted consistently with, **DOE-DENR Joint Administrative Order No. 2026-01** (the "National Interest Evaluation Framework" or "Framework").

1.5 The Review and Evaluation Committee for the implementation of the Framework (REC-JAO), created pursuant to DOE DO2026-10-0023 and SO2026-10-0085, shall oversee the bidding process. The DOE Secretary shall decide on all matters in all stages of the bidding process.

1.6 Any notice or communication given by a Bidder to the REC-JAO shall be in writing and shall be effective when a copy thereof is stamped received by the Records Receiving Unit of the DOE; or, when sent by electronic mail, shall be effective upon successful transmittal to the designated email

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address/es; or, when sent by registered mail, shall be effective upon actual receipt by the Records Receiving Unit of the DOE.

All such notices or communication shall be addressed, as follows:

To: **THE CHAIRPERSON**
REC-JAO
Department of Energy
34th St., Rizal Drive, Bonifacio Global City
Taguig City, Philippines 1632

All notices or communications sent by electronic mail shall be sent to the following designated email address: cnmd@doe.gov.ph.

2. BIDDING SCHEDULE

2.1 Table 1 below provides an indicative bidding schedule, as follows:

#	Activity	Counting basis	Date
1	Launch of Bid Round + Publication of ITB	Day 0 (anchor)	**Wed 11 Nov 2026**
2	Pre-Bid Conference	Date to be set by DOE	**Fri 13 Nov 2026**
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14	Signing of DP COC	+2 working days from Notice of Award	**Wed 13 Jan 2027**

2.2 The actual date may be changed at any time, upon approval by the Secretary and due notification to interested parties.

2.3 In the event of work suspension declared by competent government authority, the scheduled activity will automatically be rescheduled to the next working day.

3. GENERAL PROCEDURE FOR THE BID ROUND

3.1 After the launching of the Bid Round and posting of the ITB, Prospective Bidders may submit their queries, comments and clarifications on the bidding process, bidding documents and evaluation criteria. The REC-JAO shall consolidate and submit these comments to the DOE Secretary for consideration and further refining of the bidding parameters and the DP COC Contract, if necessary.

3.2 The REC-JAO shall conduct a Pre-Bid Conference in accordance with Section 6. (Pre-Bid Conference).

3.3 On or before the Bid Submission Date, Prospective Bidders shall submit to the REC-JAO its Bid Documents comprising the Qualification Documents in the First Envelope and the Financial Proposal in the Second Envelope.

3.4 Prior to the acceptance of the Bid Documents, the Prospective Bidders shall pay the required non-refundable application fee in the amount of Two Hundred Thousand Pesos (P200,000.00) per PDA.

3.5 On the Bid Opening Date, which shall immediately follow the Bid Submission Date, the REC-JAO shall open the First Envelope and conduct a preliminary review to determine the completeness of the Legal, Technical and Financial Qualification Documents in accordance with Section 5. The preliminary review shall be limited to ascertaining whether all the required documents have been submitted in accordance with Section 12.1.1.

3.6 Bidders who submitted all the required Qualification Documents shall be rated "COMPLETE" in the preliminary completeness review and shall proceed to substantive evaluation. Bidders with lacking or incomplete submissions shall be rated "INCOMPLETE" and shall no longer be considered for further evaluation.

3.7 Following the preliminary completeness review, the REC-JAO shall conduct a substantive evaluation of the Qualification Documents of the Bidders who passed such review to determine the authenticity, accuracy, and compliance with the legal, technical, and financial qualification criteria prescribed under Section 5 of this ITB. The substantive evaluation shall be conducted on a Pass/Fail basis. Only Bidders determined to have satisfied all applicable qualification criteria shall be considered Qualified Bidders.

3.8 Upon completion of the substantive evaluation, the REC-JAO shall submit the results of both the preliminary completeness review and the substantive evaluation. The DOE Secretary shall approve the Bidders qualified to proceed to the opening of Financial Proposal and cause the publication of the list of Qualified Bidders whose Financial Proposal shall be opened.

3.9 On the Financial Proposal Opening Date, the REC-JAO shall open the Second Envelope of each Qualified Bidder and conduct a preliminary review to determine the completeness of the Financial Proposal and the sufficiency of the accompanying Bid Security in accordance with the requirements of this ITB. Only Financial Proposals determined to be complete and accompanied by sufficient Bid Security shall proceed to evaluation and ranking

3.10 Following the preliminary review, the REC-JAO shall evaluate and rank the Financial Proposals that passed such review in accordance with the financial evaluation criteria prescribed under this ITB. The REC-JAO shall submit the summary of the Financial Proposals of the Qualified Bidders to the DOE Secretary. The DOE Secretary shall declare the Highest-Rated Qualified Bidder and cause the issuance of a Notice of Qualification for the submission of the Post-Bidding Requirements within the prescribed period.

3.11 Within two (2) working days from receipt of the NOQ, the Winning Bidder shall submit the post-bidding requirements, consisting of the NCIP certification and the Performance Guarantee.

3.12 Upon receipt of the complete post-bidding requirements, the REC-JAO shall evaluate the same and submit the results of its evaluation to the Secretary. If the results of the evaluation are satisfactory, the Secretary shall issue a Notice of Award (**NOA**) to the Highest-Rated Qualified Bidder.

3.13 Within two (2) working days from receipt of the NOA, the Winning Bidder shall: (a) confirm its acceptance of the award in writing; (b) submit a duly signed copy of the DP COC; and (c) pay the committed signature bonus. Only upon full compliance with these requirements shall DOE commence the process for the approval of the DP COC by the Secretary. Upon

approval by the Secretary, the approved DP COC shall be transmitted to the Winning Bidder. Within ninety (90) calendar days from receipt of the approved DP COC, the Winning Bidder shall pay the advance payment.

4. RESPONSIBILITIES OF BIDDERS

4.1 Notwithstanding any information given in this ITB, data sets and packages, and any additional communications from DOE or the REC-JAO, including any notices and bid bulletins, it is the sole responsibility of each Bidder to:

4.1.1 be fully acquainted with the requirements, terms, and conditions of the Bid Round;

4.1.2 examine all its Bidding Documents and verify the correctness, accuracy, completeness, and reliability of the information contained in these documents;

4.1.3 familiarize itself with all the applicable laws and administrative issuances and regulations of the Philippines, whether national or local, that may affect the Bid Round and the PDA being applied for; and

4.1.4 determine and satisfy itself, at its own cost and risk, and by such means as it considers necessary and desirable, as to all matters pertaining to the execution of the DP COC for the PDA applied for, including but not limited to the location and nature of the PDA; the terrain, geological, meteorological, and hydrological conditions; existing works and plans for future works in the area; existing and planned above ground and sub-level utilities; easements; existing or threatened legal disputes or issues; environmental and social concerns and issues; the requirement and availability of labor, materials, equipment, aggregate sources, water, power, roads, communications and other relevant factors; resource requirements; traffic and ridership projections; the financial viability of the PDA; and risks and contingencies that may affect the cost, duration, execution and completion of the DP COC. For purposes of bid evaluation, Bidders shall be evaluated based on, and are assumed to know only, such information related to the DP COC and PDA to the extent provided by the DOE prior to the Bid Submission Date.

4.2 The Bidders (including any Consortium Members or Affiliates) shall not be entitled to and shall not make any claim against the DOE or any other associated party, whether based on contract, quasi-delict or delict, for damages, extensions of time or payments on the grounds:

4.2.1 of any misunderstanding or misapprehension in respect of the Bid Round and the Bidding Documents; or

4.2.2 that incorrect or insufficient information relating to the Bid Round or Bidding Documents was given to them by the DOE or any other associated party.

4.3 Before submitting their bids, the Bidders are deemed to be knowledgeable of all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the PDA being applied for in any way.

4.4 By submitting its Bidding Documents, a Bidder shall be presumed to have fully examined and accepted all the terms and conditions provided in this ITB and Annexes, and the Framework.

4.5 Bidders shall bear all costs, liabilities, losses and damages associated with or resulting from their participation in the Bid Round. The DOE shall not be held responsible or liable in any way for any such costs, losses or damages incurred by any Bidder (whether incurred by it directly or indirectly, or by its advisors, Affiliates or other persons), regardless of the results of the Bid Round.

4.6 Prospective Bidders may request one (1) site visit for each PDAs by sending a request through electronic mail to cnmd@doe.gov.ph, at least five (5) working days prior to its proposed date for the site visit.

4.7 The proposed schedule for the site visit shall be confirmed by the REC-JAO through electronic mail, including details and protocols to be observed.

5. CLARIFICATIONS AND AMENDMENTS ON THE ITB

5.1 Prospective Bidders may request for clarification(s) on and/or interpretation of any part of this ITB, its Annexes, Forms and Templates. Such a request, which should be received by the REC-JAO at least fifteen (15) calendar days before the deadline set for the submission and receipt of Bid Documents, must be addressed and sent to the Chairperson of the REC-JAO through electronic mail to cnmd@doe.gov.ph.

5.2 Clarification and inquiries may also be sent through hard copy and delivered to the DOE Main Office, Records Receiving Unit, attention to REC-JAO Chairperson.

5.3 If necessary, the REC-JAO shall respond to the requests and inquiries through the issuance of Supplemental Bid Bulletins and posted in the DOE website.

5.4 Supplemental Bid Bulletins may also be issued upon the DOE's initiative for purposes of clarifying or amending any provision of the ITB and its Annexes, Forms and Templates, not later than seven (7) calendar days before the Bid Submission Date.

5.5 Any modification to the ITB shall be identified as an amendment, which must be approved by the DOE Secretary, before the issuance of Supplemental Bid Bulletin.

5.6 Any Supplemental Bid Bulletin shall be posted in any conspicuous place in the premises of the DOE Main Office, and on its official website and/or social media platforms. It shall be the responsibility of all prospective bidders to inquire and secure Supplemental Bid Bulletins that may be issued by the REC-JAO. However, bidders who have submitted bids before the issuance of the Supplemental Bid Bulletin must be accordingly informed by the REC-JAO and be allowed to modify or withdraw their bids prior to the Bid Submission Date.

6. QUALIFICATION REQUIREMENTS

To qualify to bid for any PDA, Bidders must comply with all the Legal Qualification Requirements, Technical Qualification Requirements and Financial Capability Qualification Requirements provided in this Section.

6.1 **LEGAL QUALIFICATION REQUIREMENTS.** To qualify, Bidders must submit the complete legal documentation requirements prescribed in **Annex "C-1"** hereof to prove their nationality, legal eligibility, and absence of disqualifying conditions.

6.1.1 Bidders must be:

6.1.1.1 Filipino citizens, corporations, partnerships or associations with at least sixty percent (60%) of is capitalization is owned by Filipinos, duly registered with the Securities and Exchange Commission (SEC) or cooperatives, organized or authorized for the purpose of engaging in coal exploration, development and production.

6.1.1.2 Entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more entities that intend to be jointly and severally responsible or liable for a particular contract; *Provided,* that in accordance with relevant laws, rules, and regulations, Filipino ownership or interest of the Joint Venture concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the participating interest of each of the Joint Venture partner as specified in their Joint Venture Agreement (JVA); *Provided further*, that each member of the Joint Venture must be organized or authorized for the purpose of engaging in coal exploration, development and production.

6.1.2 No Unsatisfactory Performance Record.

6.1.2.1 All Bidders must not have any record of breach or unsatisfactory performance under their existing or previous contracts, or relevant laws.

6.1.2.2 To comply with this Section, Bidders shall submit an Affidavit of No Unsatisfactory Performance Record in the form prescribed in **Form 2.**

6.1.2.3 Unsatisfactory Performance Record means, in respect of an entity, any failure of that entity to comply with a material obligation under any contract or agreement with the Government, or under any permit, lease, license, tenement, or other right relevant to the exploration, development, mining, production, rehabilitation, or closure of coal in mining areas, held or cited by it, is established by the records of the DOE or by a determination of a court, arbitral tribunal, or the counterparty concerned, and remains unremedied as at the Bid Submission Date.

6.1.2.4 In determining compliance with the requirement under Section 6.1.2, Bidder performance shall be assessed, including any actual or potential contractual non-compliance and the adequacy of the remedial measures necessary to address such non-compliance in its proposed work program. The performance assessment is a continuing requirement that remains in effect after the award of the DP COC. Non-compliance or failure to meet assessment standards constitutes grounds for cancellation or termination of the DP COC. The DOE reserves the right to engage third-party experts in coal mining, health and safety, and environmental management to assist in this process.

6.1.2.5 The REC-JAO shall notify the Secretary of any unsatisfactory record of any Bidder that has come to its attention and/or based on records made available to it.

The DOE Secretary may cause the disqualification of the Bidder on the basis of such unsatisfactory performance record. The decision of the DOE Secretary shall be final for purposes of this Bid Round.

6.2 **TECHNICAL QUALIFICATION REQUIREMENTS.** To qualify, Bidders must submit the complete technical documentation requirements prescribed in **Annexes "C-2"** hereof to prove their technical capability and the adequacy of its proposed work program.

6.2.1 **Technical Capability**

6.2.1.1 **Key Mine Personnel.** Bidders must demonstrate that they have or will have, on the ***effective date*** of the DP COC, the following key mine personnel, with the required qualifications and experience:

Table 2. Key Mine Personnel	
Position	**Experience Required**
Head of Mining Operations	Licensed Mining Engineer with at least five (5) years relevant experience in mine operations in the mining method proposed by the Bidder.
Head of Mine Planning	Licensed Mining Engineer with at least five (5) years relevant experience in mine planning in the mining method proposed by the Bidder.
Head of Geology	Licensed Geologist with at least five (5) years geological experience directly related in the mining method proposed by the Bidder.
Head of Safety	Licensed Mining Engineer with at least five (5) years relevant experience in mine safety in the mining method proposed by the Bidder.
Head of Environmental Management	Must have at least five (5) years relevant experience in mining related environmental work and must be (1) a bachelor's degree holder; (2) a Pollution Control Officer (PCO) accredited by DENR-EMB; (3) Trained in EIA/ECC compliance or ISO 14001 Environmental Management Systems within the last five (5) years.

6.2.1.2 Bidders may designate personnel as satisfying one or more of the personnel requirements identified in Table 2.

6.2.1.3 In addition to the Key Mine Personnel required under this Section, the Bidder must demonstrate that it has or will have, on the ***effective date*** of the DP COC, the organizational structure and manpower depth necessary to implement its proposed work program for the PDA being applied for.

6.2.1.4 To establish compliance, the Bidder shall submit: (i) its existing or proposed organizational structure, showing functions, reporting lines and the positions comprising each function; (ii) a manpower plan stating, for each function, the number of positions, the qualifications required for each, and the complement to be deployed consistent with its proposed Work Program; and (iii) for each position, whether it is to be filled from the Bidder's own personnel, from the personnel of a Consortium Member or an affiliate or subsidiary, or by recruitment.

6.2.1.5 In the alternative, a Bidder may comply with this Section if it submits a binding undertaking in the form prescribed in **Form 3** that it will have, on the ***effective date*** of the DP COC, key

personnel with the required experience, attaching thereto duly signed Curricula Vitae of such proposed personnel, and the organizational structure and manpower depth necessary to implement its proposed work program for the PDA being applied for.

6.2.2 **Mining Experience.** Bidders must have satisfactory performance and experience in mine development and operations or must have operated a mine using the mining method proposed by the Bidder, for a period of five (5) years on the day of the Bid Submission Date.

6.2.3 **Related Industry Experience.** As an alternative to the Mining Experience required, and consistent with Section 7.4(b) of the Framework, the related industry experience may be established by experience in the development and operations of upstream or downstream coal industry. ***Provided*** that the experience cited is at least equivalent in scale, specifically in terms of the capital costs of the project or the years of experience.

6.2.4 For purposes of fulfilling the mining or related industry experience required, the following shall be considered:

6.2.4.1 If the Bidder is a corporation, association, partnership, or any other juridical entity, the relevant experience of the Bidder itself or its parent company, relevant affiliates or subsidiaries; or

6.2.4.2 If the Bidder is a Consortium, the relevant experience of any consortium member having a participating interest of at least twenty five percent (25%), or such consortium member's parent company or relevant affiliate or subsidiaries shall be considered

6.2.5 **Work Program Adequacy**

6.2.5.1 **Work Program and Budget**. Bidders shall submit their proposed Five (5)-Year Work Program and Budget, completed in accordance with the Common Technical Baseline and Assumptions listed in Annex D, which shall include the following:

6.2.5.1.1 **Mine Development Plan** - discussion on mining method, mine layout, mine design parameters, and annual mine configuration maps.

6.2.5.1.2 **Production Plan and Work Commitment** – Bidders shall provide the following work commitments over a 5-year work program

PDA No.	Minimum Commitment
1 (Semirara)	60 million MT

2 (Amulung and Iguig, Cagayan)	1.0 million MT
3 Benito Soliven, Naguilian, and Cauayan, Isabela	1.0 million MT

The coal production commitment shall be supported by and must be consistent with the bidder's proposed Mine Development Plan and Equipment, Manpower, and Infrastructure Plan

6.2.5.1.3 **Equipment, Manpower, and Infrastructure Plan**

i. Number and type of mining equipment to be deployed (e.g., excavators, haul trucks, dozers, loaders, drills, and other support equipment)

ii. Rated capacity of each major equipment group (e.g., tons per hour, tons per cycle, or equivalent production capacity)
iii. Proposed number of operating units per equipment type
iv. Mechanical Availability
v. Estimated production capacity per shift, per day, and per year
vi. Number of manpower per functional group (e.g., operators, maintenance personnel, engineers, supervisors, and safety officers)
vii. Proposed shift system or operating schedule (e.g., number of shifts per day and operating days per year)

Any inconsistency between production targets and supporting Equipment, Manpower, and Infrastructure Plan may result in the disqualification of the Bidder.

6.2.5.1.4 **Geotechnical and Ground Control Program** - costed geotechnical & ground-control plan (slope stability, support design, monitoring).

6.2.5.1.5 **Supplemental Exploration Program** - costed supplemental-exploration program (in-fill drilling, sampling, resource upgrade.

6.2.5.1.6 **Health and Safety Program** - documented occupational health and safety program (hazard controls, PPE, training, incident reporting).

6.2.5.1.7 **Social Development Program (SDP)** - host-community commitments and SDP-level detail.

6.2.5.1.8 **Environmental Protection Program** – program to include monitoring and mitigating measures to address potential environmental impacts.

6.2.5.1.9 **Progressive Rehabilitation and Mine Decommissioning Program** - a phased progressive rehabilitation and decommissioning plan with cost provision

6.2.5.2 **Mining Methodology.** Bidders shall submit details used for the geological and geotechnical evaluation of the area applied for, which must include:

6.2.5.2.1 **Coal Reserves Analysis** - reserves based on Scoping Level Study showing mineable inventory, shall be estimated in a report prepared in accordance with the Philippine Mineral Reporting Code (PMRC) based on available technical information signed by an Accredited Competent Person (ACP).

6.2.5.2.2 **Geohazard Assessment and Mitigating Measures** - a full geohazard inventory plus mitigation measures certified by a licensed assessor.

6.2.6 **Project-level economic evaluation**. Bidders must submit, as part of their respective Work Programs, a Project-level economic evaluation to show the Net Present Value (NPV) and Internal Rate of Return (IRR). All Bidders shall use the same parameters listed below, *Provided*, that the use of CAPEX assumptions by all Bidders shall be consistent with Section 1.3 of this ITB:

Table 3. Economic Assumptions

Economic assumptions (bidders model on these)	Value
Foreign exchange rate	61 PHP / USD
Discount rate (base)	10% (sensitivity 8% / 12%)
Inflation / escalation	US 2% ; PH 3%
Fuel cost	65 PHP/L diesel (≈ 1.07 USD/L at 61 FX)
Progressive rehabilitation	3% of OPEX
Excise tax	150 PHP / MT
Coal price sensitivity	±10%
Fuel / FX sensitivity	±10% each
CAPEX / OPEX sensitivity	+20% / −10%
Economic assessment basis	Project level, full mine life including rehabilitation / decommissioning
Coal price (base)	3,500 PHP / MT

6.2.6.1 An electronic working copy of the Bidder's Project Level Economic Evaluation, in Microsoft Excel format with formula intact and protected, projecting production, revenues, operating expenses, and net proceeds for each year of the DP COC, prepared using the prescribed economic assumptions and parameters and consistent with technical assumptions in the Bidder's Work Program.

6.2.7 **Domestic Supply Commitment**. Bidders must commit to dedicate to the domestic market, through sale or supply to domestic off-takers, not less than thirty-five percent (35%) of the annual production, through a binding undertaking in the form specified in **Form 4.** Failure to fully comply with such commitment for the duration of the resulting DP COC shall be a ground for the cancellation thereof.

6.2.8 A commitment exceeding the minimum percentage of production prescribed by the DOE shall be evaluated and scored under Section 7.5 of the Framework.

6.3 **FINANCIAL QUALIFICATION REQUIREMENTS.** To qualify, Bidders must submit the complete financial documentation requirements prescribed in **Annex "C-3"** hereof, to prove their capacity to fund its proposed Work Program and Budget.

6.3.1 Bidders must meet the Net Available Working Capital equal to or more than the proposed budget for its 1st year work program.

6.3.2 Net Available Working Capital shall be determined by deducting the financial commitments of all existing energy service/operating contract from the Bidder's Working Capital (*Current Assets less Current Liabilities*).

6.3.3 Financial commitments from existing energy service/operating contracts shall not be considered as a deduction from the Bidder's Available Working Capital, *Provided,* that such existing energy service/operating contracts are covered by a specific performance security issued in favor of the DOE, able to fund their respective operations, capital expenditures, and outstanding commitments, through internally generated funds, committed project financing, or sufficient financial security, including but not limited to credit lines or facilities, letters of financial commitments/agreements, financial close from a reputable financial institutions or other independent financial support mechanism to sustain their respective approved work programs without materially impairing the applicant's core financial capacity to undertake new investments.

6.3.4 For purposes of fulfilling the financial capacity required, the following shall be considered:

6.3.4.1 If the Bidder is a corporation, association, partnership, or any other juridical entity, the financial capacity of Applicant itself or its parent company, *Provided,* that such parent company guarantees the financial commitment of the Bidder through the execution of a Parent Guarantee in the form prescribed in **Form 6** hereof;

6.3.4.2 If the Bidder is a Consortium, each consortium member holding a financial or equity participating interest must have the capacity to fund its proportionate participating interest. Such funding capacity may be guaranteed by its parent company through the execution of a Parent Guarantee in the form prescribed in **Form 6** hereof;

6.3.4.3 Consortium members participating strictly as technical partners, with no financial or funding obligations under the consortium agreement, shall not be subjected to financial evaluation, *Provided* that the other consortium members have the capacity to comply with the Financial Qualification Requirements, or the parent company of any consortium member guarantees the financial commitment of the Bidder through the execution of a Parent Guarantee in the form prescribed in **Form 6** hereof.

7. PRE-BID CONFERENCE

7.1 The REC-JAO shall conduct a pre-bid conference on the date indicated in Table 1, either in person or virtually, or a combination thereof, to clarify the requirements and criteria for evaluation.

7.2 Bidders are highly encouraged to attend the pre-bid conference to fully understand the bidding requirements. While non-attendance of the Bidder will in no way prejudice its bid, the Bidder is deemed to know any changes and/or amendments to the ITB and its Annexes, as may be provided in Supplemental Bid Bulletins.

7.3 The proceedings of the Pre-Bid Conference shall be recorded, and the minutes shall be made available to prospective Bidders upon written request.

7.4 No provisions, terms, or conditions in ITB, Annexes, Forms and Templates shall be modified by statements made at the pre-bid conference, unless issued in a Bid Bulletin.

8. PREPARATION OF BIDS.

8.1 **Bid Documents**. On Bid Submission Date, Bidders must submit their Bid Documents in **TWO (2) separate envelopes**, using the relevant forms indicated in this ITB.

8.1.1 The First Envelope shall contain the legal, technical, and financial qualification documents listed in Annexes "**C-1 to C-3**" of this ITB and shall be labeled **"QUALIFICATION DOCUMENTS**."

8.1.1.1 The Qualification Documents to be submitted must be in English, otherwise, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country. The bidder shall cause the authentication of the translated documents and shall be duly authenticated or apostilled. The English translation shall govern, for purposes of interpretation of the bid.

8.1.2 The second bid envelope shall contain the Financial Proposal, in the form prescribed in **Form 7** of this ITB and labeled "**FINANCIAL PROPOSAL."**

8.1.2.1 Financial Proposals must meet or exceed the minimum rated financial offer derived from the valuation under Section 6.3 of the Framework, as determined by the DOE. An offer below the minimum financial offer shall be rejected notwithstanding its relative ranking.

8.1.2.2 The Financial Proposal shall include the following:

8.1.2.2.1 Financial Offer shall be expressed in percentage share as provided below and stated in words and figures:

8.1.2.2.1.1 the proposed Government's percentage share which shall not be less than thirty percent (30%), which shall be applied to the net proceeds to determine the Government share in the DP COC; and

8.1.2.2.1.2 the Net Present Value (NPV) of the resulting Government Share shall be computed as the product of the proposed Government's percentage share and the NPV of the net proceeds during the first five (5) years of the Project-Level Economic Evaluation submitted by the Bidder under its Work Program, using the common assumptions prescribed in Table 3. The NPV shall be computed prior to any adjustment for Mine Closure Liabilities (MCL) under Section 12.2.5 and shall be used to assess the economic value and financial feasibility of the proposed Government Share. For purposes of bid evaluation and ranking, the proposed Government's percentage share, as adjusted under Section 12.2.5 where applicable, shall be used as the scoring basis. The NPV shall not constitute a separate scoring criterion.

8.1.2.2.2 Rated Domestic Supply Commitment which shall be determined based on the following:

8.1.2.2.2.1 the portion of production committed to be sold or supplied to domestic off-takers, expressed as a percentage and not less than thirty-five percent (35%); and

8.1.2.2.2.2 the corresponding annual volume of coal, expressed in metric tons, computed by applying the committed percentage to the annual production schedule under the Project-Level Economic Evaluation submitted by the Bidder as part of its Work Program; Provided, that the resulting committed domestic supply volume shall not exceed the Bidder's total production or the mineable coal reserves of the PDA.

8.1.2.2.2.3 For purposes of bid evaluation and ranking, only the committed percentage under Section 8.1.2.2.2.1 shall be scored. The corresponding production volume shall be used to determine the technical feasibility of the commitment and shall not constitute a separate scoring criterion.

8.1.2.2.3 Signature bonus, which shall not be cost recoverable, in the following minimum amounts:

8.1.2.2.3.1 Area 1: One Billion Pesos (P1,000,000,000.00)
8.1.2.2.3.2 Area 2: Two Hundred Thousand Pesos (P200,000.00)
8.1.2.2.3.3 Area 3: Two Hundred Thousand Pesos (P200,000.00)

8.1.2.3 All proposals, as applicable, shall be quoted and paid in Philippine Peso.

8.2 **Format of Submission**. Bidders shall submit their Qualification Document and Financial Proposal in separate, clearly labeled folders. Each submission must include one (1) original set and two (2) photocopies.

8.2.1 Whenever possible, the Qualification Documents, shall be printed on standard A4 paper and bound separately in ring binders or folders and be properly labelled **LEGAL QUALIFICATION**, **TECHNICAL QUALIFICATION** and **FINANCIAL QUALIFICATION**.

8.2.2 Forms must be completed without any alterations to their format. No substitute form shall be accepted.

8.2.3 Each and every page of the Financial Proposal shall be signed by the Bidder or its duly authorized representative. Failure to do so shall be a ground for the rejection of the bid.

8.2.4 Any insertions, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

8.2.5 Bid documents shall be submitted in both printed and digital copies. Digital copies shall be stored in a USB and included in the envelope containing the original set of the Qualification Documents.

8.3 **Sealing and Marking.** Bidders shall enclose the envelopes containing the Qualification Documents and Financial Proposal in one envelope or folder, sealed and signed by the authorized representative/s of the Bidder, and marked as follows:

DEPARTMENT OF ENERGY
Energy Center,
34th St., Rizal Drive, Bonifacio Global City
Taguig City, Philippines 1632.

To: THE CHAIRPERSON
Review and Evaluation Committee To implement
JAO No. 2026-01 (REC-JAO)

Bid Documents for the Award of the Development and Production Coal Operating Contract for [Insert PDA]

From: [STATE NAME AND ADDRESS OF BIDDER]

8.3.1 Bid envelopes that are not properly sealed and marked as required herein may be accepted; *Provided*, that the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. On the other hand, unsealed or unmarked bid envelopes shall be rejected.

8.3.2 The REC-JAO shall assume no responsibility for misplaced or lost contents of the improperly sealed or marked bid, or for its premature opening.

8.3.3 **Bid Validity Period.** Bids shall take effect on the Bid Submission Date and shall be valid for one hundred twenty (120) calendar days therefrom.

8.3.3.1 Should it become necessary to extend the validity of the bids, the REC-JAO shall request all those who submitted bids for such extension before the expiration date. Bidders, however, shall have the right to refuse to grant such extension without forfeiting their Bid Security.

9. Bid Security.

9.1 The Bidders shall, as part of the Financial Proposal (Second Envelope), submit a Bid Security in the form and amount as follows:

Table 4. Bid Security

Form of Bid Security	Amount of Bid Security
(a) Cash or cashier's/manager's check issued by a bank.	Five percent (5%) of the of the NPV of the Government Share
(b) Bank draft/guarantee or irrevocable Letter of Credit issued by a bank; *Provided*, however, that it shall be confirmed or authenticated by a local bank, if issued by a foreign bank.	Ten percent (10%) of the of the NPV of the Government Share
(c) Surety guarantee callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Fifteen percent (15%) of the NPV of the Government Share

9.1.1 The Bid Security shall be denominated in Philippine Peso and posted in favor of the DOE.

9.2 The Bid Security shall take effect on the Bid Submission Date and shall be valid for one hundred twenty (120) calendar days therefrom. In case the Bidder is required to extend its Bid Validity, the Bidder shall likewise extend the validity of the Bid Security submitted.

9.3 Any bid submitted without the required Bid Security or with a Bid Security that fails to meet the requirements of this Section, will result in the disqualification of the Bidder from the Bid Round.

9.4 The Bid Security shall guarantee the complete, faithful, and prompt compliance with the obligations throughout the validity of the bid proposal or its extension, if any.

9.5 A parent company, partner, affiliate, subsidiary, or any other third party may be allowed to secure the Bid Security "For the Account" of the Bidder. A Bid Security issued by foreign banks shall not be accepted, unless expressly confirmed or guaranteed by a duly authorized local banking institution.

9.6 Upon signing and execution of the DP COC and the posting of the performance guarantee as required under Section 14 of PD 972, the Winning Bidder's Bid Security will be discharged.

9.7 The Bid Security shall be forfeited, and the DOE shall draw the full amount under any of the following circumstances:

9.7.1 The Bidder is declared the Highest-Rated Qualified Bidder, and it withdraws, fails, refuses or is unable to enter into a DP COC with the DOE;

9.7.2 The Bidder is declared the Highest-Rated Qualified Bidder, and it fails, refuses or is unable to post the required performance guarantee within the prescribed time;

9.7.3 The Bidder is declared the Highest-Rated Qualified Bidder, and it fails, refuses or is unable to pay the committed Signature Bonus;

9.7.4 The Bidder is declared the Highest-Rated Qualified Bidder, and it fails, refuses or is unable to submit the required Undertakings and/or commits breach thereof, or fails to comply with conditions imposed under the Framework, this ITB and its Annexes, Forms and Templates.

9.7.5 The Bidder causes delay, without justifiable cause, in the screening for eligibility, opening of bids, evaluation and post evaluation of bids, and awarding of contracts;

9.7.6 The Bidder uses force, fraudulent machinations, coercion, undue influence or pressure on any member of the REC-JAO or any officer or employee of the DOE to take a particular action for its own favor or gain, or to the advantage of a particular bidder;

9.7.7 Collusion between and among Bidders and submitting different bids as if they were bona fide, when they knew that one or more of them was so much higher than the other that it could not be honestly accepted and that the contract will surely be awarded to the pre-arranged lowest bid;

9.7.8 Bidder maliciously submits different bids through two (2) or more persons, corporations, partnerships, or any other business entity in which it has interest, to create the appearance of competition that does not in fact exist so as to be declared as the winning bidder;

9.7.9 Entering into an agreement with other bidder/s which call upon one to refrain from bidding for procurement contracts, or which call for withdrawal of bids already submitted, or which are otherwise intended to secure an undue advantage to any of the bidders;

9.7.10 Failure to faithfully disclose its relationship, regardless of the time of its discovery, with the Secretary of Energy, any Undersecretary, Assistant Secretary, or Director of the DOE, or any member of the REC-JAO, the Technical Working Group (TWG), and Secretariat, whichever is applicable, by consanguinity or affinity up to the third civil degree;

9.7.11 Allowing the use of one's name or uses the name of another for purposes of bidding;

9.7.12 Submission of eligibility requirements and bids containing false information or falsified documents or the concealment of such information that will materially alter the outcome of eligibility screening or any stage of the Bid Round; or

9.7.13 Employment of schemes which stifle or suppress any activity in the Bid Round.

10. SUBMISSION OF BID DOCUMENTS

10.1 **Deadline for Submission**. The Qualification Documents and Financial Proposal Bids must be submitted to and received by the REC-JAO on or before Bid Submission Date indicated in Table 1 at the DOE Main Office.

10.1.1 All Bid Documents received shall be placed in a locked/secured container or facility, accessible only to the REC-JAO Chairperson. Such container or facility shall be opened only on the scheduled date for the opening of bids.

10.2 **Late Submission.** All Bid Documents, or any part, portion, or component thereof, submitted after the deadline shall be rejected by the REC-JAO.

10.3 **Modification and Withdrawal of Submitted Bid Documents.** Bidders may modify or withdraw their Bid Documents before the Bid Submission Date.

10.3.1 Bidders shall not be allowed to retrieve their original submission but shall only be allowed to submit the bid modification by sending another Bid Document, equally sealed, properly identified, linked to its original bid, and marked as a "modification," thereof. Bid modifications received after Bid Submission Date shall not be considered and shall be returned to the Bidder unopened.

10.3.2 Bidders may withdraw their Bid Documents in writing before the Bid Submission Date. Withdrawal of Bid Documents after the Bid

Submission Date shall be subject to appropriate sanctions including the forfeiture of Bid Security.

10.3.3 No Bid Document may be modified after the Bid Submission Date. Further, no bid may be withdrawn in the interval between the Bid Submission Date and the expiration of bid validity.

10.4 **Alternative bids**. Alternative Bids shall be rejected. For this purpose, Alternative Bid shall pertain to an offer made by a bidder in addition or as a substitute to its original bid, which may be included as part of its original bid or submitted separately. A bid with options shall likewise be considered an Alternative Bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

10.5 Each Bidder shall submit only one Bid for every PDA, whether acting individually or as a member of a Joint Venture (JV). Submitting or participating in more than one bid for the same PDA will result in the immediate disqualification of all affected proposals, without prejudice to applicable legal penalties.

11. OPENING OF BID DOCUMENTS

11.1 The REC-JAO shall open the Bid Documents in public, on the Bid Opening Date indicated in Table 1 hereof. In case the Bid Documents cannot be opened as scheduled due to justifiable reasons, the REC-JAO shall take custody of the submitted Bid Documents and reschedule the opening of the Bid Documents on the next working day or at the soonest possible time, through the issuance of a Notice of Postponement to be posted on the website of the DOE.

11.2 The REC-JAO shall announce the venue for the opening of Bid Documents, which shall be posted on the website of the DOE. The REC-JAO reserves the right to change the venue, upon due and proper notice.

11.3 The REC-JAO shall open the sealed Bid Documents to segregate the envelopes marked as Qualification Documents, which are to be opened, from the envelopes marked as Financial Proposal, which are to be returned to the locked/secured container or facility for safekeeping until the Financial Proposal Opening Date specified in Table 1 hereof.

11.4 The proceedings of the Opening of Bid Documents shall be recorded, and the minutes shall be made available to Bidders upon written request.

11.5 The minutes of the proceedings of the Opening of the Bid Documents shall be prepared to include: (a) names of Bidders, (b) the results of the bid opening stating whether each Bid Document passed the completeness check and will be subjected to further substantive evaluation; (c) the cause/s for failure of any Bid Document in the completeness check; and (d) attendance sheet.

12. EVALUATION OF BID DOCUMENTS

12.1 First stage - PASS or FAIL

12.1.1 COMPLETENESS CHECK

12.1.1.1 On the Bid Opening Date, the envelope marked **QUALIFICATION DOCUMENTS** (First Envelope) shall be opened, and the Qualification Documents shall be evaluated on a COMPLETE/INCOMPLETE basis.

12.1.1.2 The Qualification Documents (First Envelope) shall be opened one at a time, in the order in which the Bid Documents were received.

12.1.1.3 The Technical Working Group (TWG) of the REC-JAO shall determine whether all the documentary requirements listed in **Annexes "C1-C3"** of this ITB are present and have been accomplished in accordance with the form prescribed.

12.1.1.4 Qualification Documents that are determined to contain and fully comply with all the requirements stated in **Annexes "C1-C3"** of this ITB be rated **"COMPLETE."**

12.1.1.5 If there are one or more missing or non-compliant documents in the Qualification Documents submitted by a Bidder, the REC-JAO may confer with such Bidder or its Authorized Representative to verify the deficiency or non-compliance. The Bidder or its Authorized Representative may only clarify the irregularity or identify and point to the missing document/s and shall not modify, change, or add any information or document to its Bid Proposal. If the Bidder is unable to clarify the irregularity or point out the required document, its Qualification Documents shall be rated **"INCOMPLETE."**

12.1.1.6 Bidders shall forthwith be informed whether their Qualification Documents are complete and will be subjected to further substantive evaluation

12.1.2 SUBSTANTIVE EVALUATION

12.1.2.1 Qualification Documents that are rated **COMPLETE** shall be subjected to substantive evaluation to further determine the authenticity, accuracy, and responsiveness of the submitted documents and information for the purpose of establishing the legal, technical, and financial capability of the Bidder to enter into a DP COC for the PDA applied for.

12.1.2.2 Within three (3) working days from Bid Submission Date, the REC-JAO shall submit to the DOE Secretary, both the preliminary completeness review and the substantive evaluation.

12.1.2.3 Within two (2) working days from submission of the results of the opening of Qualification Documents, the DOE Secretary shall issue the list of Bidders that PASSED the first stage (List of Qualified Bidders) to participate in the next stage of the bidding process. Bidders that failed the completeness check and substantive evaluation shall be disqualified and their Second Envelope containing the Financial Proposal shall be returned.

12.1.2.4 The DOE Secretary may allow the submission of rectification documents within two (2) working days from notice. Such rectification shall be limited to addressing deficiencies in form and/or clarification of documents already submitted and not constitute a reopening or extension of submission of Qualification Documents.

12.1.2.5 The DOE Secretary shall declare the Bidding Round a failure if none of the Qualification Documents submitted were rated "passed" and for such other grounds provided in the Framework.

12.2 **Second stage – Ranking.**

12.2.1 Within one (1) working day from the posting of the List of Qualified Bidders, the Financial Proposal (Second Envelope) of Qualified Bidders shall be opened.

12.2.2 Upon opening of the locked/secured container or facility the REC-JAO shall return the envelopes marked as Financial Proposal to the Bidders that have been disqualified either during the Bid Opening (having failed the completeness check) or the conduct of substantive evaluation (having failed to substantially establish the legal, technical, and financial capability to enter into a DP COC for the PDA applied for, if any).

12.2.3 Prior to opening any envelope marked as Financial Proposal submitted by Qualified Bidders, the REC-JAO shall disclose the Minimum Rated Financial Offer acceptable to the DOE, as determined and approved by the DOE Secretary.

12.2.4 The REC-JAO shall open each Financial Proposal one after another and shall immediately conduct an evaluation of all proposals using non-discretionary criteria in considering the following:

12.2.4.1 Completeness. Financial Proposals not addressing or providing all of the required items under the Financial Proposal Form

prescribed in **Form 7** of this ITB shall be considered non-responsive and, thus, automatically disqualified.

12.2.5 Any Mine Closure Liabilities (MCL) of an existing operator participating whether directly or indirectly in the Bid Round with respect to any PDA offered shall be deducted from the Financial Offer submitted thereby adjusting the Financial Offer to be used for bid evaluation purposes. The adjustment shall be determined by deducting the NPV of the applicable MCL from the NPV of the Government Share computed over the first five (5) years of the Project-Level Economic Evaluation, using the common assumptions and methodology prescribed in Annex D. The resulting amount shall be expressed as an adjusted Government percentage share relative to the NPV of net proceeds over the same period.

Where no MCL have been determined in respect of a Bidder, the MCL shall be zero.

The adjusted Government percentage share shall be used solely for purposes of bid evaluation and ranking and shall not, by itself, modify the Government percentage share offered under Section 8.1.2.2.1.1.

12.2.5.1 Arithmetical corrections. The REC-JAO shall consider computational errors and omissions to enable proper comparison of all eligible bids. Any adjustment shall be calculated in monetary terms to determine the calculated price

12.2.6 Additional merit shall be assigned to binding domestic supply commitments exceeding the prescribed minimum requirements. Financial offers shall be compared on a common basis using the economic assumptions prescribed in Table 3 hereof.

12.2.7 The MCL under this ITB shall only be for evaluation purposes only, and shall not, in any way, be construed as approval and final determination of the MCL of any prior or existing operator in respect to any PDA offered under this Bid Round.

12.2.8 A Financial Proposal, as evaluated and corrected for computational errors, which fail to meet or falls below the minimum financial offer derived from the valuation under Section 6.3 of the Framework, shall be rejected.

12.2.9 The Financial Proposal of the Qualified Bidders shall be evaluated and ranked separately for each PDA based on the following criteria and corresponding maximum points:

Table 5. Ranking Criteria	
Offer Item	**% Point**
Rated Financial Offer	60
Domestic Supply Commitment	30
Signature Bonus — amount offered, in PhP	10

12.2.9.1 Each Financial Proposal shall be scored using the predetermined fixed scoring brackets prescribed below. Points shall be assigned independently of the offers submitted by other Bidders. Only Financial Proposals complying with the minimum requirements and not otherwise disqualified shall be ranked.

12.2.9.2 Rated Financial Offer. The Rated Financial Offer shall be assigned a maximum of sixty (60) points based on the Government percentage share as adjusted for Mine Closure Liabilities (MCL) under Section 12.2.5, where applicable, using the following brackets:

Government Share	Points
60% and above	60
55% to below 60%	50
50% to below 55%	40
45% to below 50%	30
40% to below 45%	20
35% to below 40%	10
30% to below 40%	5
Above 0% but below 30%	0
0% or negative	Disqualified

An adjusted Government percentage share of sixty percent (60%) or higher shall receive the maximum sixty (60) points. The scoring threshold shall not constitute a maximum permissible offer. Any higher Government percentage share offered shall remain binding on the Bidder. Where the adjusted Government percentage share is zero or negative, the Financial Proposal shall be disqualified in accordance with Section 12.2.5.

12.2.10 Rated Domestic Supply Commitment. The Rated Domestic Supply Commitment shall be assigned a maximum of thirty (30) points based on the guaranteed percentage of actual annual coal production to be delivered to domestic off-takers, using the following brackets:

Guaranteed Domestic Supply Commitment	Points
100%	30
90% to below 100%	25
80% to below 90%	20
70% to below 80%	15
50% to below 70%	10
40% to below 50%	5
35% to below 40%	0
Below 35%	Noncompliant

The percentage committed shall constitute a binding delivery obligation under the DP COC. The corresponding volume shall be determined and verified in accordance with Section 8.1.2.2.2.

12.2.11 Signature Bonus. The Signature Bonus shall be assigned a maximum of ten (10) points.

The Qualified Bidder offering the highest Signature Bonus for the relevant PDA shall receive the maximum ten (10) points. The other Qualified Bidders shall receive points proportionate to their respective Signature Bonus offers, computed as follows:

Signature Bonus Score = 10 × (Signature Bonus Offered by the Bidder / Highest Signature Bonus Offered among Qualified Bidders for the relevant PDA)

The minimum Signature Bonus shall be One Billion Pesos (PhP1,000,000,000.00). No maximum amount shall be prescribed.

The Signature Bonus offered by each Bidder shall remain binding regardless of the points assigned under this Section.

12.2.12 Within one (1) working day from the Financial Proposal Opening Date, the REC-JAO shall submit to the DOE Secretary the results of the evaluation and ranking of the Financial Proposals, indicating the corresponding total weighted scores of the Qualified Bidders.

12.2.13 From the submitted evaluation results and ranking, the DOE Secretary shall declare the Qualified Bidder whose Financial Proposal obtained the highest total weighted score as the Highest-Rated Qualified Bidder and shall be issued a Notice to Submit Post-Bidding Requirements in accordance with this ITB.

12.2.14 The minutes of the proceedings of the opening of Financial Proposal shall be prepared and made available upon request.

12.2.15 The minutes of the proceedings of the opening of Financial Proposal shall be prepared to include: (a) names of Qualified Bidders, (b) the results of the opening of the Financial Proposal; and (c) attendance sheet.

13. POST – BIDDING REQUIREMENTS

13.1 Within two (2) working days from receipt of the ranking of the Qualified Bidders, the DOE Secretary shall issue a Notice of Qualification to Enter into a DP COC to the Highest-Rated Qualified Bidder, and direct the submission of the following Post-Bidding Requirements:

13.1.1 The certification required under Section 59 of Republic Act No. 8371 or the Indigenous Peoples' Rights Act (IPRA) of 1997; and

13.1.2 Performance guarantee required under Section 14 of PD 972, in the forms and amount prescribed as follows:

Table 6: Performance Guarantee

Form of Performance Guarantee	Amount of Performance Guarantee
a) Cash or Cashier's or Manager's check issued by a bank.	Twenty percent (20%) of 1st Year Work Program and Budget
b) Bank draft or guarantee or irrevocable Letter of Credit issued by a local bank. If issued by a foreign bank, it shall be confirmed or authenticated by a local bank.	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	

13.1.3 The performance guarantee shall be subject to the following conditions:

13.1.3.1 It shall guarantee the faithful performance of the obligations under the DP COC, this ITB, undertakings and related agreement;

13.1.3.2 It shall be effective for a minimum period of one (1) year from the effective date of the DP COC;

13.1.3.3 Must be renewed annually, not later than the sixty (60) calendar days prior to the expiration of the submitted performance guarantee.

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The amount of the performance guarantee, or any renewal thereof, may be reduced based on actual completion of the committed work program, subject to the DOE's validation.

A parent company, partner, affiliate, subsidiary, or any other third party may be allowed to secure the Performance Guarantee "For the Account" of the Winning Bidder. A Performance Guarantee issued by foreign banks shall not be accepted, unless expressly confirmed or guaranteed by a duly authorized local banking institution.

13.2 Within three (3) working days from receipt of the Post – Bidding Requirements, the REC-JAO shall evaluate the same and submit the results thereof to the Secretary of Energy.

13.3 If the Highest-Rated Qualified Bidder fails to submit and/or comply with any of the Post-Bidding Requirements within the period prescribed by the DOE Secretary, it shall be disqualified and its Bid Guarantee shall be called.

13.4 Immediately after the DOE Secretary has notified the Highest-Rated Qualified Bidder of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, second Highest-Rated Qualified Bidder shall be notified to submit the Post-Bidding Requirements, which shall then be evaluated for sufficiency.

13.5 If the second Highest-Rated Qualified Bidder, however, fails to comply with Post-Bidding Requirements, the above procedure shall be repeated for the Qualified Bidder with the next Highest-Rated Bid and so on, until a Qualified bidder is determined for the award of DP COC.

14. RESERVATION CLAUSE

14.1 Notwithstanding the eligibility or post-qualification of a Bidder and without incurring any liability, the DOE Secretary, at any stage of the Bid Round, reserves the right to review its qualifications, reject any and all offers, declare a failure of bidding or not award the contract in the following situations:

14.1.1 If there is/are reasonable ground/s to believe that a misrepresentation has been made by the said Bidder; or

14.1.2 If there is/are reasonable ground/s to believe that there has been a change in the Bidder's qualification from the time it submitted its Bid Documents.

14.2 Should such review uncover any misrepresentation made in the Bid Documents submitted, statements or documents, or any changes in the qualification of the Bidder such that it no longer meets the prescribed qualification or bid evaluation criteria, the DOE Secretary shall consider the

said Bidder as ineligible and disqualify it from participating further in the Bid Round or being awarded the contract.

14.3 Based on the following grounds, the DOE reserves the right to reject any and all Bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

14.3.1 If there is *prima facie* evidence of collusion between relevant officers or employees of the DOE, or between the REC-JAO and any of the bidders, or if the collusion is between or among the Bidders themselves, directly or indirectly, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition or influences or tends to influence the bidding process; or

14.3.2 If there are any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the Government, in instances where (i) the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the DOE Secretary; and (ii) the bidding of the PDA is no longer necessary as determined by the DOE Secretary.

15. AWARD OF DP COC

15.1 If the results of the evaluation are satisfactory, the Secretary shall issue a Notice of Award (**NOA**) to the Highest-Rated Qualified Bidder.

15.2 Within two (2) days from receipt of the NOA, the Winning Bidder shall: (a) confirm its acceptance of the award in writing; (b) submit a duly signed copy of the DP COC; and (c) pay the committed signature bonus. Only upon full compliance with these requirements shall DOE commence the process for the approval of the DP COC by the Secretary. Upon approval by the Secretary, the approved DP COC shall be transmitted to the Winning Bidder. Within ninety (90) calendar days from receipt of the approved DP COC, the Winning Bidder shall pay the advance payment of the Government Share equivalent to twenty percent (20%) of the total committed coal production for the five (5)-year Work Program. This payment shall be based on a domestic coal price of PhP 3,500.00 per metric ton. Succeeding payments shall be based on the average domestic coal price for the last quarter of the year immediately preceding the year for which the advance payment is being made.

15.3 The following documents shall form part of the contract:

15.3.1 All undertakings executed pursuant to the Framework and this ITB;

15.3.2 Accounting Procedures;

15.3.3 Winning Bidder's bid, including the technical and financial proposals, and all other documents/statements submitted, including corrections to the Financial Proposal, if any, resulting from the evaluation; and

15.3.4 Performance guarantee;

15.4 No post-bidding or post-award negotiation on or revisions to the DP COC shall be permitted, other than revisions incorporating non-material changes.

15.5 Any untimely or unsatisfactory submission or compliance by the Winning Bidder with any of the required submissions or actions may be deemed an abandonment of the application or, if the DP COC has been transmitted, the DP COC shall ipso facto be cancelled. In such cases, the DOE Secretary may issue the appropriate notice and avail of all remedies including, but not limited to, the forfeiture of the Bid Security. Upon such notice of disqualification to the Winning Bidder or cancellation of the DP COC, the second Highest-Rated Qualified Bidder shall forthwith be notified to submit the Post-Bidding Requirements, which shall then be evaluated for sufficiency in accordance with Sections 13.4 and 13.5 of this ITB.

15.6 For any PDA covered by an existing contract, the counting of the term of the resulting DP COC shall commence only upon the expiration of the term of such existing contract, which shall be distinguished from the effective date of the DP COC which shall be the date of signing and approval of the DP COC by the Secretary.

15.7 The DP COC shall provide that the Winning Bidder shall undertake Social Development Programs (SDP) that directly benefits the host communities, which shall be approved by the DOE. As far as practicable, the Winning Bidder shall continue the SDPs undertaken by the previous contractor/operator of the area.

16. REQUEST FOR RECONSIDERATION

16.1 The DOE Secretary shall decide on all matters in all stages of the bidding process. Any aggrieved Bidder may file a Motion for Reconsideration (MR) with the DOE Secretary within five (5) calendar days from receipt of notice of the result complained of.

16.2 The decision on the MR may be elevated in accordance with law. No MR shall suspend the Bid Round except upon the written order of the DOE Secretary, or competent authority.

17. GENERAL CONDITIONS, REPRESENTATIONS AND WARRANTIES

17.1 By participating in the Bid Round, Bidders, including its affiliates, subsidiaries or related companies and individuals, waive any right they may have to seek and obtain a writ of injunction or prohibition or restraining order against the DOE, or the REC-JAO, to prevent or restrain the holding

of a bidding or any proceedings related thereto, the negotiation, award and execution of the contract to the Winning Bidder, and the carrying out of the awarded DP COC.

17.2 The Bidder undertakes that it is not "blacklisted" or barred from bidding by the Government or any of its agencies, offices, corporations, or LGUs, including foreign government, or foreign/ international financing institutions, by itself or by reason of its relation, membership, association, affiliation, or controlling interest with another blacklisted person or entities;

17.3 The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in this ITB.

17.4 Nothing in the ITB and other relevant document shall bind DOE and/or the REC-JAO to complete the Bidding Process, make an award, or select a Winning Bidder.

17.5 If any ambiguity arises, the terms of this ITB, Annexes, Forms and Templates shall be interpreted in a manner that fulfills the objectives and policy directives of the Framework.

17.6 If a provision of the ITB or a part of the Annexes are held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions will not be affected and shall remain in full force and effect.

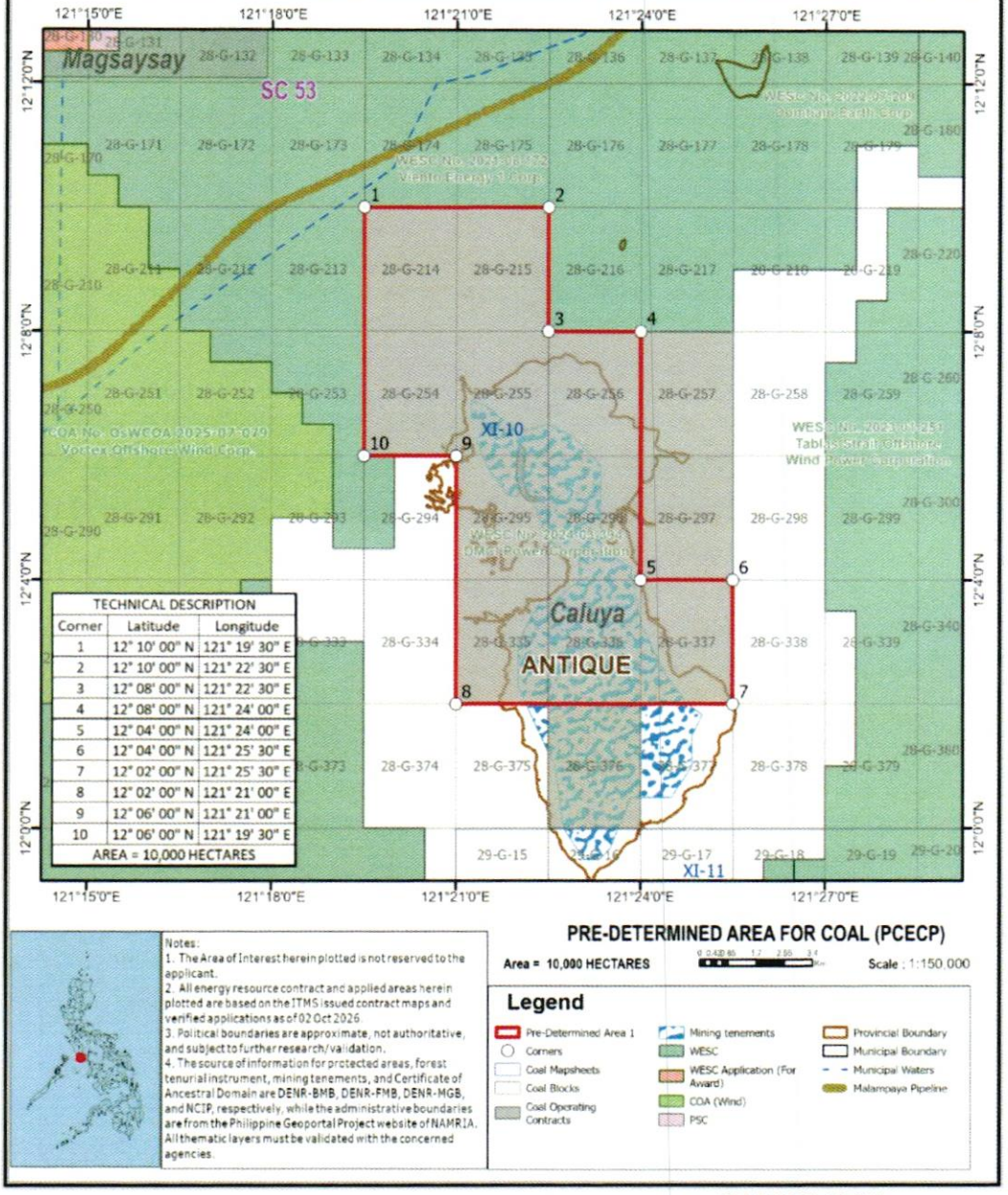
17.7 By voluntarily participating in the Bid Round, Bidders accept all the terms, conditions, rules and guidelines set forth in this ITB and the Framework. Bidders undertake to comply with the prescribed bidding rules and criteria, accept the final outcomes, and ensure the full implementation of the resulting contract.

17.8 Bidders hereby unconditionally waive, release, and discharge the DOE Secretary, the REC-JAO and all other officials and employees of the DOE, in their personal or official capacities, from any and all liabilities, claims, demands, or causes of action arising from, related to, or in connection with the evaluation, disqualification, cancellation, or award.

ANNEX A: PRE-DETERMINED AREAS

Joint Administrative Order No. 2026-01
Pre-Determined Area 1 (PDA-DP-01)
for Coal Operating Contract vis-a-vis
Energy Resource Contracts & Applications

Semirara Island, Caluya, Antique



TECHNICAL DESCRIPTION		
Corner	Latitude	Longitude
1	12° 10' 00" N	121° 19' 30" E
2	12° 10' 00" N	121° 22' 30" E
3	12° 08' 00" N	121° 22' 30" E
4	12° 08' 00" N	121° 24' 00" E
5	12° 04' 00" N	121° 24' 00" E
6	12° 04' 00" N	121° 25' 30" E
7	12° 02' 00" N	121° 25' 30" E
8	12° 02' 00" N	121° 21' 00" E
9	12° 06' 00" N	121° 21' 00" E
10	12° 06' 00" N	121° 19' 30" E
AREA = 10,000 HECTARES		

Notes:
1. The Area of Interest herein plotted is not reserved to the applicant.
2. All energy resource contract and applied areas herein plotted are based on the ITMS issued contract maps and verified applications as of 02 Oct 2026.
3. Political boundaries are approximate, not authoritative, and subject to further research/validation.
4. The source of information for protected areas, forest tenurial instrument, mining tenements, and Certificate of Ancestral Domain are DENR-BMB, DENR-FMB, DENR-MGB, and NCIP, respectively, while the administrative boundaries are from the Philippine Geoportal Project website of NAMRIA. All thematic layers must be validated with the concerned agencies.

PRE-DETERMINED AREA FOR COAL (PCECP)

Area = 10,000 HECTARES Scale : 1:150,000

Legend

- Pre-Determined Area 1
- Corners
- Coal Mapsheets
- Coal Blocks
- Coal Operating Contracts
- Mining tenements
- WESC
- WESC Application (For Award)
- COA (Wind)
- PSC
- Provincial Boundary
- Municipal Boundary
- Municipal Waters
- Malampaya Pipeline

MAP NO. **RM-C-2026-10-001**

PROJECT OVERVIEW

Pre-Determined Area No. 1
SEMIRARA ISLAND, CALUYA, ANTIQUE

Coall mining operations on Semirara Island, located in Caluya, Antique, Philippines, are conducted by Semirara Mining and Power Corporation under Coal Operating Contract No. 5 issued by the Philippine Department of Energy. The project represents the largest coal mining operation in the Philippines and serves as a key domestic fuel source for power generation. The concession covers approximately 13,000 hectares, with an environmentally approved active project footprint of about 5,221.75 hectares authorized by the Department of Environment and Natural Resources.

The mining operation employs a large-scale open-pit mining method, progressing sequentially through several pits across the island as coal reserves are depleted and new areas are developed. Historically, mining activity began at the Panian deposit and subsequently transitioned to the Molave and Narra pits, with additional development areas identified to sustain production in the long term.

The Panian pit, one of the most significant historical mining areas, covered approximately 400 hectares and operated for about 16 years. During active operations, the pit extended from surface elevations of roughly +30 meters above sea level down to approximately 300 meters below sea level. The development of pits at such depths below sea level is technically feasible due to controlled pit slopes, engineered drainage systems, and continuous dewatering operations designed to manage groundwater and surface water inflow.

From a mine design perspective, open-pit development at Semirara typically involves a series of stepped benches forming the overall pit wall geometry. The design incorporates relatively conservative slope angles to maintain geotechnical stability under tropical climatic conditions and weak sedimentary rock formations. Bench slopes and inter-ramp angles are engineered to ensure long-term pit stability, particularly in areas containing previously backfilled material from earlier mining phases. Such design considerations became especially important following past slope stability incidents in earlier pits, prompting more cautious slope management and monitoring programs.

One of the defining engineering characteristics of the Semirara operation is its coastal hydrogeologic setting. Considering that the pits extend hundreds of meters below sea level, water management is a central operational concern. Groundwater inflow, rainfall runoff, and potential seawater intrusion must be continuously controlled through pit dewatering systems, drainage channels, and containment structures. The hydraulic gradient created by deep excavation below sea level can induce lateral inflow from surrounding formations, requiring sustained pumping and drainage infrastructure to maintain safe working conditions within the pit.

Slope stability also remains a key operational consideration. The mine's sedimentary geology, combined with heavy rainfall typical of the Philippine climate, creates conditions that can affect pit wall integrity if not properly managed. As a result, slope monitoring, controlled bench development, and staged excavation are critical components of mine planning. Stability considerations are particularly important in areas where overburden is placed for pit rehabilitation, since backfilled material typically exhibits lower shear strength compared with undisturbed rock.

Following the closure of the Panian pit in 2016, the site underwent one of the largest open-pit rehabilitation programs in the Philippines. The rehabilitation strategy involved progressive backfilling using overburden from active mining areas, gradually restoring the pit to a stable landform. Over the course of the rehabilitation effort, more than 452 million bank cubic meters of earth material were placed within the pit. In the initial phase alone, approximately 120 million bank cubic meters of overburden were deposited, raising portions of the pit floor from about –260 meters to sea level. This backfilling approach helps stabilize slopes, minimize long-term water accumulation, and support eventual ecological restoration. Likewise, this demonstrates the scale of environmental obligations associated with the project. Future operators must therefore maintain adequate financial and technical capacity to meet rehabilitation and environmental monitoring requirements.

Current mining operations have transitioned primarily to the Molave and Narra pits, which have supplied the bulk of recent coal production. The Molave pit ceased operations in late 2023 as reserves were depleted and operational challenges increased. Production is therefore expected to rely increasingly on the Narra deposit and other potential future development areas, including the Acacia prospect, in order to sustain long-term output.

At present, the Semirara operation has a coal production capacity of approximately 16 million metric tons per year, with regulatory approval allowing expansion to 20 million metric tons annually between 2025 and 2027. This production scale positions the mine as the dominant contributor to domestic coal supply in the Philippines.

Operationally, the mine follows a conventional open-pit lifecycle: removal of overburden to expose coal seams, coal extraction through truck-and-excavator systems, transport to stockpiles and loading facilities, and progressive rehabilitation of exhausted pits using waste material from ongoing stripping operations. This sequential pit development strategy allows continued coal production while maintaining environmental compliance and land rehabilitation obligations.

From a long-term investment perspective, the Semirara mine presents a mature but technically complex operation characterized by deep coastal open-pit mining, large-scale earthmoving and rehabilitation requirements, continuous water management, and significant slope stability considerations. Any future operator must therefore maintain robust mine planning, geotechnical monitoring, and hydrogeologic management systems to safely and economically sustain operations under the challenging conditions associated with mining below sea level on an island environment.

1. Five (5)-Year Historical Production & Reported Expenditures

YEAR	PRODUCTION (MT)	EXPENDITURES
2021	14,292,592	20,476,912,599.72
2022	15,985,566	25,254,114,930.12
2023	15,998,312	27,790,631,888.89
2024	15,998,227	30,092,123,954.99
2025	19,874,147	26,259,551,780.28

2. Mine Operations
   a. Approximately 690 million bank cubic meters (bcm) of overburden will be removed from Narra and Acacia Pits, producing a total of around 55 million metric tons (MT) of coal at an average stripping ratio of 12:1 until 2027.
   b. Narra Pit continues active mining which will contribute roughly 31 million MT, with careful management of water levels and slope stability.

c. Acacia Pit will begin production after completing seepage control, building the enclosure dike, and dewatering, targeting 24 million MT for years 2026-2027.

d. Molave Pit is already mined-out and functions as a backfill site.

e. Overburden is allocated for sea barrier expansion, in-pit backfilling, rehabilitation, and road surfacing.

3. Mining Equipment
   a. The fleet includes an estimated 50 hydraulic excavators and 360 dump trucks, supporting an annual material movement capacity above 240 million bcm.

4. Coal Stockpile
   a. The Molave Stockpile serves as the primary mine site stockpile. The Panian Auxiliary Stockpile has a coal handling capacity of approximately 2.5 million metric tons (MMT) and covers an area of about 16 hectares. Additional auxiliary stockpiles located in Puntod and Acacia have a combined capacity of approximately 4.3 MMT.

   b. The coal blending facility consists of stackers, a coal shed, a sampling shack, and coal silos. The blending stockpile has an estimated capacity of 140,000 metric tons (MT) and occupies approximately 7 hectares.

5. Coal Conveyance System
   a. The Coal Conveyance System includes Conveyor Lines 1 and 2, transporting coal from the Molave Stockpile to the Coal Blending Stockpile using belt conveyors, bucket wheel excavators, and stackers. The conveyor belts have a width of 1.4 meters, with a total length of approximately 24.13 kilometers, including extensions.

   b. The system is powered by SMPC's coal-fired and diesel power plants. Dust control measures include water sprinklers along conveyor lines, atomizers in high dust areas, and retractable chutes at transfer points.

6. Pier
   a. The loading pier is equipped with a conveyor system spanning approximately 12 kilometers, integrated with ship loaders, reclaimers, crushers, sampling units, and a water spraying system.

7. Water Supply
   a. The water supply system includes a desalination plant with a total output capacity of approximately 14,000 cubic meters per day. There are five (5) identified reservoirs, three (3) spring/deep wells, as well as water filtration facilities and storage tanks with a total capacity of approximately 15.5 million liters.

8. Power Supply
   a. The power supply system consists of a combination of coal-fired generating units and standby diesel-powered generator sets. The coal-fired power plant is comprised of two (2) 7.5 MW stoker-type units and one (1) 15 MW circulating

fluidized bed combustion unit. These facilities are supported by corresponding pollution control systems.

b. To ensure operational reliability and continuity, standby generator sets with a combined capacity of 28.8 MW are also installed. These include one (1) 4.2 MW Mirrlees unit, one (1) 5.7 MW Wartsila unit, and three (3) 6.3 MW Wartsila units, all operating on bunker or diesel fuel.

c. Power Expansion & Renewable Energy

    a. Operations include wind turbines and an additional 15 MW coal power plant to meet energy requirements for mining activities.

    b. A Wind Energy Service Contract (WESC No. 2024-03-394) was awarded to DMCI Power Corporation on 18 April 2024 operating a 12MW wind turbine.

9. MPSA within Semirara Island
    a. A Mineral Production Sharing Agreement (MPSA) lodged as MPSA No. 352-2022-VI was awarded on 01 June 2021 to Semirara Mining and Power Corporation and was assigned to its wholly-owned subsidiary Semirara Materials Resources Inc. (SMRI) on 10 March 2022, covering 3,807.0571 hectares on Semirara Island, Caluya, Antique.

10. Exploration & Resource Development
    a. Focus is on Acacia and adjacent areas to expand resources and confirm reserves. The Himalian Coal Deposit is under evaluation for underground mining. Continuous drilling activities are being conducted for resource assessment and geotechnical studies.

11. Rehabilitation and Environmental Programs
    a. North Panian continues as a backfill site for Narra operations, covering about 273 hectares with a target elevation of +60 meters above sea level. Environmental programs include reforestation, terrestrial and marine biodiversity conservation, pollution control, and wildlife protection.

12. Safety & Occupational Health
    a. Programs include awareness campaigns, digital permit-to-work systems, online training, and incident investigation. Mobile clinics enhance workforce health and emergency response, while incident data analytics is used to improve preventive safety measures.
    b. Pit slope stability is managed using Slope Stability Radars to remotely scan slopes to continuously measure any surface movements and can be used to detect and alert users of wall movement in sub-millimeter precision. In addition, radar waves adequately penetrate through rain, dust, and smoke to give reliable measurements 24 hours a day.

13. Social Development Program (SDP)
    a. Programs target the five (5) E's: Economic Empowerment, Education, Emergency Preparedness & Resilience, Environmental Stewardship, and Employment. Initiatives focus on sustainable community benefits and strong local partnerships.

14. Financial Overview
    a. Estimated total capital expenditures are approximately Php5 billion, primarily for fleet additions and infrastructure. Production costs are around Php51 billion, covering material movement and pit preparation. Labor costs are projected at Php3 billion, materials, supplies, and parts at ~Php19 billion, and fuel and lubricants at ~Php18 billion. Other expenses, including contracted services and minor projects, are estimated at ~Php2.5 billion. The government share over the past five years is as follows:

YEAR	GOVERNMENT SHARE
2021	5,382,038,026.38
2022	15,842,879,075.33
2023	9,525,971,130.53
2024	7,617,250,167.77
2025	4,534,397,043.89

15. Seepage Situation
    a. Please refer to Annex A-1.1 to A-1.3 for the detailed reports of the seepage situation observed during the inspection conducted on 29 July to 01 August 2026, 26-29 August 2026, 23-26 September 2026, and 15-17 October 2026.

----- End -----

ANNEX A-1.1

FIELD INSPECTION AND ASSESSMENT OF THE SEAWATER SEEPAGE MANAGEMENT SYSTEM AT THE ACACIA MINE AT SEMIRARA MINING AND POWER CORPORATION (SMPC) UNDER COAL OPERATING CONTRACT (COC) NO. 5

Seawater Seepage Incident Progression and Current Site Conditions

The former pocket sump adjacent to the Molave Pit has merged with the main pit due to the continued rise in water level. The water level in the Molave Pit reached the same level as the Acacia Pocket Sump. Continuous pumping operations are being implemented to further reduce the water level and minimize the potential for inflow into the active Acacia Pit.

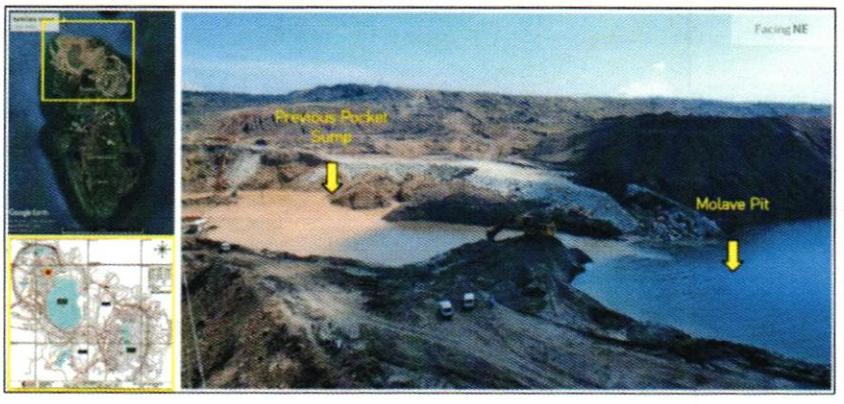


Figure 1. *Inset map showing the location of the Acacia Pocket Sump and the adjacent Molave Pit.*

Surface water management measures, including pocket sumps, pumping facilities, drainage canals, and observation wells, remain operational to control seepage and monitor groundwater conditions while construction activities continue.

Since its construction in 2024, the Acacia Pit dike has been regularly maintained and further reinforced through ongoing improvement works.

COC holder adopted a more conservative design two hundred (200) meters, providing an additional margin of safety, further enhancing its resilience against flooding hazards, including extreme events such as storm surges and tsunamis.

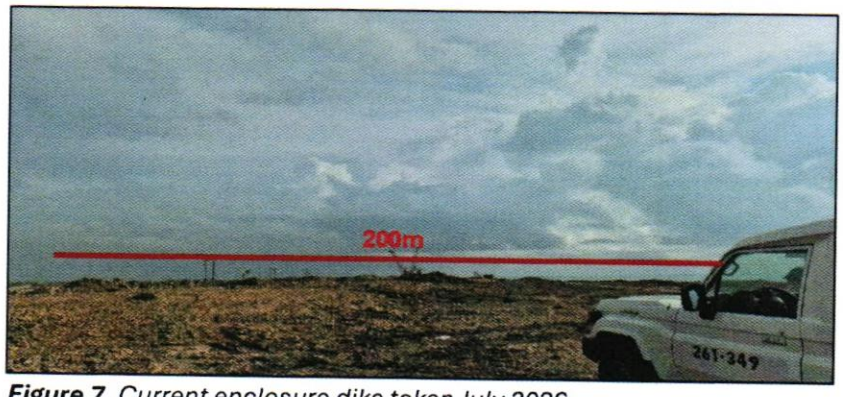


Figure 7. *Current enclosure dike taken July 2026*

The ongoing construction of Cut-Off-Wall (COW) perimeter dike has also been raised from 10 m above sea level (ASL) to 15 m ASL. These measures are intended to enhance the pit's protection against seawater ingress, thereby safeguarding active production areas and supporting uninterrupted mining operations.

Dewatering lines are deployed at the Molave Pit to maintain water levels within operational limits and prevent overflow to the Acacia Pit. No other significant operational activities are currently being conducted at the Molave Pit.

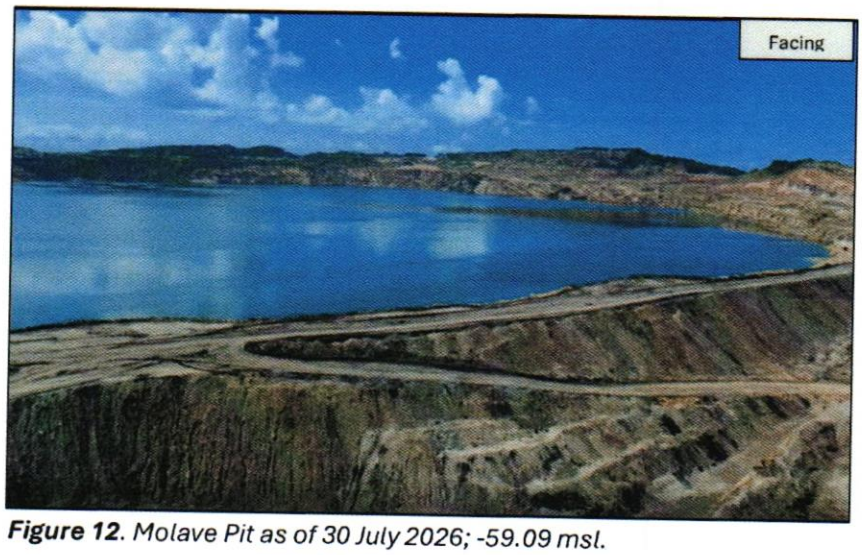


Figure 12. *Molave Pit as of 30 July 2026; -59.09 msl.*

--- End of July Report ---

2nd DOE FIELDWORK REPORT: SITUATIONER OF THE SEAWATER SEEPAGE MANAGEMENT SYSTEM AT THE ACACIA MINE AT SEMIRARA MINING AND POWER CORPORATION (SMPC) UNDER COAL OPERATING CONTRACT (COC) NO.5

Seawater Seepage Incident Progression and Current Site Conditions

The primary seepage source remains concentrated within the approximately **-35 m to -45 m range elevation zone North of Acacia**, consistent with the area identified during the initial observation. No new major seepage points were identified. Significant seepage areas have been excavated into pocket sumps for water collection and containment.

SMPC reported that inflow became markedly more pronounced when the North Acacia Block was opened, with inflow reportedly increasing to approximately 28,000 m³/d by that time.

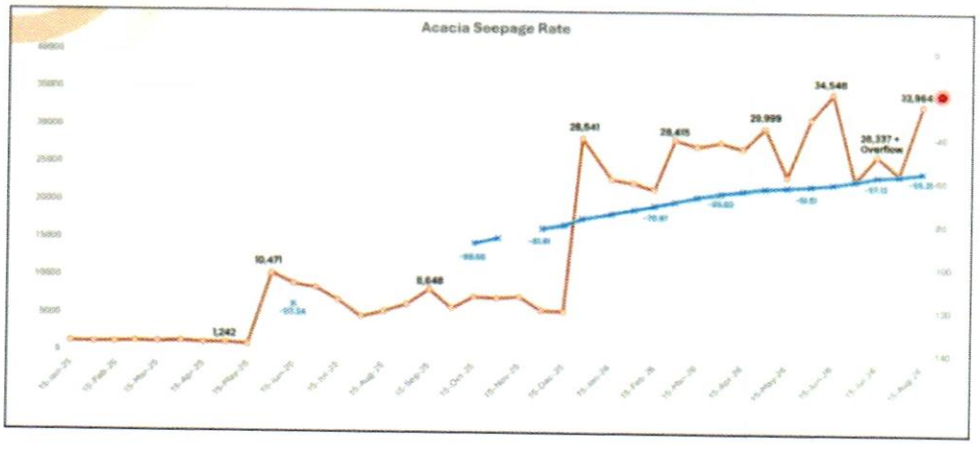


Figure 1. *Updated trend plot showing the relationship between the seepage rate at the Acacia Pit and water level at the Molave Pit. The orange line represents the measured seepage rate (m³/hr) at Acacia, while the blue line represents the corresponding Molave water level, plotted against date. Source: SMPC presentation, 26 August 2026.*

Pocket sumps are hydraulically interconnected and are progressively being consolidated toward a common collection point.

Molave-Acacia Water Interaction and Dewatering Operations

Table No. 1. Reported Elevation Field Readings.

Parameter	Reading (27 August 2026)
Acacia Pit water level	-143.02 msl
Molave Pit water level	-54.56 msl
Junction	-56 msl
Pocket sump 1	-34.09 msl
Pocket sump 2	-30.69 msl

Pocket sump 3	-34.28 msl

The relative water levels between Molave and the Acacia-side pocket sumps remain the central control on hydraulic loading and seepage directions; **overflow beyond pumping capacity continues to move toward Molave** rather than being fully captured at source.

The **general improvement in Acacia Pit water levels through** August (from -142.66 to -150.15m) **appears attributable mainly to aggressive, continuous pumping** rather than to resolving the hydraulic condition, and it is noted that further improvement remains highly weather-dependent.

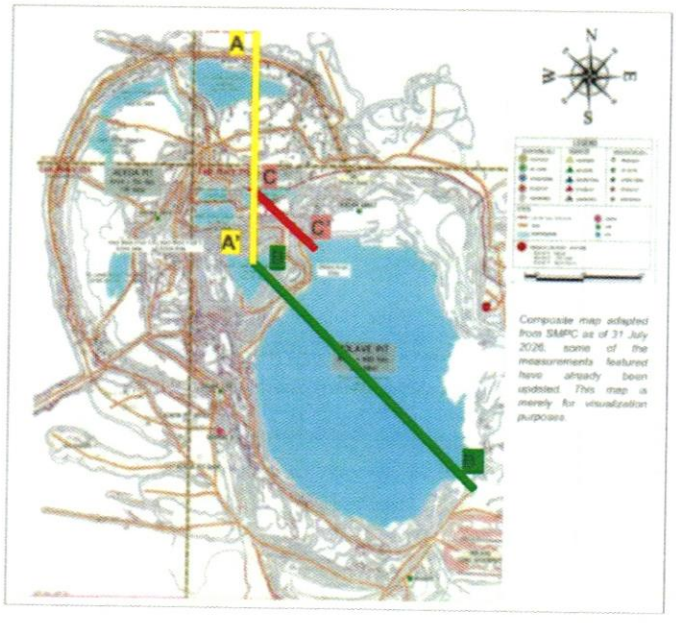


Figure 2. *Composite plan showing the spatial relationship and relative water levels across the Acacia–Molave area. Three transects are presented: A–A' (yellow), extending from the sea through a Pocket Sump and terminating at Acacia Pit; B–B' (green), extending from Acacia Pit toward Molave Pit; and C–C' (red), extending across the Pocket Sump 1 toward the Molave Pit.*

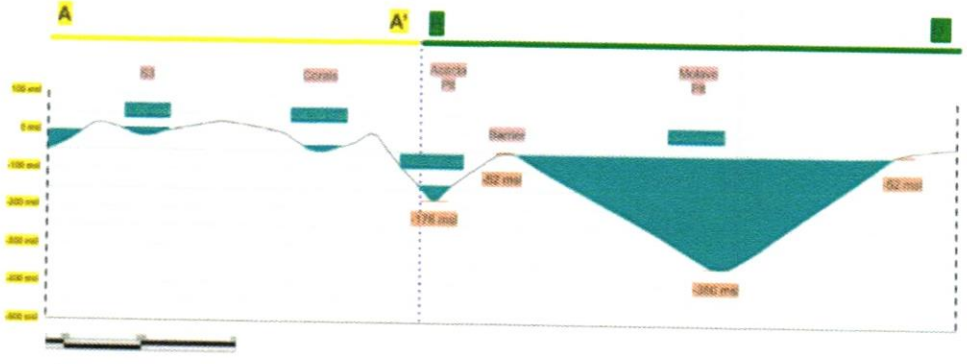


Figure 3. *Cross-sectional views A-A' and B-B' illustrating the relative elevations of the pit and pocket sump bottoms and corresponding water levels based on available survey and field data*

at the time of inspection. Transect A-A' follows a north–south section line extending from the offshore area through S3 and Corals pocket sumps. The blue dashed line denotes the pivot point and change in section orientation toward transect B-B', which extends across the Acacia and Molave pits.

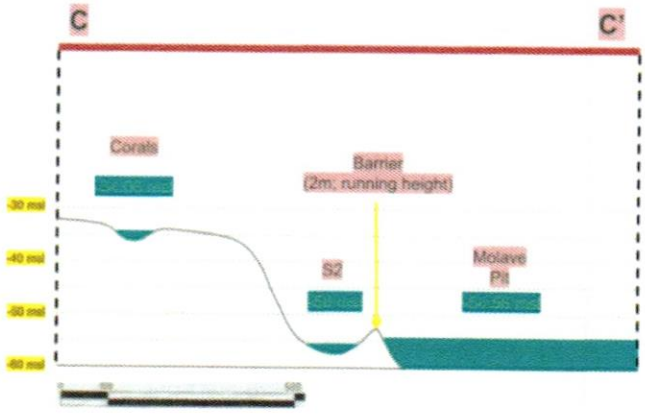


Figure 4. *Cross-section C-C' illustrating the relative water levels across the Corals and S2 pocket sumps vs Molave pit. The Molave Pit water level is higher than the observed water level at S2. There is an estimated vertical separation of only approximately 2 m between the Molave water level and the crest elevation of the intervening barrier with Acacia Pit.*

The seawater seepage at Acacia Mine has not yet been fully resolved. Water continues to seep into the mine from the north side, in roughly the same area identified in earlier inspections.

The aggravation of the seepage condition has been gradual, not sudden. Available records indicate that water inflow increased significantly following the opening of a new section, Acacia North Block, and has continued to increase thereafter.

Despite the control measures, the current rate of water inflow continues to exceed the mine's pumping capacity. The excess water is consequently being directed into the adjacent Molave Pit. As a result, the available safety buffer between the accumulated water and the barrier has progressively narrowed and is now below the target level.

SMPC has indicated that further improvement of the situation remains substantially dependent on favorable weather conditions. This indicates that the seepage condition is not yet under full and independent control, but continues to require active, day-to-day management and intervention. Accordingly, while significant mitigation measures are in place, the underlying seepage issue remains an active operational and safety concern.

--- End of August Report ---

3rd DOE FIELDWORK REPORT: SITUATIONER OF THE SEAWATER SEEPAGE MANAGEMENT SYSTEM AT THE ACACIA MINE AT SEMIRARA MINING AND POWER CORPORATION (SMPC) UNDER COAL OPERATING CONTRACT (COC) NO.5

Seawater Seepage Incident Progression and Current Site Conditions

Despite continued pumping, backfilling, and construction of the Cut-Off Wall (COW), seawater seepage persisted and intensified. By September 2026, **sustained inflows and elevated pore-water pressures** had contributed to significant ground and slope instability at **North Block 1 (NB1) Dam 2**.

SSR monitoring indicated progressive slope movement and deteriorating ground conditions on the North Block Area of Acacia Pit, specifically the North Block 1 Dam 2, despite ongoing mitigation measures. The initial signs of instability were observed in mid-September, followed by continued deterioration that led to site evacuation and the subsequent major collapse. The event generated substantial material movement into Acacia Pit, estimated at **16,000-20,000 m^3/hr** during the peak stage. The sequence of events suggests that **prolonged seepage pressures progressively weakened the dam** and adjacent slope materials, leading to failure.

The Collapse significantly **altered the drainage system** that had protected the Acacia Pit from inflow. Before the event, overflow from NB1 Dams was conveyed through Corals Pocket Sump, then continued to the Molave Pit and the S2 Lower Pocket Sump with concurrent pumping from each sump. After NB1 Dam 2 collapsed, seepage flowed directly into the Acacia Pit. Overflow from NB1 Dam 1 and the Corals Pocket Sump ceased, and only minimal localized seepage continued to enter the Molave Pit.

It also altered water levels across the Acacia-Molave area *(Figure 1 and Table 01)*. Rapid drawdown in NB1 Dam 1 and Corals Pocket Sump following the collapse indicates hydraulic connectivity with the collapsed structure, while the Acacia Pit water level increased by 13.29 m, reflecting the diversion of stored water and seepage flows into the pit.

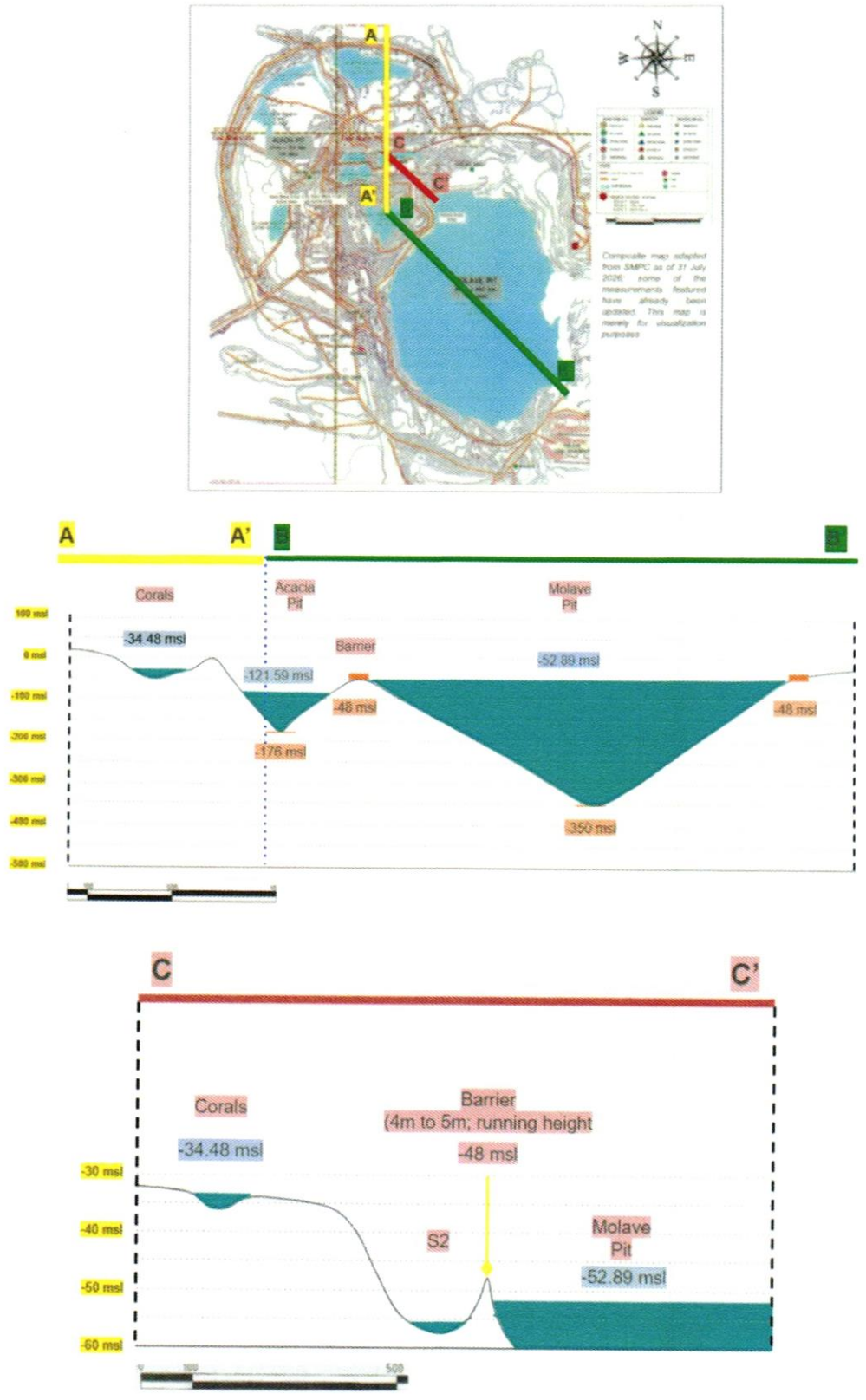


Figure 01. *Composite plan and cross-sectional views showing the spatial relationships and relative water levels across the Acacia–Molave area as of 25 September 2026. Transects A-*

A', B-B', and C-C' show the elevation relationships among the Acacia Pit, Molave Pit, Corals Pocket Sump, and the intervening barriers. The sections show a significant rise in the Acacia Pit water level, while the Molave Pit water level has stabilized and remains separated from adjacent areas by an approximately 4–5 m vertical barrier.

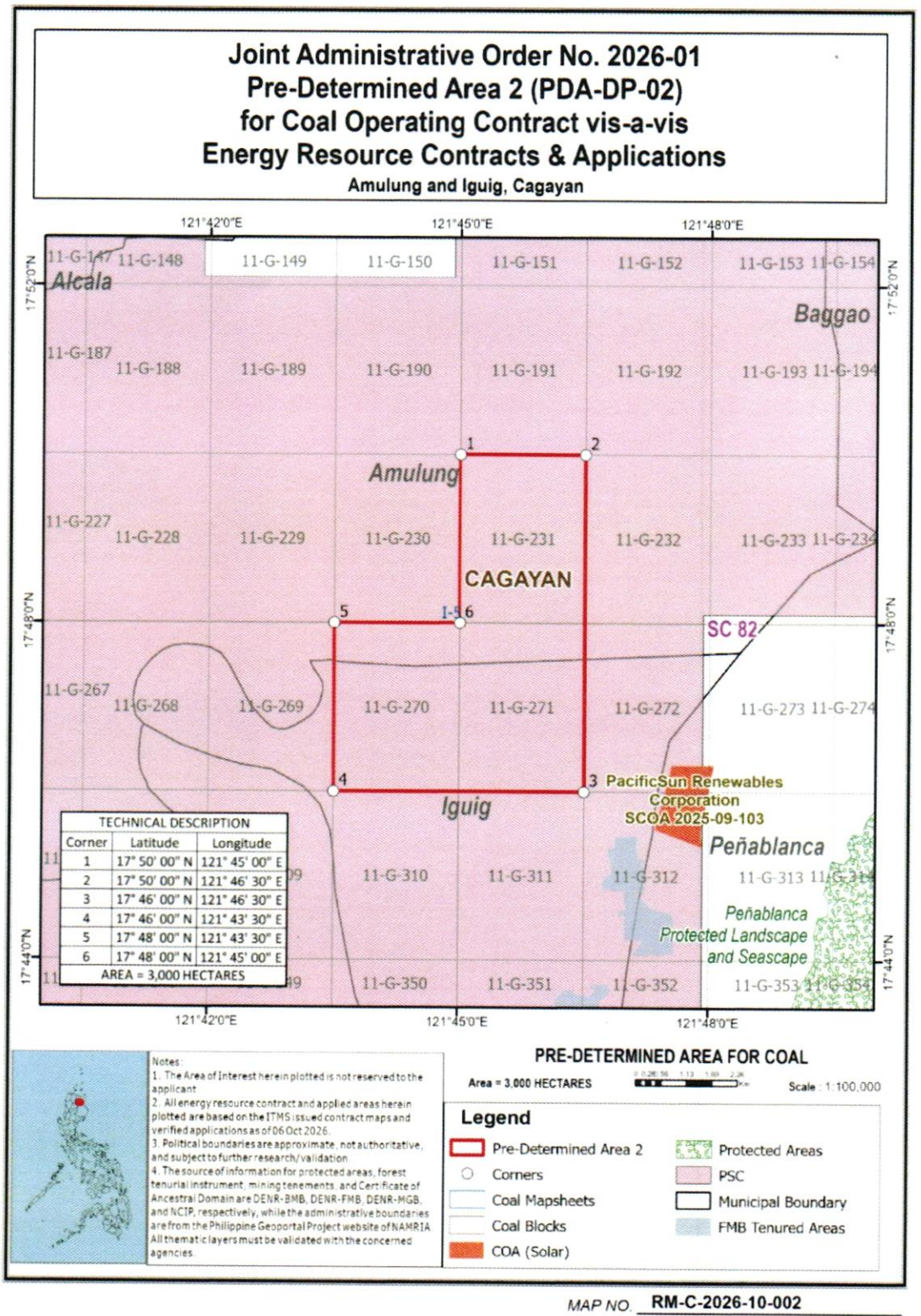
Table 01. *Pre-vs. Post-Collapse Water Elevation Changes.*

Area	Pre-Collapse Water Level (19 Sept 2026)	Current Water Level (25 Sept 2026)	Change
NB1 Dam 1	-25.64 msl	-27.17 msl	1.53 m
NB1 Dam 2		*Collapsed*	
Corals Pocket Sump	-32.93 msl	-34.48	1.55 m
Molave Pit	-52 msl	-52.89	0.89 m
S2 Lower Pocket Sump	-	*No reading*	The water level has decreased significantly; hence, regular monitoring is no longer being conducted.
Acacia Pit	-134.88 msl	-121.59	13.29 m

Seepage inflow into the Molave Pit decreased after overflow from the collapsed North Block Dam through Corals ceased. Nevertheless, localized seepage and rainfall may raise water levels along the Molave-Acacia Barrier, while the unconsolidated backfill used to maintain the required freeboard may become less stable under sustained hydrostatic pressure.

Close monitoring and timely intervention are therefore required to manage the continuing geotechnical and operational risk.

--End of September Report--


Joint Administrative Order No. 2026-01
Pre-Determined Area 2 (PDA-DP-02)
for Coal Operating Contract vis-a-vis
Energy Resource Contracts & Applications
Amulung and Iguig, Cagayan
121°42'0"E
121°45'0"E
121°48'0"E
17°52'0"N
17°48'0"N
17°44'0"N
Alcala
Baggao
Amulung
CAGAYAN
Iguig
Peñablanca
SC 82
PacificSun Renewables Corporation
SCOA 2025-09-103
Peñablanca Protected Landscape and Seascape
11-G-147
11-G-148
11-G-149
11-G-150
11-G-151
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11-G-351
11-G-352
11-G-353
1
2
3
4
5
6
TECHNICAL DESCRIPTION
Corner | Latitude | Longitude
1 | 17° 50' 00" N | 121° 45' 00" E
2 | 17° 50' 00" N | 121° 46' 30" E
3 | 17° 46' 00" N | 121° 46' 30" E
4 | 17° 46' 00" N | 121° 43' 30" E
5 | 17° 48' 00" N | 121° 43' 30" E
6 | 17° 48' 00" N | 121° 45' 00" E
AREA = 3,000 HECTARES
Notes:
1. The Area of Interest herein plotted is not reserved to the applicant.
2. All energy resource contract and applied areas herein plotted are based on the ITMS issued contract maps and verified applications as of 06 Oct 2026.
3. Political boundaries are approximate, not authoritative, and subject to further research/validation.
4. The source of information for protected areas, forest tenurial instrument, mining tenements, and Certificate of Ancestral Domain are DENR-BMB, DENR-FMB, DENR-MGB, and NCIP, respectively, while the administrative boundaries are from the Philippine Geoportal Project website of NAMRIA. All thematic layers must be validated with the concerned agencies.
PRE-DETERMINED AREA FOR COAL
Area = 3,000 HECTARES
Scale : 1:100,000
Legend
Pre-Determined Area 2
Corners
Coal Mapsheets
Coal Blocks
COA (Solar)
Protected Areas
PSC
Municipal Boundary
FMB Tenured Areas
MAP NO. RM-C-2026-10-002

PROJECT OVERVIEW

Pre-Determined Area No. 2
AMULONG AND IGUIG, CAGAYAN

1. Contract Background
   Coal Operating Contract (COC) Nos. 116 and 123 were awarded to D. M. Wenceslao and Associates, Inc. (DMWAI), covering coal blocks in the municipalities of Gattaran, Amulong, and Iguig, Cagayan Valley. COC 116 was granted on 9 January 1996, and COC 123 on 8 May 1998. Both contracts were converted to the Development and Production (D/P) phase on 24 June 2004 and formally expired on 24 June 2024.

2. Location and Coal Blocks
   COC 116 covers CBS 11-G-26, 11-G-231, and 11-G-271 located in Gattaran, Amulong and Iguig, while COC 123 covers CB 11-G-270 in Iguig. The areas are defined, contiguous, and remain undeveloped.

3. Estimated Reserve
   Exploration conducted from 1977 to 1998 established an estimated coal reserve of 23.5 million metric tons.

4. Approved Development and Production Programs
   The last approved three-year work programs provided for:
   a. Development: Approximately 3 million bank cubic meters of overburden removal across both contracts.
   b. Coal production targets: 60,000 to 156,000 metric tons per year, depending on contract and program year.
   c. Infrastructure development: Access roads, trails, bridges, and processing facilities.
   d. Manpower requirements: 100+ personnel per contract annually.
   e. Estimated expenditures: Average annual production costs of Php 47 million, development costs of Php 6 million, and capital costs of Php 2 million.
   f. Project viability: The feasibility study by the previous COC Operator indicates that the coal mining project is suitable for an integrated coal mine-mouth power plant. However, the project failed to push through due to the moratorium on greenfield coal plants. Nevertheless, there are other uses that may be considered, such as fertilizer production and other industrial applications.

5. Field Inspections and Current Status
   DOE technical inspections conducted in 2024 and 2025 confirmed that no coal mine development or production activities were implemented in either contract area.

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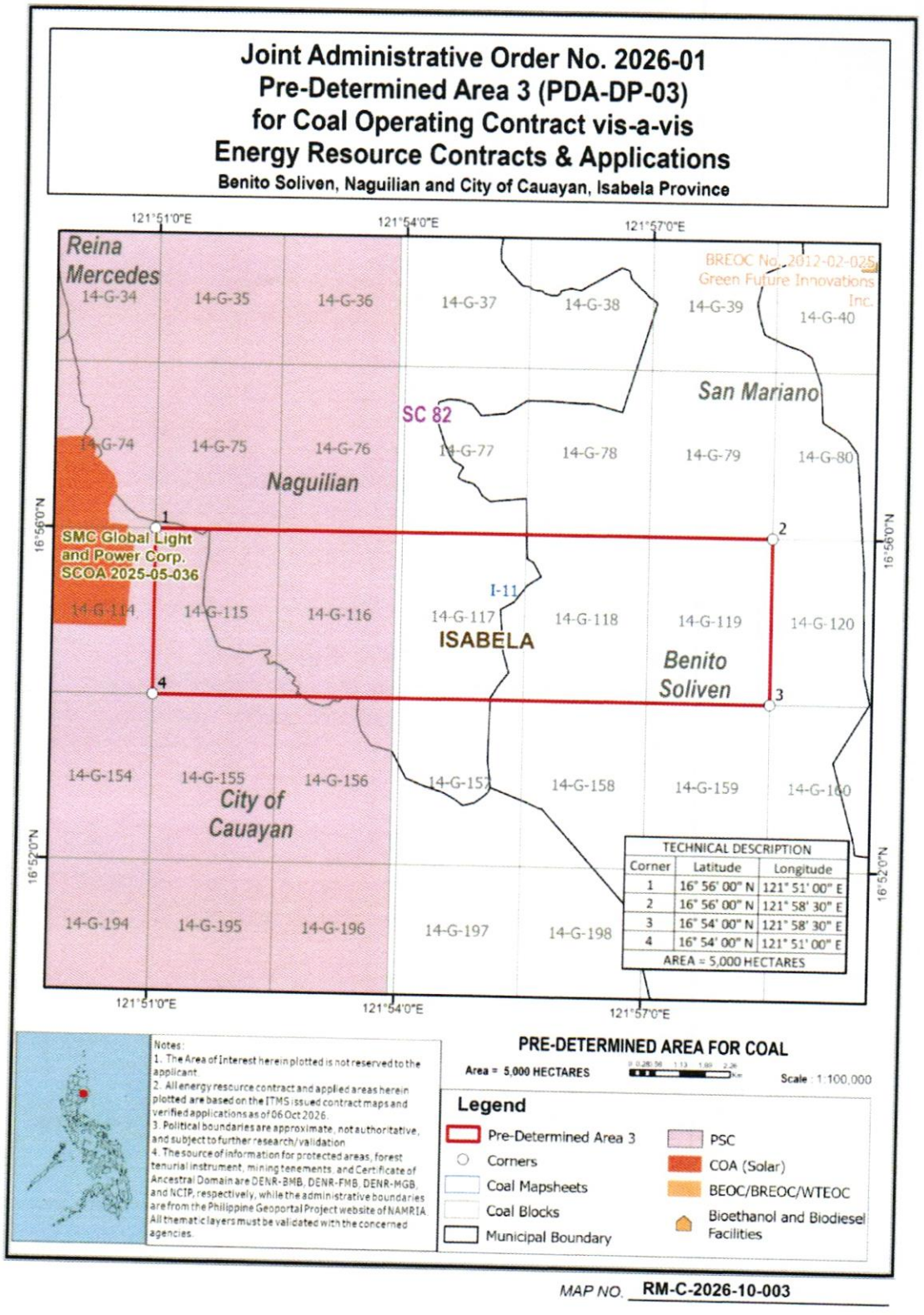


MAP NO. RM-C-2026-10-003

PROJECT OVERVIEW

Pre-Determined Area No. 3
CAUAYAN, BENITO SOLIVEN, AND NAGUILIAN, ISABELA

1. Contract Background
   Coal Operating Contract (COC) No. 122, previously awarded to PNOC Exploration Corporation (PNOC EC), covers coal blocks in Benito Soliven and Naguilian municipalities and portions of Cauayan City, Isabela. The development plan was integrated with a mine-mouth power plant, initially planned at 100 MW and later revised to 50–55 MW for Benito Soliven. Environmental Compliance Certificates (ECCs) were secured in 2010, though formal endorsements from Benito Soliven and Naguilian LGUs were not fully obtained.

2. Location and Coal Blocks
   COC 122 includes:
   a. Barangays Sto. Tomas, Villaluz, and Dagupan in Benito Soliven
   b. Barangay Sto. Tomas in Naguilian
   c. Portions of Cauayan City

   The area is contiguous, defined, and largely undeveloped. Coal resources are lignitic in nature. The contract encompasses coal blocks 14-G-115, 14-G-116, 14-G-117, 14-G-118, 14-G-119, 14-G-154, 14-G-155, 14-G-156, and 14-G-157.

3. Estimated Reserve
   Exploration by the Valdez family and later by the Isabela Coal Consortium (late 1960s–1990s) indicates:
   a. Total estimated coal resources: 50–500 million MT
   b. Estimated recoverable coal reserves: ~24 million MT (Seams DB1 & R2)

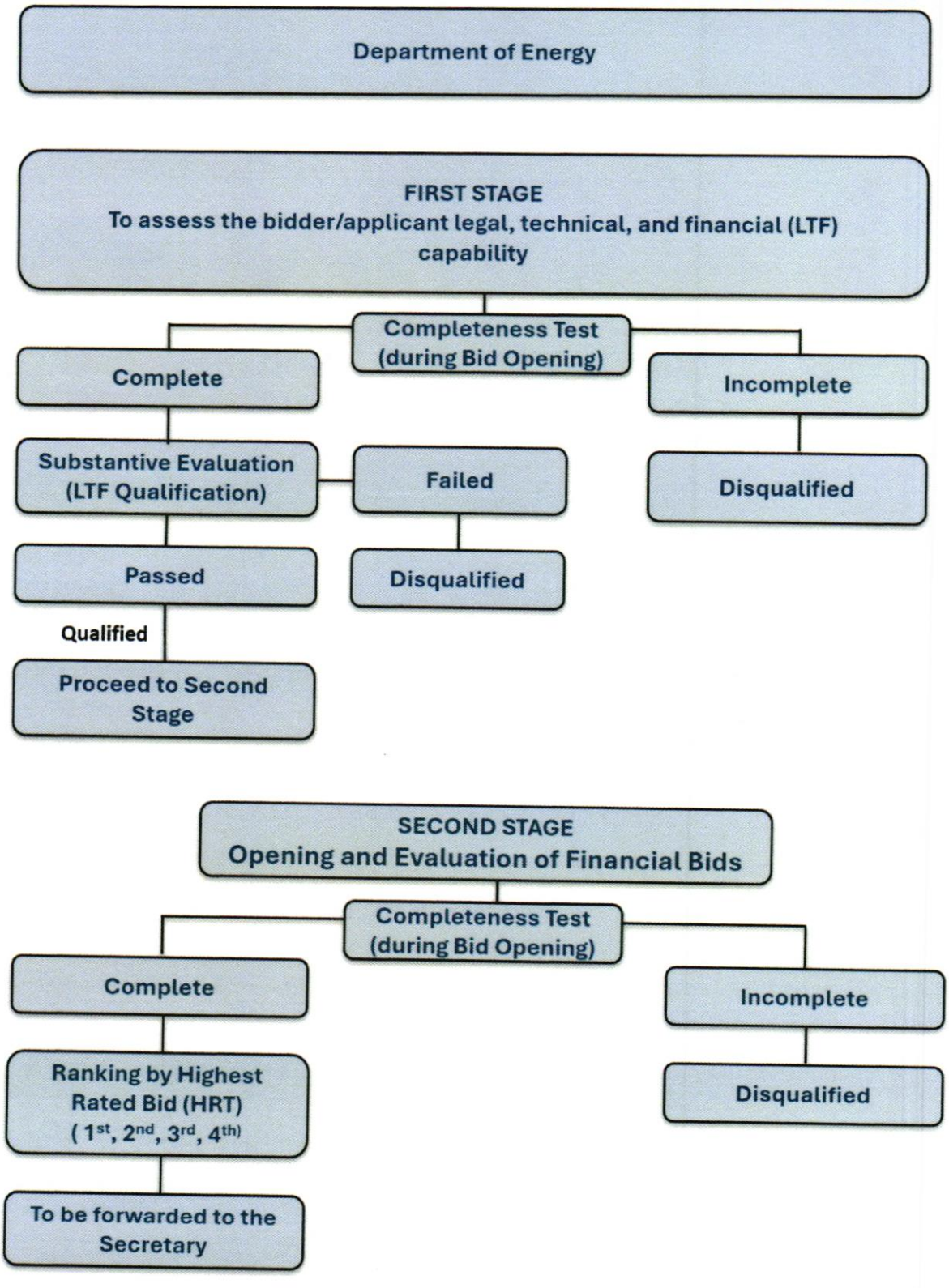
4. Approved Development and Production Programs
   a. Development: Approximately 3.4 million bank cubic meters (BCM)
   b. Coal production targets: 110,000–440,000 MT per year
   c. Expenditures:
      i. Development cost: up to ~Php 98 million
      ii. Production cost: up to ~Php 375 million
      iii. Capital cost: up to ~Php 1.35 billion
   d. Infrastructure: Access roads, resettlement planning, and site preparation for processing facilities
   e. Manpower: 200+ personnel per year
   f. IEC and CSR programs: Community engagement, tree planting, annual campaigns, and scholarships totaling several million pesos per year

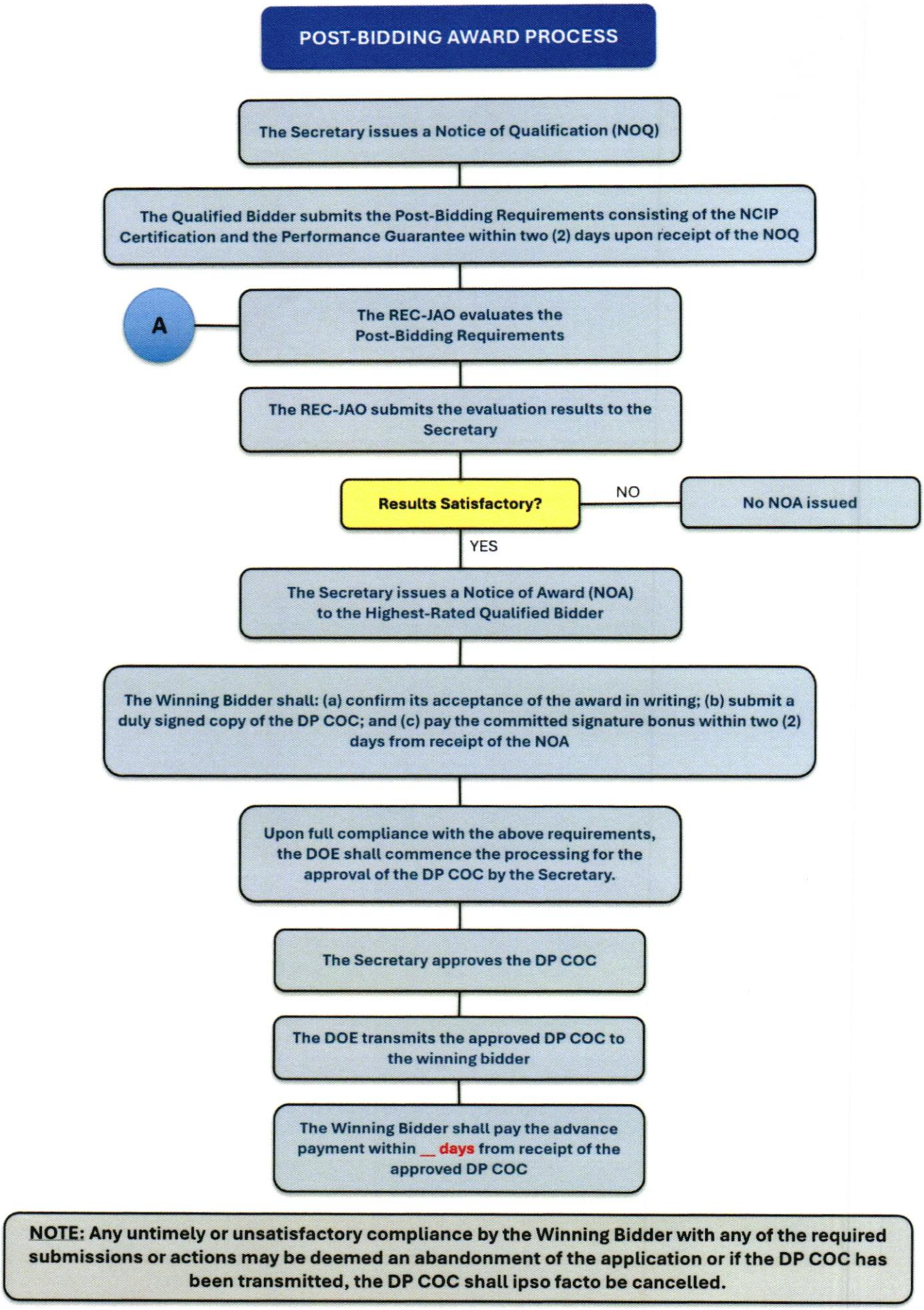
5. Joint Venture Activities
   a. PNOC EC actively pursued partnerships with private sector entities to implement the mine-power plant integration. (e.g., GCL Intelligent Energy Company, China Energy Engineering Group Co. Ltd.

6. Field Inspections and Current Status
    a. DOE and PNOC EC monitoring reports indicate that no coal production activities were implemented during the contract period.
    b. Project viability: The feasibility study by the previous COC Operator indicates that the coal mining project is suitable for an integrated coal mine-mouth power plant. However, the project failed to push through due to Moratorium on greenfield coal plants. Nevertheless, there are other uses that may be considered such as fertilizer production and other industrial applications.

----- End -----

ANNEX B: BID ROUND DESIGN





NOTE: Any untimely or unsatisfactory compliance by the Winning Bidder with any of the required submissions or actions may be deemed an abandonment of the application or if the DP COC has been transmitted, the DP COC shall ipso facto be cancelled.

NON-COMPLIANCE BY THE WINNING BIDDER

In case of any untimely or unsatisfactory compliance by the Winning Bidder with any of the required submissions or actions may be deemed an abandonment of the application or if the DP COC has been transmitted, the DP COC shall ipso facto be cancelled.

The Secretary issues the appropriate notice and avail of all remedies including, but not limited to, the forfeiture of the Bid Security

Upon issuance of the Notice of Disqualification to the Winning Bidder or cancellation of the DP COC, the second Highest-Rated Qualified Bidder shall forthwith be notified to submit the Post-Bidding Requirements

A

As a rule, the DP COC shall take effect and the fixed term thereof, as determined based on the submitted Work Program, shall commence upon receipt of the DP COC by the Winning Bidder. Should there be a valid and existing contract over the PDA subject of the DP COC, it shall take effect upon receipt thereof by the Winning Bidder while the fixed term of the DP COC, as determined based on the submitted Work Program, shall commence only upon the expiration of the preceding contract.

ANNEX C: QUALIFICATION DOCUMENTS

ANNEX C-1

LEGAL QUALIFICATION DOCUMENTS

1. Duly filled-out covering information sheet showing a brief summary of the application (FORM 1).

2. Securities and Exchange Commission (SEC)-certified true copies of the Certificate of Registration, Articles of Incorporation and By-Laws, including all amendments. The corporate purpose of the applicant shall include the exploration, development and utilization of coal resources;

3. SEC-certified true copy of the 2026 General Information Sheet (GIS);

4. Original Copy of the Certificate issued by the Corporate Secretary attesting to the Resolution of the Board of Directors of the applicant authorizing the applicant to participate in the Bid Round and designating the representative/s to apply, negotiate, sign any, and all documents, and execute the undertaking/s required by the ITB and the DP COC. The said Certificate shall be executed under oath by the Corporate Secretary;

5. In case the applicant is a partnership or cooperative, it shall submit the legal documents as specified in Items 2 to 4 above, or its equivalent, issued or authenticated by the appropriate governing authorities;

6. Proof of payment of the application fee (DOE Invoice/bank transaction receipt/reference number) amounting to Php200,000.00 per area;

7. Affidavit of No Unsatisfactory Performance Record signed and executed under oath by the Authorized Representative;

8. Undertaking of Domestic Allocation of Production signed and executed under oath by the Authorized Representative; and

9. Affidavit of Acceptance of Bidder's Responsibilities signed and executed under oath by the Authorized Representative.

ANNEX C-2

TECHNICAL QUALIFICATION DOCUMENTS

A. Work Program Documentation

1. Summary of proposed Five-Year Work Program and corresponding expenditure per year for each proposed activity over the area specified, submitted in digital and printed copies. It shall include a Gantt Chart of the program's schedule of implementation, Development and Production Work Commitment and Financial Commitment Matrix;

2. Details of the proposed Five (5)-Year Work Program and expenditure to be submitted in digital and printed copies, which shall include the following:

    a. Mine Development Plan - discussion on mining method, mine layout, mine design parameters, and annual mine configuration maps.

    b. Production Plan and Work Commitment – minimum of 60 million MT over the 5-year work program.

    The coal production commitment shall be supported by and must be consistent with the bidder's proposed Mine Development Plan and Equipment, Manpower, and Infrastructure Plan.

    c. Equipment, Manpower, and Infrastructure Plan
        i. Number and type of mining equipment to be deployed (e.g., excavators, haul trucks, dozers, loaders, drills, and other support equipment)
        ii. Rated capacity of each major equipment group (e.g., tons per hour, tons per cycle, or equivalent production capacity)
        iii. Proposed number of operating units per equipment type
        iv. Mechanical Availability
        v. Estimated production capacity per shift, per day, and per year
        vi. Number of manpower per functional group (e.g., operators, maintenance personnel, engineers, supervisors, and safety officers)
        vii. Proposed shift system or operating schedule (e.g., number of shifts per day and operating days per year)

    Any inconsistency between production targets and supporting Equipment, Manpower, and Infrastructure Plan may result in the disqualification of the applicant in the bidding.

    d. Geotechnical and Ground Control Program - costed geotechnical & ground-control plan (slope stability, support design, monitoring).

    e. Supplemental Exploration Program - costed supplemental-exploration program (in-fill drilling, sampling, resource upgrade).

    f. Health and Safety Program - documented occupational health and safety program (hazard controls, PPE, training, incident reporting).

    g. Social Development Program (SDP) - host-community commitments and SDP-level detail.

h. Environmental Protection Program (EPP) – program to include monitoring and mitigating measures to address potential environmental impacts.

i. Emergency Preparedness and Resiliency Program – program to include response procedures, contingencies, and drills.

j. Progressive Rehabilitation and Mine Decommissioning Program - a phased progressive rehabilitation and decommissioning plan with cost provision.

3. Details of the methodology used for the geological and geotechnical evaluation of the area applied for:

   a. Coal Reserves Analysis - reserves are estimated in a PMRC-compliant report signed by an ACP.

   b. Geohazard Assessment and Mitigating Measures - a full geohazard inventory plus mitigation measures certified by a licensed assessor.

4. Project-level economic evaluation to show NPV and IRR. All applicants shall use the same parameters listed below:

Economic assumptions (bidders model on these)	**Value**
Foreign exchange rate	61 PHP / USD
Discount rate (base)	10% (sensitivity 8% / 12%)
Inflation / escalation	US 2% ; PH 3%
Fuel cost	65 PHP/L diesel (≈ 1.07 USD/L at 61 FX)
Progressive rehabilitation	3% of OPEX
Excise tax	150 PHP / MT
Coal price sensitivity	±10%
Fuel / FX sensitivity	±10% each
CAPEX / OPEX sensitivity	+20% / −10%
Economic assessment basis	Project level, full mine life incl. rehabilitation / decommissioning
Coal price (base)	3,500 PHP / MT

B. Technical Documentation

1. Overview of the applicants' upstream and coal mining projects, to be submitted in both digital and printed copies;

2. Original and digital copies of duly signed Curricula Vitae of the company's management and technical personnel, indicating their relevant experience, educational attainment, and employment status; and

    a. Head of Mine Operations - must be a duly licensed Mining Engineer with at least five (5) years of relevant experience directly related to the mining operations in the mining method proposed by the applicant.

    b. Head of Mine Planning - must be a duly licensed Mining Engineer with at least five (5) years of relevant experience directly related to the mining operations in the mining method proposed by the applicant.

    c. Head of Geology - must be a duly licensed Geologist with at least five (5) years of experience in mine geology in the mining method proposed by the applicant.

    d. Head of Safety - must be a duly licensed professional with at least five (5) years of experience in mine safety in the mining method proposed by the applicant.

    e. Head of Environmental Management - show at least five (5) years of relevant experience in mining-related environmental work. The head of environmental management must be: (1) a bachelor's degree holder; (2) a Pollution Control Officer (PCO) accredited by DENR-EMB; and (3) trained in EIA/ECC compliance or ISO 14001 Environmental Management Systems within the last five (5) years.

3. Particulars on the experiences, achievements, and track records of the senior management of the applicant, related safety documentation and technical manpower depth in original and digital copies containing the following:

    a. Company Organizational Chart

    b. Chief Operating Officer (COO) – minimum of at least five (5) years experience managing/operating large-scale mines.

    c. Chief Financial Officer (CFO) - minimum of at least five (5) years experience in a financial role in operating large-scale mines.

    d. Health and Safety Manual

    e. Technical manpower depth – at least five (5) licensed technical staff.

4. Commitment to dedicate all or defined portion of production to the domestic market, through sale or supply to domestic off-takers as evidenced in the Undertaking on Domestic Supply Commitment (FORM 4). The minimum domestic allocation shall be at least thirty-five percent (35%) of the annual production which shall, in no case, not be lower than 5.0 million MT.

In the alternative, requirements prescribed in Item Nos. 2, 3(a) and 3(c) above may be complied with through the submission of a binding undertaking, in the form prescribed in FORM 3, that it will have, on the effective date of the DP COC, key personnel with the required experience, attaching thereto duly signed Curricula Vitae of such proposed personnel, and the organizational structure and manpower depth necessary to implement is proposed work program for the PDA being applied for.

ANNEX C-3

FINANCIAL QUALIFICATION DOCUMENTS

A. For corporations existing for more than two (2) years at the time of filing of application:

1. Original Copy of the audited Financial Statements (FS) for the last two (2) years from the filing date.

   If the audited FS is more than six (6) months at the time of filing, applicants must also provide original copies of the latest unaudited FS duly signed by the responsible official such as the President and/or Chief Finance Officer, which must be no more than three (3) months old at the time of filing and must include the accompanying Notes to the Financial Statements; and

2. Original Copy of the Bank Certification to substantiate the cash balance as of the latest unaudited FS.

B. For newly organized corporations existing for less than two (2) years at the time of filing of application:

1. Original Copy of the audited Financial Statements (FS) or unaudited FS duly signed by the responsible official such as the President and/or Chief Finance Officer, which must be no more than three (3) months old at the time of filing and must include the accompanying Notes to the FS; and

2. Original Copy of the Bank Certification to substantiate the cash balance as of the latest unaudited FS.

C. For Parent Company that guarantees corporations with insufficient working capital. Financial guarantees of foreign companies to their subsidiaries that are shareholders of the applicant shall be limited to their equity participation in the allowable maximum forty percent (40%) foreign capitalization:

1. Original Copy of the Parent Company's financial documents per A.1 and A.2;

2. Original Copy of duly notarized Letter of Undertaking/ Support from the Parent Company to fund the Work Program;

3. SEC-certified true copy of the General Information Sheet (GIS), not more than twelve (12) months old at the time of filing of application, of the shareholders of the applicant availing of the Parent Company fund guarantee.

The minimum working capital requirement (Current Assets less Current Liabilities) is 100% of the financial commitment for the first contract year of the proposed work program and budget.

ANNEX D: TECHNICAL BASELINE AND ASSUMPTIONS

The technical baseline and assumptions are intended to support the assessment of whether each bidder's proposed production commitment is technically achievable based on its proposed mining method, mine design, equipment capacity, manpower, operating schedule, and supporting infrastructure.

No.	Technical Parameter	Reference Baseline and Assumptions
1	Minimum Five-Year Target Coal Production	60 million metric tons
2	Average Stripping Ratio	Approximately 12:1
3	Operating Days	360 days per year
4	Operating Hours	23.6 hours per day
5	Annual Operating Hours	8,496 hours per year
6	Average Equipment Utilization	80%
7	Average Mechanical Availability – Excavators	95%
8	Average Mechanical Availability – Dump Trucks	88%
9	Overburden/Waste Swell Factor	25%
10	Coal Swell Factor	10%
11	Coal Specific Gravity	1.4
12	Major Mining Equipment - Excavator	Approximate hourly capacity of 1,390 bank cubic meters
13	Major Mining Equipment - Dump Truck	Approximate hourly capacity of 98 bank cubic meters at 1-kilometer haul distance
14	Support and Auxiliary Equipment	Wheel dozers, motor graders, road compactors, water trucks, small excavators, grab cranes, and trench cutters
15	Dewatering Pumps	Approximate hourly capacity of 50,000 cubic meters

ANNEX E

CHECKLIST OF DOCUMENTARY REQUIREMENTS

	STAGE 1 EVALUATION – LEGAL QUALIFICATION DOCUMENTS COMPANY / APPLICANT NAME	CHECK BOX IF PRESENT
1.	Duly filled out covering information sheet showing a brief summary of the application (FORM 1).	☐
2.	Securities and Exchange Commission (SEC)-certified true copies of the Certificate of Registration, Articles of Incorporation and By-Laws, including all amendments. The corporate purpose of the applicant shall include the exploration, development and utilization of coal resources.	☐
3.	SEC-certified true copy of the 2026 General Information Sheet (GIS).	☐
4.	Original Copy of the Certificate issued by the Corporate Secretary attesting to the Resolution of the Board of Directors of the applicant authorizing the applicant to participate in the Bid Round and designating the representative/s to apply, negotiate, sign any, and all documents, and execute the undertaking/s required by the ITB and the DP COC. The said Certificate shall be executed under oath by the Corporate Secretary.	☐
5.	In case the applicant is a partnership or cooperative, it shall submit the legal documents as specified in Items 2 to 4 above, or its equivalent, issued or authenticated by the appropriate governing authorities;	☐
6.	Proof of payment of the application fee (DOE Invoice/bank transaction receipt/reference number) amounting to Php200,000.00 per area;	☐
7.	Affidavit of No Unsatisfactory Performance Record signed and executed under oath by the Authorized Representative (FORM 2).	☐
8.	Undertaking on Domestic Supply Commitment signed and executed under oath by the Authorized Representative (FORM 4)	☐
9.	Affidavit of Acceptance of Bidder's Responsibilities signed and executed under oath by the Authorized Representative (FORM 9)	☐

STAGE 1 EVALUATION – TECHNICAL QUALIFICATION DOCUMENTS COMPANY / APPLICANT NAME		CHECK BOX IF PRESENT
A. Work Program Documentation		
1.	Summary of proposed Five-Year Work Program and corresponding expenditure per year for each proposed activity over the area specified. It shall include a Gantt chart of the program's schedule of implementation, Development and Production Work Commitment and Financial Commitment Matrix;	☐
2.	Details of the proposed Five (5)-Year Work Program and expenditure to be submitted in digital and printed copies, which shall include the following:	
	a. Mine Development Plan - discussion on mining method, mine layout, mine design parameters, and annual mine configuration maps.	☐
	b. Production Plan and Work Commitment - minimum of 60 million MT over the 5-year work program. The coal production commitment shall be supported by and must be consistent with the bidder's proposed Mine Development Plan and Equipment, Manpower, and Infrastructure Plan.	☐
	c. Equipment, Manpower, and Infrastructure Plan i. Number and type of mining equipment to be deployed (e.g., excavators, haul trucks, dozers, loaders, drills, and other support equipment) ii. Rated capacity of each major equipment group (e.g., tons per hour, tons per cycle, or equivalent production capacity) iii. Proposed number of operating units per equipment type iv. Mechanical Availability v. Estimated production capacity per shift, per day, and per year vi. Number of manpower per functional group (e.g., operators, maintenance personnel, engineers, supervisors, and safety officers) vii. Proposed shift system or operating schedule (e.g., number of shifts per day and operating days per year) Any inconsistency between production targets and supporting Equipment, Manpower, and Infrastructure Plan may result in the disqualification of the applicant in the bidding.	☐
	d. Geotechnical and Ground Control Program - costed geotechnical & ground-control plan (slope stability, support design, monitoring).	☐

	e. Supplemental Exploration Program - costed supplemental-exploration program (in-fill drilling, sampling, resource upgrade).	☐
	f. Health and Safety Program - documented occupational health and safety program (hazard controls, PPE, training, incident reporting).	☐
	g. Social Development Program (SDP) - host-community commitments and SDP-level detail.	☐
	h. Environmental Protection Program (EPP) - program to include monitoring and mitigating measures to address potential environmental impacts.	☐
	i. Emergency Preparedness and Resiliency Program - program to include response procedures, contingencies, and drills.	☐
	j. Progressive Rehabilitation and Mine Decommissioning Program - a phased progressive rehabilitation and decommissioning plan with cost provision.	☐
3.	Details of the methodology used for the geological and geotechnical evaluation of the area applied for:	
	a. Coal Reserves Analysis - reserves are estimated in a PMRC-compliant report signed by an Accredited Competent Person.	☐
	b. Geohazard Assessment and Mitigating Measures - a full geohazard inventory plus mitigation measures certified by a licensed assessor.	☐
4.	Project-level economic evaluation to show NPV and IRR.	
	a. NPV (project, PHP M)	☐
	b. IRR	☐
	Applicant computed project-level NPV should be equal to or greater than DOE valuation	
	COMPLETE / INCOMPLETE	
B. Technical Documentation		
1.	Overview of the applicants' upstream and coal mining projects, to be submitted in both digital and printed copies	☐
2.	Original and digital copies of duly signed Curricula Vitae of the company's management and technical personnel, indicating their relevant experience, educational attainment, and employment status or undertaking for technical and manpower capability (FORM 3)	
	a. Head of Mine Operations - must be a duly licensed Mining Engineer with at least five (5) years of relevant experience directly related to the mining operations in the mining method proposed by the applicant.	☐

	b. Head of Mine Planning - must be a duly licensed Mining Engineer with at least five (5) years of relevant experience directly related to the mining operations in the mining method proposed by the applicant.	☐
	c. Head of Geology - must be a duly licensed Geologist with at least five (5) years of experience in mine geology in the mining method proposed by the applicant.	☐
	d. Head of Safety - must be a duly licensed professional with at least five (5) years of experience in mine safety in the mining method proposed by the applicant.	☐
	e. Head of Environmental Management - show at least five (5) years of relevant experience in mining-related environmental work. The head of environmental management must be: (1) a bachelor's degree holder; (2) a Pollution Control Officer (PCO) accredited by DENR-EMB; and (3) trained in EIA/ECC compliance or ISO 14001 Environmental Management Systems within the last five (5) years.	☐
3.	Particulars on the experiences, achievements, and track records of the senior management of the applicant, related safety documentation and technical manpower depth in original and digital copies containing the following:	
	a. Company Organizational Chart or undertaking for technical and manpower capability (FORM 3)	☐
	b. Chief Operating Officer (COO) - minimum of at least five (5) years experience managing/operating large-scale mines.	☐
	c. Chief Financial Officer (CFO) - minimum of at least five (5) years experience in a financial role in operating large-scale mines.	☐
	d. Health and Safety Manual	☐
	e. Technical manpower depth - at least five (5) licensed technical staff, or undertaking for technical and manpower capability (FORM 3)	☐
4.	Commitment to dedicate all or defined portion of production to the domestic market, through sale or supply to domestic off-takers as evidenced in the Undertaking on Domestic Supply Commitment (FORM 4).	☐
	COMPLETE / INCOMPLETE	

STAGE 1 EVALUATION - FINANCIAL QUALIFICATION DOCUMENTS COMPANY / APPLICANT NAME		CHECK BOX IF PRESENT
A. For corporations existing for more than two (2) years at the time of filing of application:		
1.	Original Copy of the audited Financial Statements (FS) for the last two (2) years from the filing date. If the audited FS is more than six (6) months at the time of filing, applicants must also provide original copies of the latest unaudited FS duly signed by the responsible official such as the President and/or Chief Finance Officer, which must be no more than three (3) months old at the time of filing and must include the accompanying Notes to the Financial Statements; and	☐
2.	Original Copy of the Bank Certification to substantiate the cash balance as of the latest unaudited FS.	☐
B. For newly organized corporations existing for less than two (2) years at the time of filing of application:		
1.	Original Copy of the audited Financial Statements (FS) or unaudited FS duly signed by the responsible official such as the President and/or Chief Finance Officer, which must be no more than three (3) months old at the time of filing and must include the accompanying Notes to the FS; and	☐
2.	Original Copy of the Bank Certification to substantiate the cash balance as of the latest unaudited FS.	☐
C. For Parent Company that guarantees corporations with insufficient working capital. Financial guarantees of foreign companies to their subsidiaries that are shareholders of the applicant shall be limited to their equity participation in the allowable maximum forty percent (40%) foreign capitalization:		
1.	Original Copy of the Parent Company's financial documents per A.1 and A.2;	☐
2.	Original Copy of duly notarized Letter of Undertaking/ Support from the Parent Company to fund the Work Program;	☐
3.	SEC-certified true copy of the General Information Sheet (GIS), not more than twelve (12) months old at the time of filing of application, of the shareholders of the applicant availing of the Parent Company fund guarantee.	☐
The minimum working capital requirement (Current Assets less Current Liabilities) is 100% of the financial commitment for the first contract year of the proposed work program and budget.		
	COMPLETE / INCOMPLETE	

FORM 1

COVERING INFORMATION SHEET

Company Name:		
Telephone No.:	Fax No.:	Mobile Phone No.:
Email Address:	Website:	

Address of Applicant:

Area Applied for:
Proposed Training Assistance:
Proposed Development Assistance Fund:

It is certified that the foregoing information are true and correct. It is understood that any omission or misrepresentation of the required information shall be sufficient cause for the rejection of this application.

Authorized Representative Name and Signature

FORM 2: AFFIDAVIT OF NO UNSATISFACTORY PERFORMANCE

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

SWORN AFFIDAVIT OF
NO UNSATISFACTORY PERFORMANCE

I, ***[Insert full name of affiant]***, of legal age, with address at ***[Insert complete address]***, after having been duly sworn in accordance with law, hereby depose and state:

1. I am the ***[Indicate position in the applicant company]*** of ***[Name of applicant company / entity]*** with principal office address at ***[Indicate principal place of office of the applicant company]***.

2. I am duly authorized to execute, sign, and file this *Sworn Affidavit* for and on behalf of ***[Name of applicant company / entity]*** pursuant to the Board Resolution No. _____ dated _____.

3. ***[Name of applicant company / entity]*** or in case of a consortium, any of its members has/have no unsatisfactory performance record or material breach in any contract, agreement, permit, lease, license, or other tenement or right to explore, develop, or utilize natural resources.

4. Any information relating to the performance record of ***[Name of company / entity]*** or, in the case of a consortium, any of its members, shall, within five (5) days from knowledge thereof, be completely disclosed to the Department of Energy in the event that these become relevant to the evaluation of the application, eligibility submission, bid, proposal, or contract.

5. The representations, certifications, and undertakings contained in this *Sworn Affidavit* are continuing in nature and shall remain valid, binding, and effective throughout the bidding process and, where applicable, for the duration of the implementation and performance of the resulting Development and Production Coal Operating Contract.

6. I execute this *Sworn Affidavit* to certify and attest to the truth, accuracy, and completeness of the foregoing representations, certifications, and undertakings, and for all legal intents and purposes that this instrument may serve.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____,20___ at _____, Philippines.

Duly authorized to sign for and behalf of:

_____
[Name of Company/Entity]

_____

Affiant

[Affiant's Signature over Printed Name]

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20___ at _____, Philippines, affiant exhibiting to me his competent evidence of identity _____ bearing ID Number _____ issued on _____ at _____.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20____.

FORM 3: UNDERTAKING FOR TECHNICAL AND MANPOWER CAPABILITY

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

SWORN UNDERTAKING OF
TECHNICAL AND MANPOWER CAPABILITY

I, ***[Insert full name of affiant]***, of legal age, with address at ***[Insert complete address]***, after having been duly sworn in accordance with law, hereby depose and state:

1. I am the ***[Indicate position in the applicant company]*** of ***[Name of applicant company / entity]*** with principal office address at ***[Indicate principal place of office of the applicant company]***.

2. I am duly authorized to execute, sign, and file this *Sworn Undertaking* for and on behalf of ***[Name of applicant company / entity]*** pursuant to the Board Resolution No. _____ dated _____.

3. ***[Name of applicant company / entity]*** commits to employ, on the effective date of the Development and Production Coal Operating Contract, the following key mine personnel with the required experience:

Key Mine Personnel	
Position	**Experience Required**
Head of Mining Operations	Licensed Mining Engineer with at least five (5) years relevant experience in mine operations in the mining method proposed by the Bidder.
Head of Mine Planning	Licensed Mining Engineer with at least five (5) years relevant experience in mine planning in the mining method proposed by the Bidder.
Head of Geology	Licensed Geologist with at least five (5) years experience in mine geology directly related in the mining method proposed by the Bidder.
Head of Safety	Licensed Mining Engineer with at least five (5) years relevant experience in mine safety in the mining method proposed by the Bidder.
Head of Environmental Management	Must have at least at least five (5) years relevant experience in mining related

Key Mine Personnel	
Position	**Experience Required**
	environmental work and must be (1) a bachelor's degree holder; (2) a Pollution Control Officer (PCO) accredited by DENR-EMB; (3) Trained in EIA/ECC compliance or ISO 14001 Environmental Management Systems within the last five (5) years.

Attached herewith are the Curricula Vitae of such proposed personnel and the organizational structure and manpower depth necessary to implement its submitted work program for the Pre-Determined Area being applied for.

4. The representations, certifications, and undertakings contained in this *Sworn Undertaking* are continuing in nature and shall remain valid, binding, and effective throughout the bidding process and, where applicable, for the duration of the implementation and performance of the resulting contract.

5. I execute this *Sworn Undertaking* to certify and attest to the truth, accuracy, and completeness of the foregoing representations, certifications, and undertakings, and for all legal intents and purposes that this instrument may serve.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____,20___ at _____, Philippines.

Duly authorized to sign for and behalf of:

_____
[Name of Company/Entity]

_____
Affiant
[Affiant's Signature over Printed Name]

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20___ at _____, Philippines, affiant exhibiting to me his competent evidence of identity _____ bearing ID Number _____ issued on _____ at _____.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20____.

FORM 4: UNDERTAKING ON DOMESTIC SUPPLY COMMITMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPAL.0ITY OF _____) S.S.

SWORN UNDERTAKING OF
DOMESTIC SUPPLY COMMITMENT

I, ***[Insert full name of affiant]***, of legal age, with address at ***[Insert complete address]***, after having been duly sworn in accordance with law, hereby depose and state:

1. I am the ***[Indicate position in the applicant company]*** of ***[Name of applicant company / entity]*** with principal office address at ***[Indicate principal place of office of the applicant company]***.

2. I am duly authorized to execute, sign, and file this *Sworn Undertaking* for and on behalf of ***[Name of applicant company / entity]*** pursuant to the Board Resolution No. _____ dated _____.

3. ***[Name of applicant company / entity]*** commits to dedicate all or a defined portion of its production to the domestic market, through sale or supply to the domestic off-takers.

4. Reasonable documentary evidence of compliance shall be submitted whenever required by the DOE, including but not limited to production records, supply agreements, sales invoices, delivery receipts, purchase orders, or other relevant records. Failure to fully comply with the commitment to dedicate all or a defined portion of its production to the domestic market, through sale or supply to the domestic off-takers for the duration of the resulting DP COC shall be a ground for the cancellation thereof.

5. The representations, certifications, and undertakings contained in this *Sworn Undertaking* are continuing in nature and shall remain valid, binding, and effective throughout the bidding process and, where applicable, for the duration of the implementation and performance of the resulting contract.

6. I execute this *Sworn Undertaking* to certify and attest to the truth, accuracy, and completeness of the foregoing representations, certifications, and undertakings, and for all legal intents and purposes that this instrument may serve.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____,20___ at _____, Philippines.

Duly authorized to sign for and behalf of:

_____
[Name of Company/Entity]

_____

Affiant

[Affiant's Signature over Printed Name]

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20___ at _____, Philippines, affiant exhibiting to me his competent evidence of identity _____ bearing ID Number _____ issued on _____ at _____.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20____.

FORM 5: WORK PROGRAM AND BUDGET TEMPLATE

FIVE (5)-YEAR WORK PROGRAM AND EXPENDITURES TEMPLATE						
I.	Name of Company/Applicant					
II.	Mailing address					
III.	Number of blocks applied for the Contract					
IV.	Block(s)/Number(s)					
V.	Location of block(s) (sitio, barrio, etc.)					
VI.	Kind of contract being applied for					
VII.	Name of technical personnel responsible for operations (attach curriculum vitae)					
VIII. Tabulated summary of annual work commitments, costs, and manpower (provide detailed discussion on a separate sheet, as applicable):						
No.	**PARTICULARS**	**Year 1 (YYYY)**	**Year 2 (YYYY)**	**Year 3 (YYYY)**	**Year 4 (YYYY)**	**Year 5 (YYYY)**
A. Production						
1.	Estimated daily capacity (in MT)					
2.	Estimated annual production (in MT)					
B. Equipment						
1.	*Equipment A* (number of units)					
2.	*Equipment B* (number of units)					
	**Add rows as necessary; identify each equipment type/model separately.*					
C. Development						
1	Drifting (m)					
2	Crosscutting (m)					
3	Raising (m)					
4	Winzing/shaft (m)					
5	Diamond drilling (m)					
6	Stripping (MT or BCM)					
7	Construction of roads, trails, and bridges (km)					
8	Construction of other infrastructure					
9	Plant/campsite preparation					
10	Installation of beneficiation plant					

11	Others (specify)					
D. Supplemental Exploration						
1	Exploration/drilling (m)					
E. Costs and Programs						
1	Capital expenditure (million PHP)					
2	Operating cost (million PHP)					
3	Geotechnical and Ground Control Program cost (million PHP)					
4	Supplemental Exploration Program cost (million PHP)					
5	Health and Safety Program cost (million PHP)					
6	Social Development Program cost (million PHP)					
7	Environmental Protection Program cost (million PHP)					
8	Emergency Preparedness and Resiliency Program cost (million PHP)					
9	Progressive Rehabilitation and Mine Decommissioning Program cost (million PHP)					
F. Manpower						
1	Number of personnel to be employed (attach manpower details)					
IX. Detailed Discussion						
1	Mine Development Plan					
2	Production Plan and Work Commitment					
3	Equipment, Manpower, and Infrastructure Plan					
4	Geotechnical and Ground Control Program					
5	Supplemental Exploration Program					
6	Health and Safety Program					
7	Social Development Program					
8	Environmental Protection Program					
9	Emergency Preparedness and Resiliency Program					

10	**Progressive Rehabilitation and Mine Decommissioning Program**	
X. Maps		
1	**Topographic and geologic map indicating block/claim under consideration of scale not more than 1:10,000 showing location of previous, existing and proposed exploration, development/production or exploration work within the block/claim, such as open pit, tunnels, drill holes, trenches, test pits, dog holes, trails, roads and other works cited under Item VIII.**	
2	**The map must bear the seal, signature, Registration No., PTR No., etc., of the licensed mining engineer or geologist who prepared the work program.**	
XI. Safety Engineer / Inspector		
1	**Name/s of the Safety Engineer/Safety Inspector who shall be accredited by the DOE and shall oversee the HSE program (List of requirements for DOE accreditation is available at the CNMRDD).** **Prepared by:** **Licensed Mining Engineer** **Registration No.: _____** **PTR No.:** **_____** **Date Issued: _____** **Place Issued: _____**	

FORM 6: SAMPLE PARENT COMPANY GUARANTEE

[PARENT COMPANY LETTERHEAD]

Date: [Insert Date]

THE SECRETARY
Department of Energy
Energy Center, Rizal Drive corner 34th Street,
Bonifacio Global City, Taguig City, Philippines

SUBJECT : PARENT COMPANY GUARANTEE AND FINANCIAL SUPPORT COMMITMENT FOR [Insert Name of Subsidiary/Contractor Applicant] REGARDING THE DEVELOPMENT AND PRODUCTION – COAL OPERATING CONTRACT FOR [*Insert Pre-Determined Area Name*]

Dear Sir/Madam:

We, [Insert Full Legal Name of Parent Company], a corporation duly organized and existing under the laws of [Insert Country of Incorporation], with registered office at [Insert Registered Address] (hereinafter referred to as the "Guarantor"), being the ultimate parent company of [Insert Name of Subsidiary/Contractor Applicant] (hereinafter referred to as the "Contractor"), refer to the application submitted by the Contractor to the Department of Energy (DOE) for the award of a Development and Production - Coal Operating Contract (DP-COC) over [Insert Block/Area Description, e.g., Pre-Determined Area / Coal Blocks].

In consideration of the DOE evaluating and/or awarding the DP-COC to the Contractor, the Guarantor hereby irrevocably, unconditionally, and solidarily [or jointly and severally] covenants and guarantees as follows:

Financial and Technical Support: We explicitly undertake and guarantee that we will provide all necessary financial, managerial, and technical resources to enable the Contractor to fully and faithfully perform and complete all work obligations, development and production plans and budgets, and environmental/social commitments set forth under the DP-COC and the approved Work Program and Budget.

Primary and Irrevocable Obligation: This guarantee is primary, absolute, and unconditional. In the event that the Contractor fails, neglects, or refuses to meet any of its financial commitments, capital requirements, or operational obligations under the COC, the Guarantor shall, upon first written demand by the DOE, immediately advance or provide the required funds and ensure performance without needing the DOE to first proceed against the Contractor.

Duration of Guarantee: This Parent Company Guarantee shall remain in full force and effect from the date of execution and throughout the entire duration of the DP-COC, or until such time as all contractual obligations for the applicable phase(s) have been fully discharged to the satisfaction of the DOE.

Governing Law: This Guarantee shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

IN WITNESS WHEREOF, the Guarantor has caused this Letter of Guarantee to be executed by its duly authorized representative(s) this _____ day of _____, 20___ at _____.

[NAME OF PARENT COMPANY]

By:

_____

[Name of Authorized Signatory]

[Designation, e.g., President / Chief Executive Officer]

Republic of the Philippines)

City/Municipality of _____)

ACKNOWLEDGMENT

Before me, a Notary Public for and in the jurisdiction aforesaid, personally appeared [Name of Signatory], exhibiting to me his/her [ID Type and Number], known to me to be the same person who executed the foregoing instrument, and acknowledged to me that the same is his/her free and voluntary act and deed and that of the corporation represented.

Witness my hand and seal this _____ day of _____, 20.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. ____;
Series of 2026.

FINANCIAL PROPOSAL FORM

I, (Full Name of Authorized Representative), of legal age, (Civil Status), (Nationality), with address at (Postal Address), having been duly authorized to represent ***[Name of applicant company / entity]*** in the Bid Process for (Indicate PDA applied for) hereby tenders the following Financial Offer:

	Item	Offer
1	Rated Financial Offer — offered percentage of the proceeds in %	Indicate amount in words and figures
1.1	Government Share of net proceeds • Expressed in percentage • Should not be lower than 30% of the net proceeds	_____ Percent (____%)
1.2	Net present value (NPV) of project-level economic analysis • Expressed in Philippine Pesos (PhP) • Should not be lower than thirty percent (30%) nor more than sixty percent (60%)	
2	Domestic Supply Commitment — committed domestic volume in % total production from the Economic Evaluation	_____ Percent (_____%) of total coal production
2.1	Portion of production to be committed to be sold or supplied to domestic off-takers • Expressed in percentage • Should not be lower than thirty-five percent (35%) and up to one hundred (100%) of total coal production •	_____ Percent (_____%) of total coal production
3	Signature Bonus — amount offered, in PhP	Indicate amount in words and figures

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____,20___ at _____, Philippines.

_____

Affiant

[Affiant's Signature over Printed Name]

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20___ at _____, Philippines, affiant exhibiting to me his competent evidence of identity _____ bearing ID Number _____ issued on _____ at _____.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20____.

FORM 8-1: SAMPLE SECRETARY'S CERTIFICATE

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

SECRETARY'S CERTIFICATE

I, _____, of legal age, Filipino, and with business address at _____, after having duly sworn to in accordance with law, do hereby certify:

1. That I am the **Corporate Secretary** of _____ (the "Corporation"), a corporation duly organized and existing under Philippine laws with principal office address at the _____, and that as such, I have custody of the corporate records of said Corporation;

2. That at the Special Meeting of the Board of Directors of the Corporation held on _____, _____, at which a quorum was present and acted throughout, the following resolutions were duly approved;

   "RESOLVED AS IT IS HEREBY RESOLVED, that the Corporation is authorized to
   _____
   _____
   _____
   _____

   "**RESOLVED FURTHER**, that _____ is hereby authorized to apply, negotiate, sign any and all documents, execute the required undertaking/s and the DP COC, represent the Corporation in all matters relating to the application, and do all things necessary to carry out the above-stated resolution;

   "RESOLVED, FINALLY, that the Corporation hereby ratifies and confirms all that the above-named person, or his authorized representatives have lawfully done by virtue hereof"

3. That the authority of _____ has not been revoked and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my hand this _____ at _____.

Corporate Secretary

SUBSRIBED AND SWORN TO before me this _____ at _____, affiant exhibiting to me his competent proof of identification, _____.

Doc. No. _____
Page No._____
Book No._____
Series of 2026.

BOARD RESOLUTION No._____, Series of 20_

We, the undersigned Directors, present during the special meeting of the Board of_____ on _____ at _____ do hereby certify that:

At the meeting held on _____, the Board of Directors, with a legal quorum being present and voting, by a majority vote, approved the _____:

.

"RESOLVED AS IT IS HEREBY RESOLVED, that the Corporation is authorized
to_____
_____
_____
_____

"**RESOLVED FURTHER**, that
_____
_____
_____;

"RESOLVED, FINALLY, that duly representatives, be, and are hereby authorized
to perform such acts as may be necessary or required to implement the foregoing."

CERTIFICATION

I, _____, the duly elected Corporate Secretary of _____ do hereby certify that the Board of Directors in a meeting held on _____ approved the foregoing resolution.

Corporate Secretary

(signatures of Board of Directors)

IN WITNESS WHEREOF, I, _____, in my capacity as Chairman of the Board, signed these presents this _____ at _____.

Chairman of the Board

SUBSRIBED AND SWORN TO before me this _____ at _____, affiant exhibiting to me his competent proof of identification, _____.

Doc. No. _____
Page No._____
Book No._____
Series of 2026.

FORM 9: AFFIDAVIT OF ACCEPTANCE OF BIDDER'S RESPONSIBILITIES

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT OF ACCEPTANCE OF BIDDER'S RESPONSIBILITIES

I, ***[Insert full name of affiant]***, of legal age, with address at ***[Insert complete address]***, after having been duly sworn in accordance with law, hereby depose and state:

1. I am the ***[Indicate position in the applicant company]*** of ***[Name of applicant company / entity]*** with principal office address at ***[Indicate principal place of office of the applicant company]***.

2. I am duly authorized to execute, sign, and file this *Sworn Undertaking* for and on behalf of ***[Name of applicant company / entity]*** pursuant to the Board Resolution No. _____ dated _____.

3. Notwithstanding any information provided in the Instructions to Bidders (ITB), data sets and packages, and any additional communication, notice, or bid bulletin from the DOE or the REC-JAO, ***[Name of applicant company / entity]*** confirms, accepts, and attests that:

    3.1 The PDA is offered *"as is, where is."* It will accept the award of contract for the PDA in the physical, geographic, surface, environmental, accessibility, boundary, or ground condition of the coal blocks at the time of such award.

    3.2 It is fully acquainted with the requirements, terms, and conditions of the Bid Round;

    3.3 It has examined all its Bidding Documents and verify the correctness, accuracy, completeness, and reliability of the information contained in these documents;

    3.4 Before submitting its bid, it has familiarized itself and has become aware and knowledgeable with all the applicable laws and administrative issuances and regulations of the Philippines, whether

national or local, that may affect the Bid Round and the PDA being applied for; and

3.5 It has determined and satisfied itself, at its own cost and risk, and by such means as it considers necessary and desirable, as to all matters pertaining to the execution of the DP COC for the PDA applied for, including but not limited to the location and nature of the PDA; the terrain, geological, meteorological, and hydrological conditions; existing works and plans for future works in the area; existing and planned above ground and sub-level utilities; easements; existing or threatened legal disputes or issues; environmental and social concerns and issues; the requirement and availability of labor, materials, equipment, aggregate sources, water, power, roads, communications and other relevant factors; resource requirements; traffic and ridership projections; the financial viability of the PDA; and risks and contingencies that may affect the cost, duration, execution and completion of the DP COC.

3.6 It is fully aware that for purposes of bid evaluation, Bidders shall be evaluated based on, and are assumed to know only, such information related to the DP COC and PDA to the extent provided by the DOE prior to the Bid Submission Date.

3.7 It shall not be entitled to and shall not make any claim against the DOE or any other associated party, whether based on contract, quasi-delict or delict, for damages, extensions of time or payments on the grounds of any misunderstanding or misapprehension in respect of the Bid Round and the Bidding Documents; or that incorrect or insufficient information relating to the Bid Round or Bidding Documents was given to them by the DOE or any other associated party.

3.8 By submitting its Bidding Documents, it has examined and accepted all the terms and conditions provided in the ITB and Joint Administrative Order No. 2026-01 (National Interest Evaluation Framework).

3.9 It shall bear all costs, liabilities, losses and damages associated with or resulting from their participation in the Bid Round and shall not hold the DOE shall responsible or liable in any way for any such costs, losses or damages that it may incur, whether directly or indirectly, or by its advisors, Affiliates or third persons, regardless of the results of the Bid Round.

3.10 By participating in the Bid Round, ***[Name of applicant company / entity]***, including its affiliates, subsidiaries or related companies and individuals, waive any right they may have to seek and obtain a writ of injunction or prohibition or restraining order against the DOE, or the REC-JAO, to prevent or restrain the holding of a bidding or any proceedings related thereto, the negotiation, award and execution of the contract to the Winning Bidder, and the carrying out of the awarded DP COC.

3.11 It is not "blacklisted" or barred from bidding by the Government or any of its agencies, offices, corporations, or LGUs, including foreign government, or foreign/ international financing institutions, by itself or by reason of its relation, membership, association, affiliation, or controlling interest with another blacklisted person or entities.

3.12 By voluntarily participating in the Bid Round, it accepts all the terms, conditions, rules and guidelines set forth in this ITB and the National Interest Evaluation Framework.

3.13 It undertakes to comply with the prescribed bidding rules and criteria, accept the final outcomes, and ensure the full implementation of the resulting contract.

3.14 It unconditionally waives, releases, and discharges the DOE Secretary, the REC-JAO and all other officials and employees of the DOE, in their personal or official capacities, from any and all liabilities, claims, demands, or causes of action arising from, related to, or in connection with the evaluation, disqualification, cancellation, or award.

4. I execute this *Sworn Affidavit* to certify and attest to the truth, accuracy, and completeness of the foregoing representations, certifications, and undertakings, and for all legal intents and purposes that this instrument may serve.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____,20___ at _____, Philippines.

Duly authorized to sign for and behalf of:

_____

[Name of Company/Entity]

_____

Affiant

[Affiant's Signature over Printed Name]

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20___ at _____, Philippines, affiant exhibiting to me his competent evidence of identity _____ bearing ID Number _____ issued on _____ at _____.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20____.