



**BID BULLETIN NO. 5  
FOR THE SECOND GREEN ENERGY AUCTION ROUND**

A. The Terms of Reference (TOR) of the GEA-2 are hereby modified, as follows:

**1. GENERAL SUPPLY DESCRIPTION**

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1.2. Supply Delivery Period

The Supply Delivery Period shall be twenty (20) years reckoned from the Delivery Commencement Date applicable to a Winning Bidder, without regard to the date of execution of the RE **Payment** Agreement (REPA). xxx

1.3. Delivery Commencement Date

**1.3.1.** The Delivery Commencement Date (**DCD**) shall be any date **specifying the year, month, and day during a particular Delivery Commencement Year (DCY), i.e., 2024, 2025, or 2026.**

**1.3.2.** **The following are the effects of the Commercial Operation Date (COD) not coinciding with the DCD:**

Scenarios	Implications
COD falls on a date earlier than the DCD and DCY	<ul style="list-style-type: none"><li>The Winning Bidder is to be paid for the actual energy generated and delivered in accordance with the WESM Rules.</li><li>The Winning Bidder is eligible to be paid based on its GET on or before the DCD but within the DCY; the Supply Delivery Period shall be reckoned from the date specified in the notice of GET availment given by the Winning Bidder, subject to validation that the Winning Bidder has no legal impediment to deliver the offered capacity from the date of GET availment.</li></ul>
COD falls on a date earlier than the DCD but within the DCY	<ul style="list-style-type: none"><li>The Winning Bidder is to be paid for the actual energy generated and delivered in accordance with the WESM Rules.</li></ul>

	<ul style="list-style-type: none"> <li>The Winning Bidder is eligible to be paid based on its GET for the capacity delivered from the COD; the Supply Delivery Period shall be reckoned from the COD.</li> </ul>
COD is after the DCD and the delay is 1 year or less reckoned from the DCD	<ul style="list-style-type: none"> <li>The Winning Bidder is eligible to be paid based on its GET for the capacity delivered from the COD onward. However, the Winning Bidder's Performance Bond shall be partially drawn in accordance with Clause B.2.11.2. of Annex B of the TOR; the Supply Delivery Period shall be reckoned from the COD.</li> </ul>
COD is after the DCD and the delay is more than 1 year reckoned from the DCD	<ul style="list-style-type: none"> <li>The Winning Bidder shall not be eligible to be paid based on its GET and its Performance Bond shall be drawn in full; the Notice of Award, COE-GET, and other documents issued in favor of the Winning Bidder shall, after due notice, be deemed revoked pursuant to Clause B.2.11.3. of Annex B of the TOR.</li> </ul>

## 5. AUCTION PROPER

### 5.1. Proof of Posting of Bid Bond and Pre-Auction Proper Requirements

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5.1.3. A parent company, partner, affiliate, subsidiary **or any other third party** may be allowed to secure the Bid Bond "For the Account" of the Qualified Bidder.

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### 5.2. Schedule of Activities

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5.2.3. Qualified Bidders may log in **twenty-four (24) hours** before the start of the bidding process but may view only the landing page which contains the installation targets and other relevant information regarding the auction. xxx.

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### 5.3. Auction Platform and Procedures

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**5.3.12. is hereby deleted.**

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**12. ASSIGNMENT OF CERTIFICATE OF AWARD AND/OR COE-GET**

**12.1. Any assignment by the Winning Bidder of its Certificate of Award (COA) and/or COE-GET, whether made prior to or after the DCD, shall be allowed only upon prior approval by the DOE of the assignment of the RE Contract covering the RE Facility with the Winning Bid.**

**12.2. After approval of the RE Contract assignment, the Winning Bidder shall nominate the Assignee to the GEAC. Depending on the time when the nomination from the Winning Bidder is received, the GEAC shall either:**

- a) **Issue the COA in the name of the Assignee;**
- b) **Amend the COA to substitute the Assignee as the Winning Bidder;**
- c) **Issue the COE-GET in the name of the Assignee; or**
- d) **Amend the COE-GET to substitute the Assignee as the Winning Bidder.**

B. Annex B of the TOR of the GEA-2 is hereby modified as follows:

**B.1. BID BOND**

**B.1.1. The Qualified Bidders participating in the GEA shall post a Bid Bond in the form of Cash, Manager's Checks, Surety Bond, or Irrevocable Letters of Credit with drawing certificate or bank guarantees (as attached herein) as follows:**

- a) **Manager's Checks should be made payable to the Department of Energy;**
- b) **For bank draft/guarantee, the Bidder may use the standard format of the issuing Bank, provided that the "Green Energy Auction" and Project Name are indicated therein;**
- c) **Irrevocable Letter of Credit may be secured through a local or international commercial bank with branches in the Philippines;**
- d) **Surety Bonds should be issued by a surety or insurance company duly accredited by the Insurance Commission (IC). The Qualified Bidder shall submit the insurance company's Certificate of Authority issued by IC along with the Surety Bond;**

- e) Surety Bonds with conditions/phrases limiting the liability to: “the difference in the bid price of the Winning Bidder and that of the next lowest complying bidder, or that the amount of liability of the surety under this bond is limited to the actual loss or damage sustained and duly proven by the Obligee,” or to any amount lower than the required Bid Bond computed under Annex B of the TOR shall not be accepted;
- f) For the avoidance of doubt, the Qualified Bidder shall post a Bid Bond on a per RE Facility/project/phase basis.

B.1.2. A parent company, partner, affiliate, subsidiary **or any other third party** may be allowed to secure the Bid Bond “For the Account” of the Qualified Bidder.

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B.1.5. The Bid Bond shall be drawn in any of the following circumstances:

- a) If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Form; or
- b) If the Bidder, having been notified of the acceptance of its Bid by the GEAC during the period of bid validity:
  - i) Fails or refuses to sign the Affidavit of Undertaking as specified in Section 9.8 of the GEAP Guidelines and Annex D of the TOR;
  - ii) Fails or refuses to submit the Performance Bond **within the prescribed timeline**; or
  - iii) **Fails to secure an RE Contract if the Winning Bidder is a non-holder of the RE Contract prior to GEA-2 registration.**

B.1.6. In exceptional circumstances, the GEAC may request that the Qualified Bidders extend the period of Bid Bond validity for a specified additional period. The request and the Qualified Bidders’ responses shall be made in writing or **by email**.

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B.1.9. Bid Bonds of the Winning Bidder, **in Cash or Manager’s Check**, shall be returned **only after the Bidder has furnished the Performance Bond as specified, but in no case later than the expiration of the Bid Bond validity period indicated.**

**B.1.10. Upon request of a losing bidder, the Bid Bond, in Cash or Manager’s Check, may be returned immediately after the declaration of the Winning Bidders. However, such losing bidder is deemed to have waived its right to be considered, should it be**

next in line in the ranking of bids after a Winning Bidder is disqualified in accordance with Clause 9.5 of the TOR.

**B.1.11. Any bid not accompanied by an acceptable Bid Bond shall be automatically disqualified.**

**B.1.12. Bid Bond Calculation**

a) **The Bid Bond shall be at the rate of PhP1,000,000.00 per MW. If the offered capacity is one (1) MW and below, the Bid Bond shall be fixed at PhP1,000,000.00.**

b) **For Roof-Mounted Solar, the Bid Bond shall be pro-rated at the rate of PhP1,000,000.00 per MW.**

**B.2. PERFORMANCE BOND**

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B.2.1. The Winning Bidder shall post a Performance Bond **in any of the forms enumerated below:**

a) **Cash or Manager's Checks issued by a local or international commercial bank with branches in the Philippines;**

b) **Irrevocable Letter of Credit issued by a local or international commercial bank with branches in the Philippines; or**

c) **Surety Bonds should be issued by a surety or insurance company duly accredited by the IC. The Qualified Bidder shall submit the insurance company's Certificate of Authority issued by the IC along with the Surety Bond.**

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**B.2.11. The Performance Bond, or any portion thereof, shall be drawn in any of the following circumstances:**

a) **If the capacity of the RE Facility indicated in the COE-GET issued in relation to GEA-2 is less than 90% of the Offered Capacity submitted by the Winning Bidder, the Performance Bond shall be drawn in part corresponding to the difference between the Offered Capacity and the capacity indicated in the COE-GET;**

b) **Failure to deliver on the DCD and which is due to the fault of the Winning Bidder, one-tenth (1/10) of one (1) percent of the Performance Bond shall be drawn for every day of delay as penalty: Provided, that the maximum period of delay shall be three hundred sixty-five (365) days from the DCD; or**

- c) **If the delay exceeds 365 days, the Performance Bond shall be drawn in full, the Notice of Award, COE-GET, and other documents issued in favor of the Winning Bidder shall, upon due notice, be deemed revoked, and the Winning Bidder shall not be entitled to the GET for the Offered Capacity and shall not be entitled to enter into a REPA; Provided, that the vacated capacity shall be included in the installation target for the succeeding auction round, if any, and shall not be filled up with the capacity offer of the next-in-line Bidder/s in the ranking of bids.**

**B.2.12. Performance Bond Calculation**

- a) For Cash or Manager's Check, the total amount of the Performance Bond shall cover twenty percent (20%) of the project cost per MW multiplied by the offered capacity in MW, but **in no case shall the Performance Bond be** less than PhP5,000,000.00 for a bid of less than 1MW.
- b) For Surety Bond or Irrevocable Letter of Credit, the total amount of the Performance Bond shall cover thirty percent (30%) of the project cost per MW multiplied by the offered capacity in MW, but **in no case shall the Performance Bond be** less than PhP5,000,000.00 for a bid of less than 1MW.
- c) **For Roof-Mounted Solar, the Performance Bond shall be at the rate of PhP1,000,000.00 per MW, regardless of whether the same is made through Cash, Manager's Check, Surety Bond or Irrevocable Letter of Credit.**
- d) **The Project Cost to be used in the computation of the Performance Bond shall be as follows:**

RE Resource	Project Cost per MW <sup>1</sup> (PHP)
Roof-mounted Solar	48,727,311.33
Ground-mounted Solar	49,473,854.00
Floating Solar	56,196,155.60
Onshore Wind	81,662,013.85
Biomass	107,685,637.36
WTE	175,208,588.88

C. Annex D of the TOR of the GEA-2 is hereby modified as follows:

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**Clause D.3. is hereby deleted.**

<sup>1</sup> Based on ERC Resolution No. 06, Series of 2023 "A Resolution Adopting the Green Energy Auction Reserve (GEAR) Prices for the Second Round of Auction"; 1 USD = 55.5886 PhP.

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This Bid Bulletin forms part of the GEA-2's Terms of Reference (TOR). All other terms and conditions in the TOR that are not contrary to or are not otherwise amended or modified by this Bid Bulletin, shall remain valid and effective.

Issued on   22   June 2023.

Approved for issuance and posting:



**FELIX WILLIAM B. FUENTEBELLA**

*Undersecretary*

*Chairperson, GEA-BEAC*

## B2.1. Irrevocable Standby Letter of Credit

(Date)

[Beneficiary]  
[Address of Beneficiary]

Upon the request of [Applicant], we hereby issue this Irrevocable Standby Letter of Credit ("Letter of Credit") in your favor, with the details set forth below:

IRREVOCABLE STANDBY LETTER OF CREDIT NO. <>

Applicant : <>  
Beneficiary : <>  
Stated Amount : <>  
Expiry Date : <>  
Available at : [Issuer and Address of Issuer]  
By Draft on : [Issuer] (the "Issuer")  
Payable at : Sight  
Reference : Drawn under Irrevocable Standby Letter of Credit No. <>  
Issued in connection with : Department Circular No. DC 2021-11-0036 (the "GEAP Guidelines")  
Purpose of the Letter of Credit : <>

A drawing under this Letter of Credit is to be made by delivering to the Issuer at [insert address] (Attention: \_\_\_\_\_), not later than 5:00 pm on the Expiry Date specified above, a Drawing Certificate purportedly signed by a duly authorized representative of the Beneficiary, substantially in the form hereto attached as Annex "A" ("Drawing Certificate"). If the Expiry Date falls on a non-Banking Day, presentation to the Issuer can be made on the Banking Day immediately succeeding the Expiry Date.

If a Drawing Certificate is presented by the Beneficiary before 10:00 a.m. (local time) in accordance with the terms of this Letter of Credit, payment shall be made to the Beneficiary, without proof or condition, of the amount specified therein in immediately available funds, in accordance with the Beneficiary's payment instructions and without any restrictions, conditions, inquiry or right of objection whatsoever on the Issuer's part, without the Beneficiary having to further substantiate such demand, by 4:00 p.m. (local time) on the same Banking Day. If a Drawing Certificate is presented by the Beneficiary after 10:00 a.m. (local time), payment shall be made to the Beneficiary by 10:00 a.m. (local time) the following Banking Day. As used herein, "Banking Day" shall mean any day on which banks are open for business in the Philippines.

The Drawing Certificate shall attest to the fact that the Applicant has failed to perform its obligations to the Beneficiary under the GEAP Guidelines. The Beneficiary's certification in the Drawing Certificate shall be final and conclusive.

Payment of the amount demanded shall be made to the Beneficiary in immediately available funds by wire transferring the said amount to the address and account designated by the Beneficiary in the Drawing Certificate.

The Beneficiary may make multiple and partial drawings hereunder. Each drawing hereunder shall reduce the amount available for drawing under this Letter of Credit.

This Letter of Credit shall expire at 5:00 p.m. (local time) on the stated Expiry Date (or in the case of a renewed letter of credit, each subsequent twelve (12) month period at 5:00 p.m. (local time)); provided, that this Letter of Credit shall be renewed by the Applicant for a period of one (1) year from the then-effective Expiry Date, at least thirty (30) days prior to the then-effective Expiry Date.

All communications to the Issuer in respect of this Letter of Credit, shall be in writing (by tested telex or authenticated SWIFT transmission) and addressed to the Issuer, care of *<insert contact details of Issuer>* and shall make specific reference to this Letter of Credit by number.

This Letter of Credit sets forth in full the Issuer's undertaking and such undertaking shall not in any way be amended or modified by any other document, instrument, or agreement.

This Letter of Credit will take effect and become operative on <>.

This Letter of Credit is irrevocable and constitutes an obligation of the Issuer to make payments against documents. This Letter of Credit is subject to the International Standby Practices (ISP 98) and shall, as to matters not governed by ISP 98, be governed by, and construed in accordance with, the laws of the Philippines.

SIGNED for and on behalf of <>.

\_\_\_\_\_

\_\_\_\_\_

**B2.2. Form of Drawing Certificate**

[BENEFICIARY'S LETTERHEAD]  
DRAWING CERTIFICATE

<Date>  
[Bank Address]

Attention: \_\_\_\_\_

Gentlemen:

The undersigned is the <Insert Position of the Duly Authorized Representative of \_\_\_\_\_> of \_\_\_\_\_ (the "Beneficiary"). The Beneficiary is making demand for payment under Standby Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ in favor of the Beneficiary (the "Letter of Credit").

The undersigned hereby certifies that an event of default has occurred under the GEAP Guidelines dated November 3, 2021, as a result of which, the Beneficiary is entitled to make the drawing referred to in this Drawing Certificate.

Please direct payment by [wire transfer] of the amount of P\_\_\_\_\_ to the account of the Beneficiary as follows:

<Beneficiary's Account Details>

Unless otherwise defined herein, defined terms shall have the respective meanings assigned to such terms in the Letter of Credit.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Drawing Certificate on \_\_\_\_\_.

By: \_\_\_\_\_  
Name:  
Title: