



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

BID BULLETIN NO. 1
FOR THE FIRST GREEN ENERGY AUCTION ROUND

1. AFFIDAVIT OF UNDERTAKING

- 1.1. The Affidavit of Undertaking (AOU)¹ referred to in Clause 9.1 of the Terms of Reference (TOR) of the First Green Energy Auction Round (GEA-1) shall be submitted by the Winning Bidders within thirty-five (35) calendar days from the posting of the Notice of Award on the Department's website.
- 1.2. Qualified Bidders are no longer required to submit an advance copy of the said AOU prior to the Auction Proper.

2. BID BOND

- 2.1. The Bid Bond shall immediately be evaluated after the close of the submission of bids. Any Capacity Offer that is covered by an insufficient Bid Bond shall be disqualified and will not be considered in the ranking of offers.
- 2.2. The Bid Bond shall be valid for ninety (90) calendar days reckoned from the date of the Auction Proper. Bonds issued by foreign banks shall not be accepted.
- 2.3. A parent company, partner, affiliate, or subsidiary may be allowed to secure the Bid Bond "For the Account" of the Qualified Bidder.
- 2.4. Any acceptable form of Bid Bond may be provided. The Standby Letter of Credit in the TOR is a mere sample and contains a standard provision. Any statements particularly on the timeline which is not applicable may be modified.
- 2.5. Proof of posting of the Bid Bond in pdf file shall be submitted through email at gea1.2022@doe.gov.ph not later than 12:00 NN of the last working day prior to the date of the Auction Proper. The original copy of the Bid Bond shall be submitted physically within three (3) calendar days from the date of the Auction Proper and addressed to:

Undersecretary Felix William B. Fuentebella
Chairperson
Green Energy Auction – Bids Evaluation & Awards Committee
Department of Energy
4th Floor, Bldg. 5, Energy Center
Rizal Drive cor. 34th Street, Bonifacio Global City, Taguig City
Telephone: (632) 479-2900

¹ Annex D5 of the GEA-1 TOR.

3. CONTENTS OF ELECTRONIC BID

The electronic bid shall contain the following:

3.1. Price Offer in PHP/kWh

- 3.1.1. Any offer higher than the GEAR price shall not be accepted and will be automatically discarded.
- 3.1.2. As a clarification, the phrase “pay as bid” means that the Winning Bidder shall be paid based on the Green Energy Tariff (GET), which is equivalent to the Winning Bidder’s Price Offer as indicated in its bid, multiplied by the actual energy generated for the particular billing period.

3.2. Capacity Offer in MW

- 3.2.1. A Capacity Offer exceeding the registered capacity of the project under the RE Contract shall not be accepted. A Bidder may submit a Capacity Offer lower than the registered capacity under the RE Contract but the said capacity shall be dedicated solely for GEAP. Any Capacity Offer shall constitute the entire capacity of the RE Plant having dedicated metering facility and corresponding revenue meter.
- 3.2.2. In the case of one RE Contract with two projects (by phase), a Qualified Bidder may be allowed to submit its Capacity Offer and Price Offer per project provided that each project has separate revenue metering facility and is deemed RPS-eligible. However, for this GEA-1, only one bid per RE Contract shall be accepted.
- 3.2.3. For operating RPS-eligible facility and already registered in the WESM as generating unit, the Qualified Bidder shall offer the maximum capacity (i.e. Pmax) of the plant/facility.
- 3.2.4. For legacy projects (commercially operating prior to RE Act) but has expanded or upgraded its capacity, only the incremental capacity will be recognized and shall have separate metering facility and is RPS-eligible.
- 3.2.5. The Capacity Offer should be the Pmax and not the average capacity per year. It is the Net Export and not the gross capacity of the plant.



3.3. Delivery Date (or Committed Date)

3.3.1. The Delivery Date or the Committed Date (Clause 7 of the Affidavit of Undertaking) is the date when the Winning Bidder shall start delivering the committed capacity, which shall be on any day starting on 26 December 2022 up to 25 December 2025 (Delivery Commencement Period). Consequently, the earliest effective date when the Winning Bidder shall be entitled to payment in the Renewable Energy Payment Agreements (REPA) entered into under the Green Energy Auction Program shall be on 26 December 2022.

3.3.2. Clause 1.3 of the TOR is hereby amended as follows:

“1.3 Delivery Commencement Period

The Delivery Commencement Period shall be any date between 26 December 2022 and 25 December 2025.”

3.3.3. The following table illustrates the effects of the project’s COD falling on certain points in time:

COD falls on a date earlier than the Delivery Commencement Period (DCP)	<ul style="list-style-type: none"> • Winning Bidder to be paid for the actual energy generated and delivered in accordance with the WESM Rules • Winning Bidder to be paid its GET starting 26 December 2022
COD falls on a date before the Delivery (committed) Date but within the DCP	<ul style="list-style-type: none"> • Winning Bidder to be paid for the capacity it delivered in accordance with its GET • Effective date of the REPA to be adjusted
COD falls on a date after the Delivery (committed) Date but within the DCP	<ul style="list-style-type: none"> • Winning Bidder to be paid for the capacity it delivered in accordance with its GET • Effective date of the REPA to be adjusted • Winning Bidder’s Performance Bond shall be drawn in full
COD falls on a date after the DCP	<p>The Certificate of Award shall be revoked</p> <ul style="list-style-type: none"> • Winning Bidder’s performance bond shall be called in full. • COE-GET will not be issued.



4. GEA-1 BID FORM (Annex D4)

The content of the Bid Form shall be revised as follows:

1	Bidder's Name	
	Name and Email address of Authorized Representative	
2	Name of RE Facility	
3	Capacity Offer	_____ MW
4	RE Technology Type	_____
5	Committed Date	_____
6	Grid	_____
7	Price Offer	PHP/kWh _____

5. PERFORMANCE BOND

- 5.1. The Performance Bond shall be posted within sixty (60) days from the date of posting of the Notice of Award. It shall be valid until at least sixty (60) days after the Committed Date of the RE Plant. For RE Plant that has already achieved COD, Performance Bond is required to guarantee delivery of obligations under the GEAP and shall be valid until at least sixty (60) days after the Committed Date).
- 5.2. Any acceptable forms of Performance Bond may be posted. A parent company, partner, affiliate, or subsidiary may be allowed to secure the Performance Bond "For the Account" of the Winning Bidder.
- 5.3. Any acceptable form of Performance Bond may be provided. The Standby Letter of Credit in the TOR is a mere sample and contains a standard provision. Any statements particularly on the timeline which is not applicable may be modified.



5.4. Clause 2.2.1 of Annex B2 of the TOR shall be modified as follows:

“2.2.1. In case the capacity of the RE Facility is less than the Offered Capacity in the bid of the Winning Bidder, the Performance Bond shall be drawn in proportion to the amount of capacity that was not delivered; Provided, the reduction exceeds 10% percent of the Offered Capacity.”

5.5. If the actual capacity delivered exceeds five percent (5%) of the Offered Capacity, the Winning Bidder shall, within thirty (30) calendar days from notice, rectify the capacity of its RE Facility/Plant. Otherwise, the Winning Bidder shall not receive a COE-GET for its RE Facility/Plant from the Department and the Performance Bond shall be called in full.

5.6. The relevant provisions of Annex B.2 of the TOR are amended as follows:

5.6.1. Clause 2.1 to read:

“2.1 Bond drawn in full. The Performance Bond shall be drawn in full if Winning Bidder fails to comply with any of its undertakings as declared in its Affidavits of Undertaking² unless the same is excusable due to force majeure.”

5.6.2. Clauses 2.1.2 and 2.2.2 are deleted.

5.7. The Project Cost to be used in the computation of the Performance Bond shall be as follows:

RE RESOURCE TYPE	PROJECT COST (PHP) PER MW
Biomass	144,352,863.50
Solar	49,389,166.75
Run of River Hydro	183,140,490.00
Wind	95,182,395.41

6. EVALUATION FOR COE-GET

6.1. The Department shall issue the technical parameters to be used during the testing and commissioning of the Winning Bidders' RE Facilities/Plants.

7. MARGINAL OFFER

7.1. Clause 7.3.2.2 of the TOR is hereby amended to read as follows:

“7.3.2.2. Marginal Offer. In case the quantity offered by a bidder becomes the marginal offer, but the offered quantity breaches the Auction Capacity

² Annexes D3 and D5 of the GEA-1 TOR.

Requirement after ranking and stacking of offers, the bidder's full offered quantity will be included as a winning bid, provided that, the excess quantity offered by the bidder shall not be more than 20% of the Auction Capacity Requirement of the RE Technology per Grid. Otherwise, the bidder may opt to:

- i. Agree to a reduced capacity without modifying its bid price; or*
- ii. Withdraw from the auction without forfeiting its Bid Bond. In case when the bidder opted to withdraw, the next bidder shall be considered subject to the same conditions in this section."*

7.2. The 20% threshold above the Capacity Offer may apply to a single responsive bid.

7.3. The option to reduce the capacity should it exceed the 20% threshold refers to reduction of both the Capacity Offer and the capacity of the RE Plant. The rule on *one meter per power plant* will apply.

8. DELIVERY PERIOD

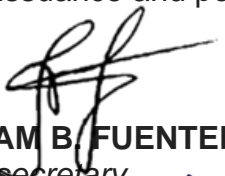
8.1. The Delivery Period which shall be the contract term of the REPA under GEAP shall be for a period of 20 years subject to validity of the RE Contract. If the RE Contract expires or terminates earlier, the REPA will likewise automatically be pre-terminated.

8.2. Once REPA is executed, the Winning Bidder will be locked in to the GEAP for the entire period.

This Bid Bulletin forms part of the TOR. All other terms and conditions in the TOR that are not contrary to or are otherwise amended or modified by this Bid Bulletin, shall remain valid and effective.

Issued on 09 June 2022.

Approved for issuance and posting:


FELIX WILLIAM B. FUENTEBELLA
Senior Undersecretary
Chairperson, GEA-BEAC