

GUARANTEE NO.: [Insert Number]

Issued this ____ **day of** _____, **20**__

(Surety Bond – Callable Upon Demand)

TO: [Insert Beneficiary Name and Details]

WHEREAS, the Department of Energy invited Qualified Suppliers to participate in Fourth Green Energy Auction (“GEA-4”) pursuant to the Notice of Auction and the Terms of Reference for the Fourth Green Energy Auction, as the same may be supplemented or modified (“TOR”).

WHEREAS, [Name of Principal] [registered as a Qualified Supplier for GEA-4] [is a Winning Bidder under GEA-4] (“Principal”).

WHEREAS, the Principal is required post a [Bid Bond Performance Bond in accordance with Section 5.1.2 and Annex B of the TOR connection with its participation in GEA-4] [Performance Bond in accordance with Section 9.1.2 and Annex B of the TOR and as a condition for the issuance of the Notice of Award].

NOW THEREFORE, we, [Name of Insurer/Surety Company], a corporation duly organized and existing under the laws of the Republic of the Philippines and duly authorized by the **Insurance Commission (IC)** to issue surety bonds and act as surety in government transactions, at the request and on behalf of the Principal, hereby undertake and guarantee the following:

1. Unconditional and Irrevocable Obligation

We unconditionally and irrevocably undertake to pay the Beneficiary, upon its first written demand, any amount or amounts up to a maximum aggregate sum of **[Amount in Words]** (₱[Amount in Figures]) (the “Guaranteed Sum”), without proof of default, justification, or reference to the GEA-4 or the TOR, and without any right of objection, set-off, counterclaim or the benefit of excussion on our part. Any sum or sums so demanded shall be paid by us unconditionally without any deductions whatsoever and notwithstanding the existence of any differences or disputes between the Beneficiary and the Principal arising under or out of or in connection with the GEA-4 or the TOR or as to any amount or amounts payable thereunder and notwithstanding that such differences or disputes have been referred to arbitration or are the subject of proceedings in Court or is in the midst of any other means of dispute resolution.

2. No Discharge by Variation or Forbearance

We shall not be discharged or released from this Guarantee by any arrangement between the Beneficiary and the Principal with or without our consent, or by any other or further arrangement between the Principal and us with or without the Beneficiary’s consent, or by any alteration in the obligations undertaken or to be undertaken by the Principal or by any forbearance on the Beneficiary’s part whether as to payment, time, performance or otherwise.

3. **Duration and Validity**

This Guarantee shall take effect on **[Start Date]** and shall remain valid and enforceable until **[Insert Date: until the end of the bid validity period or 60 days from DCD, as the case may be]**.

4. **Claim Period**

This Guarantee is subject to a claim being made in writing by the Beneficiary and received by us at **[Insurer's Address]** on or before **ninety (90) days** after the expiry date indicated above. Any claim made within such period shall be honored in full.

5. **Payment Timeline**

We shall effect payment under this Guarantee on the same day of our receipt of the written notice of claim by the Beneficiary, provided that such claim was made before 10:00 am. If the written notice of claim was received by us after 10:00 am, payment shall be made on the following business day. We will pay the amount specified in the written notice of claim in immediately available funds, in accordance with the Beneficiary's payment instructions.

We waive any right to investigate or contest the grounds for such claim and shall rely solely on the Beneficiary's written demand as conclusive evidence of the Principal's obligation.

6. **Multiple Claims**

The Beneficiary may submit one or more claims under this Guarantee, provided the total aggregate amount of all claims does not exceed the Guaranteed Sum.

7. **Governing Law and Jurisdiction**

This Guarantee shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any dispute arising from this Guarantee shall be subject to the exclusive jurisdiction of the competent courts of the Philippines.

[Signature page follows]

SIGNED for and on behalf of
[Name of Surety/Insurance Company]
(Authorized by the Insurance Commission)

By:

[Name of Signatory]
[Designation]

In the presence of:

[Name of Witness]
[Designation of Witness]

SIGNED for and on behalf of
[Name of Bidder/Winning Bidder]
(Authorized by the Insurance Commission)

By:

[Name of Signatory]
[Designation]

In the presence of:

[Name of Witness] [Designation of Witness]