



**INVITATION TO BID  
NO. NE II-A1-2023-03**

**Manpower Agency**

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**GENERAL OVERVIEW**

This tender document is developed for the Manpower Agency. It is financed by the Cash Operating Budget (COB) and was made available to Nueva Ecija II Electric Cooperative, Inc. Area-1 (NEECO II AREA-1) as per Board Resolution No. 03-23-23, Series of 2023. This consists of the following:

- the invitation to bid;
- the necessary instruction to bidders;
- the general and special conditions of contract;
- the bid forms and pro-forma contract;
- the schedules of requirements
- the Price Schedules which are to be completed by the Bidder for each of the schedules.
- the Technical Specifications

A checklist for the Bidders is attached to this General Overview as Annex A.

**ANNEX A: CHECKLIST OF ELIGIBILITY REQUIREMENTS**

**I. ELIGIBILITY REQUIREMENTS (Class "A" Documents)**

**A. LEGAL DOCUMENTS: FOLDER 1 (ENVELOPE 1)**

- 1) DTI Business Name Registration/SEC Registration Certificate, whichever is appropriate under laws of the Philippines
- 2) Valid and Current Mayor's Permit/Municipal License (Principal Place of Business)
- 3) Taxpayer's Identification Number
- 4) BIR Value Added Tax Registration
- 5) Statement that the Bidder is not "Blacklisted" or banned from bidding by the government or any of its agencies, offices, corporation or LGUs, and other private corporations or electric cooperatives; including non-inclusion in the Consolidated Blacklisting Report issued by the Government Procurement Policy Board (GPPB), as provided in Section 69.4 of the IRR-A No. 9184
- 6) Compliance with E.O. # 398
  - a. Proof of VAT Payments for the past 6 months
  - b. Tax Clearance from the BIR to Prove Bidder's Full and Timely Payment of Taxes to the Government
  - c. A Certification under Oath from the Bidders Responsible Officers that the Bidder is Free and Clear of All Liabilities with the Government

**B. TECHNICAL DOCUMENTS: FOLDER 2 (ENVELOPE 1)**

- 1) Statement in Matrix Form all ongoing and completed government and private contracts (service contracts, maintenance contracts, purchase orders, job orders, etc.) within the relevant period, where applicable, including contracts awarded but not yet started, if any. The Statement shall state whether each contract is:
  - a. Ongoing, Completed or Awarded but not yet started; within the relevant period, where applicable. Each Contract should include the following:
    - i. The name of the Contract;
    - ii. Date of the Contract
    - iii. Amount of the Contract and Value of Outstanding Contracts;
    - iv. Date of Delivery
    - v. End-user's Acceptance, if completed
  - b. Similar or not similar in nature and complexity to the contract to be bid. For the procurement of goods, a contract shall be considered "similar" to the contract to be bid if it involves goods or related services of the same nature and complexity as those which are the subject of the public bidding is concerned.
- 2) Certification of DOLE Compliances
- 3) License to operate

**C. FINANCIAL DOCUMENTS: FOLDER 3 (ENVELOPE 1)**

- 1) Complete set of Audited Financial Statements, stamped "received" by the BIR or its duly accredited and authorized institutions, for the immediate preceding year, showing, among others the prospective bidder's total and current assets and liabilities.

Complete set of Financial Statement includes the following:

1. Balance Sheet
  2. Income Sheet
  3. Statement of Changes in Equity
  4. Cash Flow Statement
  5. Notes to Financial Statement
  6. Statement of Management Responsibility for Financial Statement
- 2) The prospective Bidder's computation for its Net Financial Contracting Capacity (NFCC) or a commitment from a universal or commercial bank to extend to it a credit

line if awarded the contract to be bid, in an amount not lower than that set by the procuring entity, which shall be at least equal to ten percent (10%) of the Approved Budget for the Contract (ABC) to be bid.

**CLASS "B" DOCUMENTS: FOLDER 4 (ENVELOPE 1)**

- 1) Valid Joint venture Agreement, in case of joint venture. Each Member of the joint venture shall submit the required eligibility documents; and,
- 2) Letter authorizing the BAC or its duly authorized representative/s to verify any or all of the documents submitted for the eligibility check.
- 3) Notarized statement that each of the documents submitted in satisfaction of the eligibility requirements is an authentic and original copy, or a true and faithful reproduction or copy of the original, complete, and that all statements and information provided therein are true and correct.

**D. BIDDER'S CHECKLIST: FOLDER 5 (ENVELOPE 1)**

- 1) Eligibility and Source Statement for Bidder and Manufacturer
- 2) Power of Attorney
- 3) Letter of Authorization from the manufacturer to the Bidder/Trader to offer their material or equipment
- 4) Letter of Authorization from the Bidder to the Local Agent
- 5) Manufacturer and catalogue number of each offered item indicated
- 6) All additional data to be furnished by the bidder as per technical specifications
- 7) All deviations from the Specifications listed separately in the Form Deviation
- 8) All substitutions, if any, offered as an alternative Bid, clearly marked as such

**II. BID PROPOSALS (ENVELOPE 2)**

**TECHNICAL PROPOSAL (FOLDER 1)**

- 1) Bid Security as to form, amount and validity period
- 2) Authority of the Signatory
- 3) Confirming Statement of Delivery Schedule Confirming Statement on Warranty Being Offered
- 4) Details of Technical Specification

**FINANCIAL PROPOSAL (FOLDER 2)**

- 1) Bid Prices in the prescribed bid form

- All pages and all changes initialled.
- Original and a Copy of all documents.

In the absence of any of the above requirements, the bidder's offer is considered to be non-responsive with major deviation from the bidding documents.

## SECTION I. INVITATION TO BID

### TABLE OF FORMS

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## SECTION I. INVITATION TO BID



NEECO II-AREA 1's Invitation to Bid No. NE-II-A1-2023-03

The Nueva Ecija II Electric Cooperative, Inc- Area 1 (NEECO II-Area 1) invites eligible Bidders for the following procurement activities based on Approved Annual Procurement Plan for the year 2023 and Board Resolution Nos. 03-22-23, 03-23-23 and 02-03-23, Series of 2023.

LOT NO.	BIDDING TITLE	ABC (VAT INCLUSIVE)	BID DOCS FEE (Non-refundable)	ACCREDITATION FEE (Non-refundable)	VIRTUAL PRE-BID CONFERENCE	BID SUBMISSION & OPENING (TEOFILO VILLANUEVA HALL)
1	Re-bidding of Coop Vehicles  <b>Best offer of bidders for delivery schedule</b>	6,500,000.00	10,000	<b>5,000</b>	April 21, 2023 at 8:30AM	May 9, 2023 at 8:30 PM
2	Manpower Agency  <b>Start of contract: July 1, 2023</b>	2,517,829.05	5,000		April 21, 2023 at 10AM	May 9, 2023 at 10:30 AM
3	Site Development/ Backfilling of Munoz Substation Target Implementation: June 2023	1,180,000.00	5,000			
4	69 KV Transmission Line Target Implementation: August 2023	5,660,000.00	10,000		April 21, 2023 at 1PM	May 9, 2023 At 1:30PM
5	Double Circuit 13.2/7.62 KV Distribution Lines Target Implementation: August 2023	8,285,000.00	10,000			

Participating bidders must be accredited by this Cooperative. Link for accreditation is available upon request to this email: [bac\\_neeco2area1@yahoo.com.ph](mailto:bac_neeco2area1@yahoo.com.ph) Interested bidders shall also submit Letter of Intent (LOI) and pay bid docs fee for the lot they will be participating. Only bidders who paid bid docs fee and submitted LOI shall receive the link for the pre-bid conference. Bidding document is available in electronic copy and will be posted in Coop's official website: [www.neeco2area1.com](http://www.neeco2area1.com) to be downloaded by the bidders.

Further, a two percent (2%) of ABC bidder's bond is mandatory, which is to be returned immediately after the bid awarding.

NEECO II – Area 1 reserves the right to reject any or all bids, to waive any formality or technicality therein, to accept the bid that is deemed most advantageous and to annul the bidding process without incurring any liability to any bidder or party. Finally, NEECO II – Area 1 assumes no obligation to compensate any bidder or party for any loss or expense incurred in the preparation of the bid or participation in the bidding process.

For further inquiries, you may call (044)-411-1007 local 110 and/or email at [bac\\_neeco2area1@yahoo.com.ph](mailto:bac_neeco2area1@yahoo.com.ph) and look for Ms. Set Pauline Feliciano.

Ms. Marife T. Salvador  
 BAC Chairman

Engr. Nelson M. Dela Cruz  
 General Manager

**INVITATION TO BID NO. NE II-A1-2023-03  
MANPOWER AGENCY**

**SECTION II. INSTRUCTION TO BIDDERS**

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**1. SOURCE OF FUNDS**

- 1.1 The Nueva Ecija II Electric Cooperative, Inc.- Area 1 (NEECO II Area 1) funded through its General Fund, the **Manpower Agency** which are made available through Board Resolution No. 03-23-23 Series of 2023.
- 1.2 NEECO II Area 1 requires that bidders and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy;
- a. will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - b. will recognize a contractor as ineligible, for a period determined by the NEECO II Area 1, to be awarded a contract if it at any time determines that the contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract.

**2. SCOPE OF BID**

- 2.1 The Nueva Ecija II Electric Cooperative, Inc.- Area 1 (hereinafter referred to as "**the Cooperative**") wishes to receive bids for Manpower Agency hereof.
- 2.2 All Bids are to be completed and returned to **the Cooperative** in accordance with the Instructions to Bidders.

**3. ELIGIBLE BIDDERS**

- 3.1 The Invitation to Bid is open to all Manpower Agency (**duly licensed to provide manpower agency the Philippine Government and its government agencies and/or instrumentalities**) who meets both of the following requirements:
- a. a bidder (including all members of a joint venture) shall be from Republic of the Philippines; and
  - b. a bidder (including all members of a joint venture) shall not be one of the followings:
    - (i) a firm or an organization which has been engaged by the Cooperative to provide consulting services for the preparation related to procurement for or implementation of this project;
    - (ii) any associates/affiliates (inclusive of parent firms) of a firm or an organization mentioned in sub-paragraph (i) above;
    - (iii) a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

**4. QUALIFICATION OF BIDDER**

4.1 Qualification of the Bidder:

To be qualified for award of Contract, bidders shall:

- a. submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and

- b. submit documentary evidence establishing that bidder has adequate experience, financial capacity, and technical capability to undertake the Contract.
- 4.2 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements.
  - a. the bid, and in case of a successful bid, the form of Agreement, shall be signed so as to be legally binding on all partners;
  - b. one of the partners shall be authorized to be in charge; and this authorization shall evidence by submitting a power of attorney signed by legally authorized signatories of all the partners;
  - c. the partner in charge shall be authorized to incur liabilities, receive payments and receive instructions For and In Behalf of any or all partners of the joint venture;
  - d. all partners of the joint venture shall be jointly and severally liable for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Agreement (in case of a successful bid); and
  - e. a copy of the agreement entered into by the joint venture partners shall be submitted with the bid.
- 5. **ONE BID PER BIDDER**
  - 5.1 Each bidder shall submit only one bid either by itself, or as partner in a joint venture.
- 6. **COST OF BIDDING**
  - 6.1 The bidder shall bear all costs associated with the preparation and delivery of its Bid/Service, and the Cooperative will in no case be responsible or liable for those costs.
- 7. **ASSURANCE**
  - 7.1 The successful bidder will be required to give satisfactory assurance of its ability and intention to deliver Manpower Agency, pursuant to the Contract, within the time set forth therein.
- 8. **CONTENTS OF BIDDING DOCUMENTS**
  - 8.1 The bidding documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause 11.
    - Invitation for Bid
    - Section I: Instructions to Bidders;
    - Section II: General Conditions of Contract;
    - Section III: Special Conditions of Contract;
    - Section IV: General Technical Conditions;
    - Section VI: Technical Specifications
    - Section VII: Sample Forms; and
      - a. Bid Form and Price Schedule
      - b. Bid Security Form
      - c. Contract Form
      - d. Performance Security Form
  - 8.2 The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms and specifications. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents will result in the rejection of the Bid.
- 9. **CLARIFICATION OF BIDDING DOCUMENT**

9.1 Prospective Bidders requiring any further information or clarification of the Bidding Documents may notify the Cooperative in writing or by electronic mail at the Cooperative's mailing address indicated in the Invitation for Bids. The Cooperative will respond in writing to any request for information or clarification of the Bidding Documents, which it receives not later than seven (7) days prior to the deadline for submission of Bids prescribed by the Cooperative. The Cooperative's response will be sent in writing or electronic mail to all prospective bidders who have received the bidding documents.

**10. AMENDMENT OF BIDDING DOCUMENTS**

10.1 At any time prior to the deadline for submission of Bids, the Cooperative may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing an addendum.

10.2 The addendum shall be a part of the Bidding Documents, pursuant to Clause 9.1 and shall be communicated in writing or by fax or electronic mail to all prospective bidders who have received the Bidding Documents, and will be bidding on them.

10.3 In order to afford prospective Bidders reasonable time in which to take the addendum into account in preparing their bids, the Cooperative may, at its discretion, extend the deadline for the submission of Bids in accordance with Clause 24.

**11. LANGUAGE OF BID**

11.1 The Bid prepared by the bidder and all correspondence and documents relating to the Bid exchanged between the bidder and the Cooperative, shall be written in English Language.

**12. DOCUMENTS COMPRISING THE BIDS**

12.1 The Bid prepared by the bidder shall comprise the following components:

- a. The bidder shall complete an original and a copy of the Bid Form and the appropriate Price Schedules furnished in the Bidding Documents, in accordance with Clauses 14 and 15;
- b. documentary evidence establishing, in accordance with Clause 16, that the bidder is eligible to bid for the Manpower Agency;
- c. documentary evidence establishing in accordance with Clause 17, that the bidder is qualified to perform the Contract if its Bids is accepted;
- d. documentary evidence establishing, in accordance with Clause 18, that the services to be supplied by the bidder conform to the Bidding Documents;
- e. bid security furnished in accordance with Clause 19; and
- f. power of attorney.

**13. BID PRICES**

13.1 The bidder shall complete the appropriate Price Schedules for the package included herein.

13.2 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on any account except as provided for in Clause 3 and 15.1 of the General Conditions of Contract, or if applicable, adjustment authorized in accordance with the price adjustment provisions specified in Clause 11 of the Special Conditions of Contract.

**14. CURRENCIES OF BID AND PAYMENT**

14.1 The unit rates and the prices shall be quoted by the bidder in Philippine Peso for those

inputs to the Works which the bidder expects to supply from within the Philippines.

14.2 Payment of the contract price shall be made in the currency in which the bid price is expressed in the bid of the successful bidder.

**15. DOCUMENTS ESTABLISHING ELIGIBILITY OF THE BIDDER AND THE SERVICES**

15.1 The bidder shall furnish, as part of its Bid, certification establishing both the bidder's eligibility to bid pursuant to Clause 3.

**16. DOCUMENTS ESTABLISHING BIDDER'S QUALIFICATIONS TO PERFORM THE CONTRACT**

16.1 The documentary evidence of the bidder's qualifications to perform the Contract, if its Bid is accepted, shall establish to the Purchaser's satisfaction prior to award of Contract:

(a) that the bidder has the financial, and technical capability necessary to perform the Contract;

**17. DOCUMENTS ESTABLISHING THE SERVICES' CONFORMITY TO THE BIDDING DOCUMENTS**

17.1 The documentary evidence of the Services' conformity to the Bidding Documents maybe in the form of literature and data, and shall furnish:

- a. a detailed description of the Services' essential technical and performance characteristics;
- b. a list, giving full particulars, including available affiliated institutions necessary for the proper and continuing delivery of manpower services for a period of at least one (1) year); and
- c. a clause-by-clause commentary on the specifications, demonstrating the Services' responsiveness to those Specifications or a statement of deviations and exclusions of the provisions of the Specifications.

17.2 The Bidders shall furnish evidence that the Services offered are of acceptable quality and standards including but not limited to the number of years in manpower services industry, and the number of clients that have been served in which operations satisfied the end users for years.

**18. BID SECURITY**

18.1 The bidder shall furnish, as part of its bid, a bid security equivalent to two percent (2%) of the Total ABC;

18.2 The bid security shall be in form of a Manager's Check or deposited to NEECO II-Area 1.

18.3 Any bid not accompanied by an acceptable bid security shall be rejected by the Cooperative as non-responsive.

18.4 The bid securities of unsuccessful bidders will be returned after satisfaction of the winning bidder of the required bonds and signatures.

18.5 The bid security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required performance security.

18.6 The bid security maybe forfeited;

- a. if the bidder withdraws its bid during the period of bid validity; or
- b. if the bidder does not accept the correction of its bid price, pursuant to Sub-Clause 29.6; or
- c. in the case of a successful bidder, if it fails within the specified time limit to:

- (i) sign the Agreement, or
- (ii) furnish the required performance security.

**19. PERIOD OF VALIDITY OF BIDS**

- 19.1 Bids shall remain valid for ninety (90) days after the date of bid closing prescribed by the Cooperative, pursuant to Clause 24.
- 19.2 Notwithstanding Clause 20.1 above, the Cooperative may solicit bidder's consent to an extension of the period of bid validity. The responses thereto shall be made in writing. If the bidders agree to the extension request, the validity of the bid security provided under Clause 19 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required or permitted to modify its Bid.

**20. ALTERNATIVE BIDS**

- 20.1 Bidders shall submit Bids, which comply with the Bidding Documents. Alternative Bids will not be considered. The attention of bidders is drawn to the provisions of Clause 30 regarding the rejection of Bids, which are not substantially responsive to the requirement of the Bidding Documents.

**21. FORMAT AND SIGNING OF BIDS**

- 21.1 The original Bid Form and accompanying documents, clearly marked "Original Bid", plus another copy which should be clearly marked as "Copy of Bid" must be received by the Cooperative at the date, time, and place specified pursuant to Clause 23 and 24. In the event of any discrepancy between the original and the copies, the original shall govern.
- 21.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to sign on behalf of the bidder. Written power-of-attorney accompanying the Bid shall indicate such authorization. **All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.** The name and position held by each person signing must be typed or printed below the signature.
- 21.3 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

**22. SEALING AND MARKING OF BIDS**

- 22.1 The bidder shall seal the original and the copy of the Bid in an inner and an outer envelope duly marking the envelopes as "original" and "copy".
- 22.2 The inner and outer envelopes shall:
- a. be addressed to the Cooperative at the following address  
  
Ms. Marife T. Salvador  
BAC Chair  
Nueva Ecija II Electric Cooperative, Inc.- Area 1  
Calipahan, Talavera, Nueva Ecija; and
  - b. bear the words "**INVITATION FOR BIDS No. NE II-A1-2023-03, Manpower Agency**" and the words "**DO NOT OPEN BEFORE 10:30 o'clock in the morning of May 9, 2023**".
- 22.3 In addition to the information required in sub-clauses (a) and (b) above, the inner envelope shall indicate the name and address of the bidder to enable the Bid to be returned unopened in case it is declared "Late" pursuant to Clause 26.

**23. DEADLINE FOR SUBMISSIONS OF BIDS**

23.1 The original Bid, together with the required copies, must be received by the Cooperative at the address specified in Clause 23.2 not later than 2:00 o'clock in the afternoon of February 10, 2023.

23.2 The Cooperative may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents, in which case all rights and obligations of the Cooperative and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**24. LATE BIDS**

24.1 Any Bid received by the Cooperative after the deadline for submission of Bids prescribed by the Cooperative, pursuant to Clause 24 will be declared "Late" and rejected and returned unopened to the bidder.

**25. MODIFICATION AND WITHDRAWAL OF BIDS**

25.1 The bidder may modify or withdraw its Bid after the Bid's submission; provided that written notice of the modification or withdrawal is received by the Cooperative prior to the deadline prescribed for submission of Bids.

25.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with provisions of Clause 23, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate. A withdrawal notice may also be sent by fax but must be followed by a signed confirmation copy.

25.3 No Bid may be modified subsequent to the deadline for submission of Bids.

25.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.

**26. OPENING OF BIDS BY COOPERATIVE**

26.1 The Cooperative will open the Bids, the technical proposal first, in the presence of bidders' representatives who choose to attend at NEECO II-Area 1 Teofilo Villanueva Hall at 2:00 o'clock in the afternoon of February 10, 2023..The bidders' representatives who are present shall input their names, position and company in the attendance. The technical proposal will then be evaluated as per Clause 29.

26.2 Bidders found eligible technically will be informed subsequently and asked to be present during the opening of their financial proposals.

26.3 The bidders' names, bid prices, all discounts offered, modifications and bid withdrawals, and the presence or absence of the requisite bid security, and such other details as the Cooperative, at its discretion, may consider appropriate will be announced and recorded at the opening. Any bid price or discount, which is not read out and recorded at bid opening, will not be taken into account in bid evaluation. The bidder's representatives will be required to confirm the record.

26.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in the forfeiture of the bid security pursuant to Clause 18.

**27. PROCESS TO BE CONFIDENTIAL**

27.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any efforts by a bidder to influence the Cooperative's processing of Bids or award decisions may result in the

rejection of the bidder's Bid. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Cooperative in the evaluation of the bids in accordance with sub-clauses 29.5/29.6.

**28. CLARIFICATIONS OF BIDS**

28.1 To assist in the examination, evaluation, and comparison of Bids, the Cooperative may, at its discretion, ask the bidder for a clarification of its Bid. All responses to request for clarification shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted.

**29. PRELIMINARY EXAMINATION OF BIDS**

Technical Evaluation:

29.1 The Cooperative will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

29.2 Prior to the detailed evaluation, pursuant to Clause 31, the Cooperative will determine the substantial responsiveness of each Bid to the Bidding Documents including acceptable quality of the Goods offered, pursuant to Clause 17.2. A substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviation.

29.3 A Bid determined as not substantially responsive will be rejected by the Cooperative and may not subsequently be made responsive by the bidder by correction of the non-conformity.

Financial Evaluation:

29.4 Check the bidder's compliance to the financial documents required by the Cooperative.

29.5 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

29.6 The amount stated in the Form of Bid will be adjusted by the Cooperative in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 19

**30. CONVERSION TO SINGLE CURRENCY**

30.1 The Cooperative will convert the amounts in various currencies in which the Bid Price is payable to Philippine Peso at the selling exchange rates officially prescribed for similar transactions as established by Bangko Sentral ng Pilipinas on the date of bid opening.

**31. EVALUATION AND COMPARISON OF BIDS**

31.1 The Cooperative will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 29.

31.2 The Cooperative's evaluation of a Bid will exclude and not take into account:

- (a) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

31.3 The evaluation of bids shall take into account the price and other commercial features of

the offer. In addition, it may also take into account other criteria, such as those in the sample listed below.

- \* Contractual and Commercial Deviations
- \* System/Procedures to Avail of Services

**32. CONTACTING THE COOPERATIVE**

- 32.1 Subject to Clause 28, no bidder shall contact the Cooperative on any matter relating to its Bid, from the time of bid opening to the time the contract is awarded.
- 32.2 Any effort by a bidder to influence the Cooperative in the Cooperative's decision in respect of bid evaluation, bid comparison or Contract award will result in the rejection of the Bidder's Bid.

**33. COOPERATIVE'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 33.1 The Cooperative reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders of the grounds for the Cooperative's action.

**34. POST QUALIFICATION AND AWARD**

- 34.1 The Cooperative will determine to its satisfaction whether the Bidder selected as having submitted the lowest-evaluated, responsive bid is qualified to satisfactorily perform the Contract.
- 34.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualification submitted by the bidder, pursuant to Clause 17, as well as such other information as the Cooperative deems necessary and appropriate.
- 34.3 An affirmative determination will be pre-requisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.
- 34.4 The Cooperative will award the Contract to the successful bidder whose Bid has been determined to be the lowest evaluated, responsive Bid, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.

**35. NOTIFICATION OF AWARD**

- 35.1 The Cooperative will notify the successful bidder in writing by registered letter, or by fax or electronic mail to be confirmed in writing by registered letter, that its Bid has been accepted and on which basis the Bid has been accepted.
- 35.2 The notification of award will constitute the formation of a contract, until the Contract has been effected pursuant to Clause 36.

**36. SIGNING OF AWARD**

- 36.1 At the time of notification of award, the Cooperative will send the successful bidder the Contract Form provided in those Bidding Document, incorporating all agreements between the parties.
- 36.2 Within five (5) days of receipt of such Contract Form the successful bidder shall sign and date the Contract and return it to the Cooperative.

**37. PERFORMANCE SECURITY**

- 37.1 Within ten (10) days of the receipt of notification of award from the Purchaser, the



successful bidder shall furnish the performance security, in accordance with Condition of Contract, in the Performance Security Form provided in the Bidding Documents or another form acceptable to the Cooperative.

- 37.2 Failure of successful bidder to comply with the requirements of Clause 36 or 37 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

#### **ANNEX A: BID EVALUATION PROCEDURE**

##### Step 1 - Submittal of Bid

If a submittal is late, it should not be opened, but should be returned to the Bidder unopened.

##### Step 2 - Technical Bid Evaluation

During the Bid opening, preliminary examination shall begin by determining that the general conditions of the Bidding Documents have been met in the bid. The following items should be checked to determine whether the Bid is responsive.

- Bid does not show evidence of tampering.
- Bid is from a purchaser of the Bidding Documents.
- Bid Addendum received.
- Bid appears to be complete.
- Bid on all items per schedule.
- Bid contains Deviation Form duly filled in
- Bidder meets the required experience and number of sales
- Bidder is a registered company

**In the absence of substantial compliance with all of the above items, the bids are incomplete, shall be declared non-responsive and have to be rejected.**

##### Step 3 - Opening of the Financial Offer

During the opening of the financial proposal, the following information is to be read and recorded:

- Name of Bidder;
  - Any discount offered;
  - Name of Bank which issued the Bid Security;
  - Bid security is present in the correct amount and acceptable form
  - Validity of the Bid Security
  - Validity of the Bid
  - Bid security receipt is issued by the Bank (in the form of Manager's Check)
  - Net financial contracting capacity is computed
  - ITR of the bidder for the past three (3) years duly marked received by the BIR is submitted
  - Financial Statements of the bidder for the past three (3) years is submitted
- a. The Bid contains benefit schedule(s) that have the limit shown for each procedure/service in the completed bid.
- b. Determine that the Bidder has filled out correctly the price schedule for what he is bidding.

- c. Calculate the amounts for the applicable penalties as provided in the Technical Specifications and add amounts to the Bid prices for evaluation purposes only.
- d. After the special factor, additions and conversion of schedule total to Philippine Peso, determine which remaining bid, has the lowest price for this bid schedule.
- e. Compare the price of the low bid, for this bid schedule.

Step 4 - Evaluation and Comparison of Bids

All bids for this schedule are then financially evaluated to determine whether the company has the financial capability to perform the contract. Bidders who are found to be financially not sound shall be rejected.

If any item in the low bid has only minor technical deviations from the specifications, this shall be clarified with the bidder.

If any item in the low bid does not meet the technical specifications, that bid is rejected. The evaluation process then continues to the next low bid for that schedule.

This procedure to continue until the low bid, meeting the technical specifications of this Bidding Documents for this schedule, is determined.

Step 5 - Ability to Perform and Recommend for Award

After determination that the low bid meets the technical specifications, his previous sales of similar materials must also be checked to determine whether the bidder demonstrates that he is qualified to perform the contract.

This procedure shall continue until the low Bidder qualified to perform the contract for this schedule is determined. The recommendations for the Award of Contract for this schedule to this lowest calculated responsive Bidder is automatic.

Note:

"Low bid" is hereby defined as the Bid on a complete bid schedule that has the lowest total price after considering all factors and/or reference up to that point in the evaluation procedure.

**INVITATION TO BID NO. NE II-A1-2023-03  
MANPOWER AGENCY**

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**SECTION III. GENERAL CONDITIONS OF CONTRACT**

**TABLE OF CLAUSES**

<b>CLAUSE</b>	<b>TOPIC</b>	<b>Page Number</b>
1	Definitions	III - 1
2	Application	III - 1
3	Standards	III - 1
4	Use of Contract Documents and Information	III - 1
5	Inspections	III - 2
6	Payment	III - 2
7	Assignment	III - 2
8	Delays in the Manpower Agency's Performance	III - 2
9	Resolution of Disputes	III - 2
10	Governing Language	III - 2
11	Applicable Law	III - 2
12	Notices	III - 3
13	Taxes	III - 3

**1. DEFINITIONS**

1.1 In this contract the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Cooperative and the Manpower Agency, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Manpower Agency under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract;
- (d) "The Services" means those services ancillary to the supply of the Goods and Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract;
- (e) "The Cooperative" means the Nueva Ecija II Electric Cooperative, Inc. Area 1
- (f) "The Contractor" means the individual or firm providing the services under this Contract;

**2. APPLICATION**

These General Conditions shall apply as part of the Contract which shall include the following documents and the priority of these documents shall be as follows:

- a) Contract Agreement
- b) Notification of Award
- c) Special Conditions of Contract
- d) General Conditions of the Contract
- e) Bidding Documents
- f) Forms and Schedules
- g) Supplier's Bid

**3. STANDARDS**

3.1 The Services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the manpower agency standard appropriate to the cooperative.

**4. USE OF CONTRACT DOCUMENTS AND INFORMATION**

4.1 The Manpower Agency shall not, without the Cooperative's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Cooperative in connection therewith, to any person other than a person employed by the Manpower Agency in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

4.2 The Manpower Agency shall not, without the Cooperative's prior written consent make use of any document or information enumerated in para. 5.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in para. 5.1 shall remain the property of Cooperative and shall be returned (in all copies) to the Cooperative on completion of the Manpower Agency's performance under the Contract if so required by the Purchaser.

**5. INSPECTIONS**

- 5.1 The Cooperative or its designated third party inspector shall, at all reasonable times, be allowed free and ready access to the Manpower Agency's offices for the purpose of inspecting the specified services and obtaining information as to the standing of the Manpower Agency.
- 5.2 Nothing in Clause 6 shall in any way release the Manpower Agency from any obligations under this Contract.

**6. PAYMENT**

- 6.1 The method and conditions of payment to be made to the Manpower Agency under the Contract shall be specified in the Special Conditions of Contract.
- 6.2 The currency in which payment is made to the Manpower Agency under this Contract shall be specified in the Special Conditions of Contract.

**7. ASSIGNMENT**

- 7.1 The Manpower Agency shall not assign, in whole or in part, its obligations to perform under the Contract.

**8. DELAYS IN THE MANPOWER AGENCY'S PERFORMANCE**

- 8.1 Delivery and performance of Services shall be made by the Manpower Agency in accordance with the time schedule specified by the Cooperative in its Schedule of Requirements.
- 8.2 If at any time during performance of the Contract, the Manpower Agency should encounter conditions impeding timely delivery and performance of services, the Manpower Agency shall promptly notify the Cooperative in writing of the fact of the delay, its likely duration and its cause(s).

**9. RESOLUTION OF DISPUTES**

- 9.1 The Cooperative and the Manpower Agency shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 9.2 If, after thirty (30) days from the commencement of such informal negotiations, the Cooperative and the Manpower Agency have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in the Special Conditions of Contract. This mechanism may include, but is not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or international arbitration. The mechanism shall be specified in the Special Conditions of Contract.

**10. GOVERNING LANGUAGE**

- 10.1 The Contract shall be written in the language of the bid, as specified by the Cooperative in the Instruction to Bidders. Subject to Clause 30, the language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

**11. APPLICABLE LAW**

- 11.1 The Contract shall be interpreted in accordance with the laws of the Philippines.

**12. NOTICES**

13.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

13.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**13. TAXES**

14.1 The Manpower Agency shall be entirely responsible for all taxes including Value Added Tax (VAT) or similar local taxes, license fees, etc., incurred in the delivery of services to the cooperative.

SECTION IV. SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

CLAUSE NUMBER	TOPIC	PAGE NUMBER
1	General	IV - 1
2	Definitions	IV - 1
3	Inspection	IV - 1
4	Resolution of Disputes	IV - 1
5	Notices	IV - 2

**1. GENERAL**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Condition of Contract. The corresponding clause number of the General Condition is indicated in parenthesis.

**2. DEFINITION**

- 2.1 The Cooperative is Nueva Ecija II Electric Cooperative, Inc.- Area 1
- 2.2 The Manpower Agency is (Name of the Manpower Agency)
- 2.3 EC or Coop is Electric Cooperative

**3. INSPECTION**

The inspection required by the Cooperative as described in Section III - General Conditions of the Contract as well as in Section VI - Technical Specifications.

**4. RESOLUTION OF DISPUTES**

The dispute resolution mechanism to be applied pursuant to Clause 10 of the General Conditions shall be as follows:

- 4.1 in the case of a dispute between the Cooperative and the Manpower Agency which is a national of the Philippines, the dispute shall be referred to adjudication/arbitration in accordance with the laws of the Philippines; and

**5. NOTICES**

For the purpose of all notices, the following shall be the address of the Cooperative and Manpower Agency.

**Ms. Marife T. Salvador**  
**BAC Chair**  
**Nueva Ecija II Electric Cooperative, Inc- Area 1. (NEECO II Area 1)**  
**Calipahan, Talavera, Nueva Ecija**  
**Philippines 3114**  
**Tel./Fax 044 411 1007**  
**e-mail: bac\_neeco2area1@yahoo.com.ph**

Manpower Agency:

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(to be filled in at the time of contract signature)



SECTION V. FORMS

TABLE OF FORMS

FORM NUMBER	TOPIC	PAGE NUMBER
1	Bid	VI - 1
2	Bid Security	VI - 3
3	Power of Attorney	VI - 5
4	Contract	VI - 6
	Acknowledgement	VI - 6
5	Deviation Form	VI - 6
6	Acknowledgement Receipt	VI - 6

**INVITATION TO BID NO. NE II-A1-2023-03**  
**MANPOWER AGENCY**

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**FORM 1: BID**

Date: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contract \_\_\_\_\_  
No: \_\_\_\_\_

TO : Bid and Awards Committee  
Nueva Ecija II Electric Cooperative, Inc. Area-1  
Calipahan, Talavera  
3114 Nueva Ecija

Gentlemen:

Having examined the Bidding Documents including Addenda Nos. (Insert Numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver (Description of Services) in conformity with the said Bid Documents for the sum of (Total Bid Amount in Words and Figures) or such other sums as may be ascertained in accordance with the Price Schedules attached herewith and made part of this bid.

We undertake, if our bid is accepted, to commence the delivery of all the services specified in the Contract.

We agree to abide by this bid for a period of (Number) days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Notice of Award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(In capacity of)

Duly authorized to sign bid for and on behalf of \_\_\_\_\_.

**FORM 2: BID SECURITY**

WHEREAS, \_\_\_\_\_ hereinafter called "the BIDDER" has submitted its bid dated \_\_\_\_\_ for the construction of \_\_\_\_\_ (hereinafter called "the BID").

KNOW ALL MEN BY THESE PRESENTS:

That, WE, \_\_\_\_\_ of \_\_\_\_\_, having our registered office at (hereinafter called "the BANK") are the bound unto \_\_\_\_\_ (hereinafter called "the COOPERATIVE") in the sum of \_\_\_\_\_ for which payment will truly to be made to the said COOPERATIVE, the Bank binds itself, its successors and assigns by these presents.

**INVITATION TO BID NO. NE II-A1-2023-03  
MANPOWER AGENCY**

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Sealed with the common seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
THE CONDITIONS of this obligation are:

- 1) If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2) If the bidder, having been notified of the acceptance of its bid by the Cooperative during the period of validity:
  - a. fails or refuses to execute the Contract Form, if required; or

We undertake to pay to the Cooperative up to the above amount upon receipt of its first written demand, without the Cooperative having to substantiate its demand, provided that in this demand the Cooperative will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature)

**FORM 3: POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, a company organized and existing under the laws of \_\_\_\_\_, having the principal office at \_\_\_\_\_ do hereby make, constitute, and appoint \_\_\_\_\_ our true and lawful attorneys-in-fact to act for us, on our behalf, and in name, by investing them with the following powers:

- 1) To make any proposal to and/or negotiate and execute the contract or any other agreement with (NEECO II Area-1), its representative and/or agents, if any, relating to the bid of the Manpower Agency under Invitation to Bid No. NE-II-A1-2023-03.
- 2) To receive, accept and acknowledge any notice issued under the contract, any other agreement and/or any other proposal.
- 3) To do any and all acts and things and execute any and all instruments, certificates and agreement which they may deem necessary or advisable, or which may be required for or in connection with the execution of the said contract.

IN WITNESS WHEREOF, we have cause this POWER OF ATTORNEY to be executed in our name by our \_\_\_\_\_ thereunto duly authorized, in \_\_\_\_\_ this day of \_\_\_\_\_, 20\_\_.

(CORPORATION)

by: PRINTED NAME  
POSITION/TITLE

FORM 4: CONTRACT

SERVICE CONTRACT

KNOW ALL MEN BY THESE PRESENT:

This Contract is made and executed in the Municipality of Talavera Nueva Ecija, by and between:

\_\_\_\_\_, a business proprietorship duly registered and existing under Philippine laws with principal office address at \_\_\_\_\_, herein represented by its \_\_\_\_\_, herein referred to as the "AGENCY";

- AND -

NUEVA ECIIJA II ELECTRIC COOPERATIVE, INC. (NEECO II Area 1), a Cooperative duly organized and existing under and by virtue of Philippine Laws, with principal office address at Brgy. Calipahan Talavera Nueva Ecija, represented by its GENERAL MANAGER ENGR. NELSON M. DELA CRUZ, herein referred to as the "CLIENT";

WITNESSETH that:

WHEREAS, the CLIENT is interested and desirous of contracting the manpower and labor services offered by the AGENCY in the former's establishment;

WHEREAS, the AGENCY is qualified to engage in the said business and has substantial capital or investment in the form of manpower resources, tools and equipment to perform the job, work or service on its own account and responsibility;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual commitments herein set forth, the parties hereto have voluntarily agreed and covenanted on the following terms and conditions, to wit:

1. That the AGENCY shall assign unto the establishment of the CLIENT qualified personnel/workers, who shall render specific tasks assigned under their respective categories as directed;
2. Said personnel/workers will work as per assigned and/or required to work to the CLIENT from Monday to Friday, and must render at least eight (8) hours of work per day. Unless, the said personnel/workers will be required by the CLIENT to work on extended hours during the day and during Saturdays and Sundays ;
3. The CLIENT shall furnish the AGENCY, a copy of the general rules, policy and/or instruction to be followed or implemented by the agency personnel for compliance and in regard to the specific task of the personnel/workers;
4. That, the CLIENT will pay unto the AGENCY the basic salary/minimum wage of Four Hundred SixtyPesos (Php460.00) per day for each personnel/worker, employer's contribution/premium to Social Security Services (SSS), Philhealth, Pag-Ibig, Employees Compensation Contribution (ECC), plus 13th month pay (which will be given not later than 25th of December) and the administrative fee of Six hundred sixty pesos (876.20)/ personnel/ worker; The administrative fee of the Agency is subject to two percent (2%) withholding tax as mandated by the Bureau of Internal Revenue (BIR);
5. In addition thereof, the personnel/workers who have rendered at least one (1) year of service to the CLIENT will be given of five (5) days service incentive leave (SIL). The SIL may be utilized by the worker for vacation, sick or emergency leave (with pay) while the unused portion shall be converted into cash at the end of the year;
6. The CLIENT shall pay the AGENCY for the wage/salary of each personnel/worker, based on the working days and hours of work rendered by the personnel/workers, including overtime pay, holiday pay, and night differential, if any, on every 10th day and 25th day of the month;
7. The CLIENT may request an additional personnel/worker if necessary, and shall be paid based on the above cited salary/wage rate and schedule of payment;
8. The AGENCY shall be responsible in the remittances/payment of the premiums to the Social

**INVITATION TO BID NO. NE II-A1-2023-03**  
**MANPOWER AGENCY**

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Security Services (SSS), Phil health, Pag-ibig, Employees Compensation Contribution (ECC) and other similar expenses by reasons of the personnel/worker's employment;

9. The AGENCY is required to submit to the CLIENT the original official receipt or proof of payment of remittances to the SSS, Philhealth, Pag-Ibig, and ECC. It is mandated to submit copy of the said receipts not later than every 25th day of the month. Otherwise, the CLIENT may hold the check payments due to the AGENCY that are collectible on the 25th day of the month;

10. That this CONTRACT OF SERVICE shall be for the period of two (2) years to commence on July 1, 2023 and may be renewed by mutual agreement of the herein parties. The intend for the renewal and/or termination of this Contract must be made thru formal notice to the herein Parties;

11. The personnel/workers to be provided by the AGENCY shall not be considered in any way, as the employee of the CLIENT or has no contractual relation with the CLIENT, and the latter shall be free and harmless from any and all claims by the personnel/workers, their heirs and assigns to the AGENCY;

12. The AGENCY shall assign an Administrative Supervisor to the CLIENT whose exclusive function is to see to it that the personnel/workers assigned to the CLIENT are performing their assigned tasks and have direct control and supervision of all personnel/workers assigned to the CLIENT. The AGENCY guarantees the character, integrity, capacity and skills of the personnel/workers to be assigned to the CLIENT;

13. The AGENCY and its personnel/ worker will forever hold confidential information of the CLIENT. Those Coop policies, products, information planning processes and procedure except those made public by the CLIENT itself;

14. The amendment to this Service Contract, if there will be any, while it is in force, shall be made in writing within five (5) days notice during working hours of the weekdays and any amendment shall be mutually agreed upon between the two parties, and will be made in the form of addendum and shall become an integral part hereof;

15. Likewise, the parties hereto, agree that within thirty (30) days prior to the expiration of the Service Contract, the parties shall meet and negotiate for the renewal, as the case may be. In case the parties reach no Agreement after the expiration of this contract, the existing agreement shall have no more force and effect and considered as terminated.

IN WITNESS WHEREOF, the parties hereto have affixed their signature this \_\_\_\_\_, here at Cabanatuan City, Nueva Ecija.

NUEVA ECIJA II ELECTRIC COOPERATIVE,  
INC. – AREA 1 (NEECO II AREA 1)

By:

By:

Engr. NELSON M. DELA CRUZ  
General Manager

Signed in the presence of:

\_\_\_\_\_

**ACKNOWLEDGMENT**

Republic of the Philippine)  
Province of Nueva Ecija )  
Municipality of Talavera )

BEFORE ME, a Notary Public for and in the (Province/City/Municipality) of \_\_\_\_\_, personally appeared the following persons, with their respective valid identification card/number, to wit:

Name	Govt. ID	Date/ Place Issued/Validity
1.	_____	_____
2. Engr. NELSON M. DELA CRUZ	_____	_____

all known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of three (3) page/s including this page in which this acknowledgment is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ at \_\_\_\_\_, Philippines

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series No\_2023:

**FORM 5: DEVIATIONS**

Reference to the Specifications	Requirements of Specifications	Detailed Description of the Deviations from the Specifications

**FORM 6: ACKNOWLEDGEMENT RECEIPT**

**BACKGROUND**

As the results of the innovation of NEECO II-Area 1's procurement process and policy, the Bids and Awards Committee (BAC), releases copies of bidding documents through Coop Website.

**BIDDER'S INFORMATION**

\_\_\_\_\_, an entity duly organized and existing under and by virtue of the  
(Bidder/Company Name)

laws of the Republic of the Philippines, with office address at \_\_\_\_\_,  
(Bidder/Company Address)

represented by its \_\_\_\_\_ hereinafter referred to as  
(Name of Bidder's Representative and designation)  
the "BIDDER"

**ACCEPTANCE OF BIDDING DOCUMENTS**

That we, \_\_\_\_\_ hereby confirm the receipt of the copy of bidding  
(Bidder/Company Name)

INVITATION TO BID NO. NE II-A1-2023-03  
MANPOWER AGENCY

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documents for the Manpower Agency in soft copy form.

Whereby, in cases of any inconsistency or discrepancy on the contents of bidding documents between the copy of the Bidders and the original copy secured from NECCO II-Area I, the contents of the original copy shall prevail.

CONFORME:

\_\_\_\_\_  
(Printed Name & Signature of Duly  
Authorized Representative)

DATE: \_\_\_\_\_

**INVITATION TO BID NO. NE II-A1-2023-03**  
**MANPOWER AGENCY**

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**TECHNICAL SPECIFICATION**

**TABLE OF CLAUSES**

CLAUSE NUMBER	TOPIC	PAGE NUMBER
I	Duration of the Contract	VI-1
II	Rates	VI-1



**INVITATION TO BID NO. NE II-A1-2023-01**  
**SECURITY SERVICES PROVIDER**

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I. Duration of Contract

The duration of the contract to be bid shall be from July 1, 2023 to \_\_\_\_\_.  
The Manpower Agency should maintain a satisfactory level of performance throughout the term of the contract based on the Performance Criteria set by NEECO II-Area 1.

II. Rates

Benefits/Incentives	Bidder's proposal	Remarks
Basic Pay		
Night Differential		
Overtime Pay		
13th Month pay		
5 Days Service Incentive Leave Pay		
Uniform Allowance (R.A 5487)		
Holiday Pay		
Other Benefits		
AGENCY/ADMINISTRATIVE FEE		