



**INVITATION TO BID
NO. NE II-A1-2024-02**

Re-clustering of Kilowatt-hour meter
(9,050 units)



SECTION I. INVITATION TO BID

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SECTION I. INVITATION TO BID

NEECO II-AREA 1's Invitation to Bid No. NE-II-A1-2024-02

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 2024 and Board Resolution Nos. 04-02-24, , 04-03-24, 04-04-24, 03-18-24 and 03-17-24, Series of 2024.

LOT NO.	BIDDING TITLE	ABC (VAT INCLUSIVE)	BID DOCS FEE (Non-refundable)	ACCREDITATION FEE (Non-refundable)	PRE-BID CONFERENCE	BID SUBMISSION & OPENING
1	Security Services Provider (One (1) year Contract with All Mandatory Benefits and Administrative Fee)	43 guards subject to prevailing DOLE Wage Order	5,000	5,000	April 22, 2024 at 9AM thru Zoom	May 6, 2024 at 1:30PM at NEECO II-Area 1 Teofilo Villanueva Hall
2	Health Care Services Provider (One (1) year Contract)	Php10,000.00/ principal	5,000		April 22, 2024 at 10:30AM thru Zoom	May 6, 2024 at 3:30PM at NEECO II-Area 1 Teofilo Villanueva Hall
3	Trimming of Vegetated Distribution Lines (One (1) year Contract)	Php4,000.00/ kilometer	5,000		April 29, 2024 at 1:00PM at Teofilo Villanueva Hall	May 13, 2024 at 1:30PM at NEECO II-Area 1 Teofilo Villanueva Hall
4	Re-clustering of Kilowatthourmeter (9,050 units)	Php170.00/ kilowatthourmeter	5,000		April 29, 2024 at 3:00PM thru Zoom	May 13, 2024 at 3:30PM at NEECO II-Area 1 Teofilo Villanueva Hall
5	Group Accident Insurance (One (1) year contract for 236 principal with their dependents)	Php3,000.00/ principal	5,000		April 29, 2024 at 10:30AM thru Zoom	May 13, 2024 at 10:30AM at NEECO II-Area 1 Teofilo Villanueva Hall
6	Group Accident Insurance for employees (One (1) year contract for 202 employees)	Php2,000.00/ principal				

Participating bidders must be accredited by this Cooperative. Link for accreditation is available upon request to this email: 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 to be downloaded by the bidders.



Sealed proposals shall be submitted in two (2) sealed envelopes clearly marking as “Original Bid” and “Copy of Bid” with the name of the project to be bid and the name of the bidder in capital letter addressed and/or submitted to the BAC Chairman during the Bid Opening at which time and place will be opened and read in the presence of Bidders or their representative. Bid proposals must include terms of payment, bid validity and delivery/construction schedule. The submitted proposals of each bidder shall be examined and checked to ascertain they are present using a non-discretionary “pass/fail” criterion. Bids that fail to include any requirement or are incomplete or insufficient shall be considered “failed”.

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 and look for Ms. Set Pauline Feliciano.

Mr. Lorenzo Valino Jr.
BAC Chairman

Engr. Nelson M. Dela Cruz
General Manager



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GENERAL OVERVIEW

This tender document is developed for the **Group Accident Insurance for employees (One (1) year contract for 202 employees)**. It is financed by the **2024 Approved Cash Operating Budget (COB)** and was made available to Nueva Ecija II Electric Cooperative, Inc. Area-1 (NEECO II-AREA1) through **Board Resolution No. 03-18-24, Series of 2024**. This ITB consists of:

- the invitation to bid;
- the necessary instruction to bidders;
- the general and special conditions of the policy/contract;
- the bid forms and pro-forma contract;
- the Price Schedules under Section VI are to be completed as applicable by the Bidder.

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
- 7) Certificate of Insurance Commission
- 8) Company Profile

B. TECHNICAL DOCUMENTS: FOLDER 2 (ENVELOPE 1)

- 1) List of previous and present Clients

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

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) Details of Offer

FINANCIAL PROPOSAL (FOLDER 2)

- 1) Bid Prices

- 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 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) has funded Board Resolution No. 03-18-24, Series of 2024 through its 2024 Approved Cash Operating Budget, the **Group Accident Insurance for employees (One (1) year contract for 202 employees)**
- 1.2 NEECO II Area 1 requires that Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy; Relatively, NEECO II-Area1 is empowered to:
 - a. 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. recognize a contractor as ineligible, (for a period to bedetermined by the NEECO II Area 1, to be awarded a contract) if it at any time NEECO II-Area 1 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 Group Accident Insurance hereof (hereinafter referred to as "**Insurance Provider**").
- 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 for Bids is open to all Group Insurance Provider (duly licensed to operate by the Insurance Commission and/or Bureau of Health Facilities and Services of the Department of Health (DOH)) 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 following:
 - (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.

5. ONE BID PER BIDDER

- 5.1 Each bidder shall submit only one bid offer (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 the services of the HMO, 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 V: 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 DOCUMENTS

- 9.1 Prospective Bidders requiring any further information or clarification of the Bidding Documents may notify the Cooperative in writing or by fax 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 three (3) days prior to the deadline for submission of Bids prescribed by the Cooperative. The Cooperative's response thru Bid Bulletin will be sent in writing or by fax 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).
- b. documentary evidence establishing, in accordance with Clause 16, that the bidder is eligible to bid for the comprehensive health care services;
- 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 stating the different diagnostic/laboratory procedures/tests, coverage per item and additional benefits if any.

- 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 or if applicable, adjustment authorized in accordance with the price adjustment provisions.

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 and performance characteristics;
- b. a list, giving full particulars, including available affiliated hospitals/clinics and accredited specialists/physicians necessary for the proper and continuing delivery of health 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 health care 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 or an equivalent amount in freely convertible currency.**

18.2 **The bid security preferably in form of a Manager's Check.**

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 as promptly as possible.

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 29.2; 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 at least ninety (90) days after the date of bid closing prescribed by the



Cooperative.

- 19.2 Notwithstanding Clause 19.1 above, the Cooperative may solicit bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing or by fax. 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 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:
- be addressed to the Cooperative at the following address
MR. LORENZO VALINO JR.
BAC Chairman
Nueva Ecija II Electric Cooperative, Inc. Area 1
Calipahan, Talavera, Nueva Ecija; and
 - bear the words "**INVITATION TO BID No. NE-II-A1-2024-02 Group Accident Insurance for employees (One (1) year contract for 202 employees)** and the words "**DO NOT OPEN BEFORE 10:30 AM of May 13, 2024**".
- 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 **BEFORE 10:30 AM of May 13, 2024**”.
- 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 Purchaser 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 Teofilo Villanueva Hall at 10:30 AM of May 13, 2024. The bidders' representatives who are present shall sign the attendance. The technical proposal will then be evaluated.**
- 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 sign 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.

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.

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, the Cooperative will determine the substantial responsiveness of each Bid to the Bidding Documents including acceptable quality of the Goods offered. 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.

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.
- 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 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, 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.

36. ISSUANCE OF NOTICE OF AWARD AND SIGNING OF CONTRACT

- 36.1 At the time of notification of award, the cooperative will send the successful bidder the Notice of Award.
- 36.2 Within five (5) working days of receipt of such Notice of Award the successful bidder shall affix



its signature and date in the Notice of Award and return it to the cooperative together with the corresponding Performance Security.

37. PERFORMANCE SECURITY

- 37.1 Within five (5) working days of the receipt of notification of award from the cooperative, the successful bidder shall post the performance security in the amount of five percent (5%) of contract price, preferably in Manager's Check form or cash, to be deposited to the cooperative's bank account.
- 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 Surety Company or 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 Surety Company (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 the low bid meeting the technical specifications is determined, check on enough of his previous sales of similar materials to determine whether the Bidder has demonstrated that he is qualified to perform the Contract. If the low Bidder is found to have provided unsatisfactory materials of similar nature on other contracts, his bid is to be rejected. The evaluation process then continues to the next low bid for that schedule.

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.



SECTION III. FORMS

TABLE OF FORMS

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



NEECO II - AREA 1

NUEVA ECIIJA II ELECTRIC COOPERATIVE, INC. - AREA 1

Calipahan, Talavera, Nueva Ecija
www.neeco2areal.com
neeco2_areal@yahoo.com.ph
(044) 411-1007 loc. 117

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 the (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.

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 it 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 Group Accident Insurance of Invitation for Bid No. NE-II-A1-2024-02.
- 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

**CONTRACT FOR THE
Group Accident Insurance**

KNOW FOR ALL MEN BY THESE PRESENTS

This Contract entered into this ___th day of _____, 2024 at Nueva Ecija II Electric Cooperative, Inc. – Area 1(NEECO II-Area 1) Main Office, Brgy. Calipahan, Talavera, Nueva Ecija by and between:

The Nueva Ecija II Electric Cooperative, Inc. – Area I (NEECO II – AREA 1), a duly organized electric cooperative and existing under and by virtue of the laws of the Philippines, with principal office at Brgy. Calipahan, Talavera, Nueva Ecija, herein represented by its General Manager, NELSON DELA CRUZ, herein referred to as the “COOPERATIVE”;



NEECO II - AREA 1

NUEVA ECIJA II ELECTRIC COOPERATIVE, INC. - AREA 1

Calipahan, Talavera, Nueva Ecija
www.neeco2areal.com
neeco2_areal@yahoo.com.ph
(044) 411-1007 loc. 117

-and-

_____, an entity duly organized and existing under and by virtue of the laws of the Philippines, with principal office at _____, represented by its _____, _____ hereinafter referred to as the "Insurance Provider";

WITNESSETH

1. That, the COOPERATIVE, with Board Resolution No. 03-18-24, Series of 2024 conducted public bidding for the Group Accident Insurance under Invitation to Bid No. NE-II-2024-02 which was published in Philippine Star on April 14, 2024 and was posted in the official website of the cooperative;
2. That, Bid Opening last _____ was participated by _____;
3. That, the BAC, after careful review and evaluation on the bid offers, has awarded the Comprehensive Health Care Program to _____ with corresponding contract price:
4. That, as per recommendation of the BAC which was duly approved by the Board of Directors under Board Resolution No. _____ dated _____, the COOPERATIVE awards the Group Accident Insurance to _____ with bid offer amounting to _____;

NOWTHEREFORE, for and in consideration of the foregoing premises the parties hereto agree on the following terms and condition:

1. The Insurance Provider agrees and binds itself to fully and faithfully provide for its accounts all provisions necessary in the completion of the Group Accident Insurance within ____ Calendar Days commencing on the date of issuance of Notice to Proceed;
2. The Insurance Provider shall exert its best efforts to execute its obligations under the contract in accordance to all the documents made to form part of this contract;
3. The Insurance Provider shall guarantee the quality of all services it will supply, deliver and use in the **Group Accident Insurance**
4. The Insurance Provider obligates to comply with the provisions of the existing laws, executive and administrative orders and rules and regulations issued or to be issued pertinent to the services;
5. In case of litigation arising out of this contract, the parties hereto agree that its venue shall be in the proper court in Nueva Ecija, under the laws of the Philippines.

IN WITNESS WHEREOF, the parties have hereunto signed this contract on the date and place first above written.

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

By:

By:

NELSON DELA CRUZ
General Manager

Signed in the Presence of:



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES }
Municipality of Talavera } S.S.
PROVINCE OF NUEVA ECIIJA }

BEFORE ME, a Notary Public for and in _____ Philippines, personally appeared the following persons with their respective proofs of identity, to wit:

- | | <u>PROOF OF
IDENTITY</u> | <u>PLACE/DATE
ISSUED/EXPIRY</u> |
|---------------------------|------------------------------|-------------------------------------|
| 1. ENGR. NELSON DELA CRUZ | | |
| 2. | | |

who are known to me to be the same persons who executed and signed the Contract for the **Group Accident Insurance** under ITB NE-II-A1-2024-02, and who acknowledged to me that the same are their free and voluntary acts and deeds, and that of the corporations which they respectively represent.

This instrument is consisting of six (6) pages including this page in which the acknowledgement is written. Pages one (1) to four (4) and six (6) are signed on the left margin thereof and page five (5) is signed at the corresponding spaces provided therefore by the Parties and their instrumental witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL this _____ day of _____
_____ at _____, Philippines.

NOTARY PUBLIC

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

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 innovative of NEECO II-Area 1's procurement process and policy, the Bids and Awards Committee (BAC), releases copies of bidding documents thru its Official Website:



www.neeco2area1.com

BIDDER'S INFORMATION

_____, an entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____ hereinafter referred to as the "BIDDER"

ACCEPTANCE OF BIDDING DOCUMENTS

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

documents for the **Group Accident Insurance** 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 copy posted in the Official Coop Website, the contents of the posted copy shall prevail.

CONFORME:

(Printed Name & Signature of Duly
Authorized Representative)

DATE: _____



SECTION V. FORMS

TABLE OF FORMS

FORM NUMBER	TOPIC	PAGE NUMBER
1	Bid	V - 1
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3	Power of Attorney	V - 3
4	Letter of Authorization	V - 3
5	Contract	V - 5
6	Acknowledgement	V - 8
7	Performance Security	V - 8
8	Deviation Form	V - 8
9	Acknowledgement Receipt	V - 8



NEECO II - AREA 1

NUEVA ECIIJA II ELECTRIC COOPERATIVE, INC. - AREA 1

Calipahan, Talavera, Nueva Ecija

www.neeco2area1.com

neeco2_area1@yahoo.com.ph

(044) 411-1007 loc. 117

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 materials) 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 within (Number) days to complete the project of all the items specified in the Contract within the (Number) days to be calculated from the date of receipt of your Purchase Order.

If our bid is accepted we will post performance security in form of Manager's Check in a sum not exceeding five percent (5%) of the Bid Price for the due performance of 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/Purchase Order, 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 be made to



NEECO II - AREA 1

NUEVA ECIIA II ELECTRIC COOPERATIVE, INC. - AREA 1

Calipahan, Talavera, Nueva Ecija
www.neeco2area1.com
neeco2_area1@yahoo.com.ph
(044) 411-1007 loc. 117

the said COOPERATIVE, the Bank binds itself, its successors and assigns by these presents.

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
 - b. fails to refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

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 it 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 **Re-clustering of Kilowatthourmeter (9,050 units)**
- 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 4a: LETTER OF AUTHORIZATION FROM THE MANUFACTURER TO THE BIDDER

Re-clustering of Kilowatthourmeter (9,050 units)
INVITATION TO BID NO. NE-II-A1- 2024-02

To whom it may concern:

We, _____, a juridical person, organized and existing under the laws of _____ having its principal business office at _____ hereby authorizes _____ having its registered office at _____ to offer and supply our goods to the _____ Electric Coop., Inc.

This Letter of Authorization is effective from this _____ day of _____ 20__ and remains in full force until the completion of the contract.

(CORPORATION)

by: _____
PRINTED NAME

POSITION / TITLE

FORM 4b: LETTER OF AUTHORIZATION FROM THE BIDDER THE LOCAL AGENT

Re-clustering of Kilowatthourmeter (9,050 units)
INVITATION TO BID NO. NE-II-A1- 2024-02

To whom it may concern:

We, _____ (company) _____, a juridical person, organized and existing under the laws of _____ (country) _____ having its principal business office at _____ (address) _____ hereby appoint _____ (company) _____ having its registered office at _____ (address) _____ as our local agent/representative. In particular, our local agent/representative is authorized to _____.

This Letter of Authorization is effective from this _____ day of _____ 20__ and remains in full force until the completion of the contract.

(CORPORATION)

by: _____
PRINTED NAME

POSITION / TITLE



FORM 5: CONTRACT

MEMORANDUM OF AGREEMENT
Re-clustering of Kilowatthourmeter (9,050 units)
 INVITATION TO BID NO. NE-II-A1- 2024-02

KNOW ALL MEN BY THESE PRESENTS:

This agreement is entered into this _____ day of _____, 2024 at Nueva Ecija II Electric Cooperative, Inc. Area-1 (NEECO II-AREA1) Main Office, Calipahan, Talavera, Nueva Ecija, by and between:

The **NUEVA ECIJA II ELECTRIC COOPERATIVE, INC.- AREA-1 (NEECO II AREA-1)**, a Cooperative duly organized and existing under and by virtue of the laws of the Philippines, with principal office at Brgy. Calipahan, Talavera, Nueva Ecija, represented by its General Manager ENGR. NELSON M. DELA CRUZ hereinafter referred to as the "CLIENT";

- and -

_____, a Corporation duly organized and existing under Philippine laws, with office address _____ represented by its _____, herein referred to as the "SUPPLIER/CONTRACTOR";

WITNESSETH:

- 1) That, the CLIENT thru the Bids and Awards Committee (BAC) has bid for the **Re-clustering of Kilowatthourmeter (9,050 units)** (the "Project") that was further awarded to the SUPPLIER/CONTRACTOR _____, as duly approved by the Board of Directors under Resolution No. _____;
- 2) That, the principal features of the works to be done under this Contract includes but not limited to the following scope of works, to wit:

NOWHEREFORE, for and in consideration of the foregoing premises the parties hereto agree on the following terms and conditions, to wit:

1. The contract price shall be _____ inclusive of VAT. The required down payment shall be made upon the written request of the supplier/contractor, and after the supplier/contractor's mobilization of materials. The balance shall be by progress payments based on the estimated amount of work satisfactorily completed by the SUPPLIER/CONTRACTOR and accepted by the CLIENT for every progress billing; payable within thirty (30) days after issuance of Sales Invoice;
2. Progress payments/ billings are subject to ten percent (10%) retention of the billings to answer for any uncorrected/ discovered defects and third party liabilities and may be released within thirty (30) days after the discovered defects in the project has been corrected and in lieu thereof, shall post a Guarantee Bond equivalent to five percent (5%) of the Contract Price; to be valid within the warranty period;
3. The CLIENT shall, upon written request of the SUPPLIER/ CONTRACTOR, and after the SUPPLIER/CONTRACTOR'S mobilization of materials, shall make a down payment equivalent to 15% of the contract price;
4. The SUPPLIER/CONTRACTOR will post a Performance Security Bond in the amount of _____, equivalent to 5% of the supplier/contractor's Bid Price which is to be returned to the Supplier not later than thirty (30) days following the date of the issuance of the Certificate of Completion of the supplier/contractor's Performance under the Contract and the formal request of the supplier/contractor;



5. The SUPPLIER/CONTRACTOR agrees and binds itself to fully and faithfully provide for its accounts all provisions necessary in the completion of the _____ within _____ Working days; from acceptance of Notice to Proceed;

6. Time is an essential feature of this contract in the event that the SUPPLIER/CONTRACTOR fails to complete the **Re-clustering of Kilowatthourmeter (9,050 units)** within the stipulated time of ____ () working days, inclusive of any granted extension of time, the SUPPLIER/CONTRACTOR shall pay the CLIENT, as liquidated damages for its calendar day of delay; as described in the following section;

7. In the event that the SUPPLIER/CONTRACTOR fails to complete the project within the stipulated time inclusive of the granted extension of time, if any, the supplier shall pay the CLIENT, as **Liquidated Damages** for its calendar day of delay, an amount using the following formula under the NEA Revised Procurement Guidelines:

For procurement of goods, services and infrastructure projects, the amount of liquidated damages shall be at least equal to 1/10 of 1% (.001) of the cost of the unperformed portion of the contract for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the contract shall be rescinded without prejudice to other courses of action and remedies to be undertaken.

8. In the event of a delay in work caused by fortuitous events or force majeure, the supplier/contractor may request for an extension of time, in writing, within three (3) days following the occurrence of the cause of delay. The grant of extension, which shall also be in writing, may not be unreasonably withheld. It shall be understood that the approval of the request for extension of time shall not be construed as to automatically entitle the supplier/contractor to a cost adjustment;

9. The SUPPLIER/CONTRACTOR shall exert its best efforts to execute its obligations under the contract in accordance to all the documents made to form part of this contract;

10. The SUPPLIER/CONTRACTOR shall guarantee the quality of all materials it will supply, deliver and use in the **Re-clustering of Kilowatthourmeter (9,050 units)** and shall make good all defect/s attributable to the quality of materials and workmanship which may be discovered within one (1) year reckoned from the date of issuance of certificate of completion;

11. The SUPPLIER/CONTRACTOR shall issue a Guarantee Bond in the form of Manager's Check equivalent to Five Percent (5%) of the contract price to serve as warranty against defective works and materials for a period of one (1) year reckoned from the date of Final Inspection and Acceptance. The Guarantee Bond shall be released at the end of the guarantee period provided there are no pending reservations for its release. Thereafter, the SUPPLIER/CONTRACTOR is relieved of all obligations under the Contract;

12. The SUPPLIER/CONTRACTOR shall not assign, in whole or in part, its obligations to perform under the Contract, except with the CLIENT'S prior written consent. The SUPPLIER/CONTRACTOR shall notify the CLIENT in writing of all subcontract awards under the contract. Such notification shall not relieve the Supplier from any liability or obligation under the Contract;

13. The SUPPLIER/CONTRACTOR obligates to comply with the provisions of the existing laws, executive and administrative orders and rules and regulations issued or to be issued pertinent to the **Re-clustering of Kilowatthourmeter (9,050 units)**;

14. The CLIENT shall have the rights to automatically terminate the contract in the event that the SUPPLIER/CONTRACTOR incurs unjustified delays;

15. In case of litigation arising out of this contract, the parties hereto agree that its venue shall be in the proper court in Nueva Ecija, under the laws of the Philippines.

IN WITNESS WHEREOF, the parties have hereunto signed this contract on the date and place first above written.



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

By:

By:

ENGR. NELSON M. DELA CRUZ
General Manager

President/General Manager

Signed in the presence of:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES }
Municipality of Talavera } S.S.
Province Of Nueva Ecija }

BEFORE ME, a Notary Public within and for _____, Philippines, this ____ day of _____, 2024, personally appeared ENGR. NELSON M. DELA CRUZ exhibiting his valid identification cards, known to me as the same persons who executed the foregoing instrument and acknowledged to me that the same is his free act and deed as well as free act and deed of the Cooperative which he respectively represent.

This Agreement is consisting of seven (7) pages including the page, on which this Acknowledgement is written, with each and every page duly signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND SEAL on the date and place above written.

Doc. No.; _____
Page No.; _____
Book No.; _____
Series of 2023

FORM 7: PERFORMANCE SECURITY

TO : (Name of COOPERATIVE)

WHEREAS, _____ (Name of Contractor) hereinafter called "the CONTRACTOR" has undertaken, in pursuance of Contract No. dated _____, 20____ to construct (Description of Project) hereinafter called "the CONTRACT";

AND WHEREAS it has been stipulated by you in the said contract that the CONTRACTOR shall furnish you with a Bank Guarantee by recognized bank for the sum specified therein as a security for compliance with the CONTRACTOR's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the CONTRACTOR a Guarantee;



THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the CONTRACTOR, up to a total of (Amount of the Guarantee in words and figures) and we undertake to pay you, upon your first written demand declaring the CONTRACTOR to be in default under the Contract and without cavil or argument, any sum of sums within the limits of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of _____, 20__.

Signature and seal of the Guarantors

FORM 8: DEVIATIONS

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

FORM 9: ACKNOWLEDGEMENT RECEIPT

BACKGROUND

As the results of the innovative of NEECO II-Area 1's procurement process and policy, the Bids and Awards Committee (BAC), releases copies of bidding documents in soft copy through electronic data.

BIDDER'S INFORMATION

(Bidder/Company Name), an entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at (Bidder/Company Address), represented by its (Name of Bidder's Representative and designation) hereinafter referred to as the "BIDDER"

ACCEPTANCE OF BIDDING DOCUMENTS

That we, (Bidder/Company Name) hereby confirm the receipt of the copy of bidding documents for the **Re-clustering of Kilowatthourmeter (9,050 units)** 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 1, the contents of the original copy shall prevail.

CONFORME:

(Printed Name & Signature of Duly Authorized Representative)

DATE: _____



SECTION VI. TECHNICAL SPECIFICATION

TABLE OF CLAUSES

CLAUSE NUMBER	TOPIC	PAGE NUMBER
1.0	Terms of Reference	VI-1



1.0 TERMS OF REFERENCE

ZONE 1	ZONE 2
Aliaga – 1900	Guimba – 1500
Talavera – 1100	Talugtug – 600
Sto. Domingo – 650	Carranglan – 600
Quezon – 450	Lupao – 600
Licab – 450	Muñoz – 1200
Grand Total = 9050 KWHr meters	