



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

SECURITY SERVICES PROVIDER



## Table of Contents

SECTION	SUBJECT	PAGE NO.
	General Overview	0-1
I	Invitation to Bid	I-0
II	Instruction to Bidders	II-0
III	General Conditions of Contract	III-0
IV	Special Conditions of Contract	IV-0
V	Forms	VI-0
VI	Technical Specifications	VII-0



### GENERAL OVERVIEW

This tender document is developed for the Security Services Provider. 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. 04-03-24, Series of 2024. 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
- 4) Mandatory Safety Trainings

#### 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

FORM NUMBER	TOPIC	PAGE NUMBER
1	Invitation to Bid	I - 1



**SECTION I. INVITATION FOR 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](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.





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



### SECTION II. INSTRUCTION TO BIDDERS

#### TABLE OF CLAUSES

CLAUSE NUMBER	TOPIC	Page Number
1	Source of Funds	II-1
2	Scope of Bid	II-1
3	Eligible Bidders	II-1
4	Qualification of Bidder	II-1
5	One Bid per Bidder	II-2
6	Cost of Bidding	II-2
7	Assurance	II-2
8	Contents of Bidding Documents	II-2
9	Clarification of Bidding Documents	II-3
10	Amendment of Bidding Documents	II-3
11	Language of Bid	II-3
12	Documents Comprising the Bid	II-3
13	Bid Prices	II-3
14	Currencies of Bid and Payment	II-4
15	Documents Establishing Eligibility of the Bidder and Services	II-4
16	Documents Establishing Bidder's Qualification to Perform The Contract	II-4
17	Documents Establishing the Services Conformity to the Bidding Documents	II-4
18	Bid Security	II-4
19	Period of Validity of Bids	II-5
20	Alternative Bids	II-5
21	Format and Signing of Bid	II-5
22	Sealing and Marking of Bids	II-5
23	Deadline for Submission of Bids	II-6
24	Late Bids	II-6
25	Modification and Withdrawal of Bids	II-6
26	Opening of Bids by Purchaser	II-6
27	Process to Be Confidential	II-7
28	Clarification of Bids	II-7
29	Preliminary Examination of Bids	II-7
30	Conversion to Single Currency	II-8
31	Evaluation and Comparison of Bids	II-8
32	Contacting the Purchaser	II-8
33	Purchaser's Right to Accept Any Bid and To Reject Any Or All bids	II-8
34	Post Qualification and Award	II-8
35	Notification of Award	II-9
36	Signing of Contract	II-9
37	Performance Security	II-9



### 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 **Security Services Provider** which are made available through Board Resolution No. 04-02-24 Series of 2024.
- 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 Security Services Provider 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 Security Services Provider (**duly licensed to provide security services 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 Security Services, 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:
- 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;
  - documentary evidence establishing, in accordance with Clause 16, that the bidder is eligible to bid for the security services;
  - documentary evidence establishing in accordance with Clause 17, that the bidder is qualified to perform the Contract if its Bids is accepted;
  - documentary evidence establishing, in accordance with Clause 18, that the services to be supplied by the bidder conform to the Bidding Documents;
  - bid security furnished in accordance with Clause 19; and
  - 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 security 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 security 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 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

Mr. Lorenzo Valino Jr.  
BAC Chair  
Nueva Ecija II Electric Cooperative, Inc.- Area 1  
Calipahan, Talavera, Nueva Ecija; and

- b. bear the words "**INVITATION TO BID No. NE II-A1-2024-02, Security Services Provider** and the words "**DO NOT OPEN BEFORE 1:30 in the afternoon of May 6, 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 **1:30 in the afternoon of May 6, 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 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 1:30 in the afternoon of May 6, 2024. 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 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 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 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.**



**SECTION III. GENERAL CONDITIONS OF CONTRACT**

**TABLE OF CLAUSES**

CLAUSE	TOPIC	Page Number
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 Security Services Provider '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 Security Services Provider, 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 Security Services Provider 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 security services standard appropriate to the cooperative.

## 4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Security Services Provider 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 Security Services Provider 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 Security Services Provider 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 Security Services Provider'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 Security Services Provider's offices for the purpose of inspecting the specified services and obtaining information as to the standing of the Security Services Provider.
- 5.2 Nothing in Clause 6 shall in any way release the Security Services Provider from any obligations under this Contract.

## **6. PAYMENT**

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

## **7. ASSIGNMENT**

- 7.1 The Security Services Provider shall not assign, in whole or in part, its obligations to perform under the Contract.

## **8. DELAYS IN THE SECURITY SERVICES PROVIDER'S PERFORMANCE**

- 8.1 Delivery and performance of Services shall be made by the Security Services Provider 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 Security Services Provider should encounter conditions impeding timely delivery and performance of services, the Security Services Provider 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 Security Services Provider 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 Security Services Provider 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 Security Services Provider 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**

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



### 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 Security Services Provider is (Name of the Security Services Provider)
- 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 Security Services Provider 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 Security Services Provider.

**Mr. Lorenzo Valino Jr.**  
**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

Security Services Provider:

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



**SECTION V. FORMS**

**TABLE OF FORMS**

<b>FORM NUMBER</b>	<b>TOPIC</b>	<b>PAGE NUMBER</b>
1	Bid	V - 1
2	Bid Security	V - 1
3	Power of Attorney	V - 3
4	Contract	V - 4
5	Acknowledgement	V - 7
6	Deviation Form	VI - 7
7	Acknowledgement Receipt	VI - 7



**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.

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 Security Services Provider under Invitation to 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**

**SECURITY SERVICE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this \_\_\_\_\_, 2024 by and between:

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

-and-

\_\_\_\_\_ -a duly licensed private security agency organized and existing under and by virtue of the laws of the Republic of the Philippines, with a principal place of business at Cabanatuan City, Nueva Ecija, herein represented by its General manager, CBN, hereinafter referred to as the “AGENCY”.

Both the CLIENT and AGENCY are collectively referred to as the “PARTIES”;

-WITNESSETH-

**WHEREAS**, the CLIENT has conducted public bidding to secure the services of a company that will provide security services to the NEECO II-Area 1 main office, Sub-stations, and District offices in Talavera, Munoz, Guimba, Quezon, Aliaga, Lupao, Sto. Domingo, Licab, Talugtug and Carranglan;

**WHEREAS**, the AGENCY, the winning bidder, is a licensed security agency that provides safeguarding and security protection to the buildings, properties, facilities, and surroundings, including all personnel within the premises of the CLIENT ;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and mutual covenants and stipulations hereinafter provided, the parties herein have hereunto agreed on the following terms and conditions, to wit:

1. The AGENCY shall provide security services to the CLIENT for a contract period of one (1) year, effective \_\_\_\_\_.
2. The AGENCY shall assign forty-eight (43) security personnel in 8-hour and 12-hour shifts per day as required and identified by the CLIENT. The AGENCY shall also provide a detailed tour of duty atleast one (1) week prior to deployment. All guards must be well-trained and with a certificate or duly licensed to perform their respective duties.
3. The AGENCY shall provide the necessary firearms (e.g. Cal. 38 and /or shot gun/s) and ammunition of the guards assigned to the CLIENT and must wear a complete uniform when on duty. A copy of Certificates/licenses of firearms issued shall be furnished to the CLIENT. The AGENCY shall also provide their assigned guards to the CLIENT with whistles, nightsticks, tear gas, communication radios, and raincoats, aside from their side arms. The AGENCY shall also provide at least one (1) hand-held metal detector and traffic vest for the guards assigned at the main office of the CLIENT.
4. The AGENCY shall safeguard the employees of the CLIENT, including the member-consumer owners and/or their representatives present within the premises of the CLIENT.



5. The CLIENT will pay unto the AGENCY the basic salary/minimum wage of \_\_\_\_\_ per day for each security guard as required by NWE/DOLE or Agencies/Associations for Security Guards, employer's contribution/premium to Social Security Services (SSS), Philhealth, Pag-Ibig, Employees Compensation Contribution (ECC), plus 13<sup>th</sup> month pay (which will be given every December of the year and the administrative fee of ten percent (10%) of the salary/wage earned by the security guard. The ten percent (10%) administrative fee of the AGENCY is subject to two percent (2%) expanded withholding tax as mandated by the Bureau of Internal Revenue (BIR);
6. The AGENCY shall protect and preserve the properties of the CLIENT against theft, pilferage, robbery, arson, trespass, vagrancy, and other criminal or unlawful acts punishable by law;
7. The AGENCY shall require the security guards to follow and enforce all written orders/instructions of the CLIENT or its authorized representative which may be issued from time to time, aside from other duties as normally required under R.A. 5487 pertinent to proper security of the CLIENT against theft, robbery, pilferage, arson, vandalism, and other unlawful acts by strangers or third persons.
8. The AGENCY shall assign a DETACHMENT COMMANDER, (*as chosen by the CLIENT*), that will supervise and monitor the security measures to be adopted by the security personnel to the CLIENT;
9. The AGENCY shall issue appointment and provide copy thereof to the CLIENT the assigned Safety officers of the AGENCY detailed to the CLIENT;
10. The CLIENT may request additional security guards if necessary, and shall be paid based on the above-cited salary/wage rate and schedule of payment;
11. The CLIENT shall have the right to request the replacement of any guard whose behavior, conduct, appearance, and performance are not satisfactory to the CLIENT.
12. The CLIENT shall, upon discovery, immediately report in writing or through telephone call to the AGENCY any compensable loss or damage arising from any of the circumstances mentioned in the immediately preceding paragraph.
13. The CLIENT, after thorough investigation to be conducted jointly by the AGENCY and the representative of the CLIENT, shall have the right to deduct from the billings of the AGENCY to the former the amount of loss or damage suffered by the CLIENT arising from the conditions stated in paragraph 5 of this agreement.
14. The AGENCY will post a Performance Security Bond in the amount of \_\_\_\_\_ equivalent to five percent (5%) of the Contract Price, which will be returned to the Agency after the expiration of this Contract;
15. The performance bond shall cause the reimbursement for any losses suffered by the CLIENT, caused by any incident of robbery, theft, or pilferage that happened within the premises of the CLIENT, and which have been caused by outsiders or other culprits.
16. The AGENCY shall assume no responsibility in case of loss or damage on the part of the CLIENT if such loss or damage is due to force majeure or fortuitous event.
17. The AGENCY shall be responsible in the remittances/payment of the premiums to the Social Security Services (SSS), Phil health, Pag-ibig, Employees Compensation Contribution (ECC) and other similar expenses by reasons of the personnel/worker's employment;
18. 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 25<sup>th</sup> day of the month. Otherwise, the CLIENT may hold the check payments due to the AGENCY that are collectible on the 25<sup>th</sup> day of the month;
19. The AGENCY also agrees to hold the CLIENT entirely free from any liability resulting from any claim that the former's security guards may file pursuant to the provisions of the Labor Code regarding Worker's Compensation, minimum wage and overtime pay including Social Security System Law, PHILHEALTH Acts and other existing Laws and Social Legislation.
20. The CLIENT shall require the AGENCY to furnish a bond equal to the cost of labor under contract, on condition that the bond will answer for the wages due the employees should the AGENCY, as the case may be, fail to pay the same.





21. The bidding documents which have been used in the public bidding shall be construed as part of this Contract, to wit: The Bid Form and the Price Schedule submitted by the Bidder (Annex “A”); The Invitation to Bid (Annex “B”); The Schedule of Requirements (Annex “C”); Performance Security (Annex “D”); Special Conditions of the Contract (Annex “E”); General Conditions of the Contract (Annex “F”); Terms of Reference (Annex “G”); Notice of Award (Annex “H”); and Notice to Proceed (Annex “I”)

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 hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

NUEVA ECIIJA II ELECTRIC  
COOPERATIVE, INC.-AREA1  
(NEECO II AREA 1)

SECURITY &  
INVESTIGATION AGENCY, INC.

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 for and in \_\_\_\_\_ Philippines, personally appeared the following persons with their respective proofs of identity, to wit: (1) Engr. Nelson M. dela Cruz, with \_\_\_\_\_ identification card No., issued on/at \_\_\_\_\_, valid until \_\_\_\_\_; and (2) \_\_\_\_\_ with \_\_\_\_\_ identification card No., issued on/at \_\_\_\_\_, valid until \_\_\_\_\_;

Both are known to me to be the same persons who executed and signed this Agreement for SECURITY SERVICES, and who acknowledged to me that the same are their free and voluntary acts and deeds, and that of the Corporation/Cooperative which they respectively represent.

This instrument is consisting of four (4) pages including this page in which the acknowledgment 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 2024



**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)

documents for the **Security Services Provider** 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: \_\_\_\_\_



### VI. TECHNICAL SPECIFICATION

#### TABLE OF CLAUSES

CLAUSE NUMBER	TOPIC	PAGE NUMBER
I	Minimum Qualifications of Security Guards	VI-1
II	Minimum Security Equipment Required	VI-1
III	Security Plan	VI-1
IV	Organizational Structure	VI-3
V	Security Guards Assignments / Tour of Duties	VI-3
VI	Operating Policies and Procedures	VI-3
VII	Duration of the Contract	VI-11
VIII	Additional Requirements based on IMS	VI-11



### **I. Minimum Qualifications of Security Guards**

The Security Guards shall have the following minimum qualifications:

- a. Must be between 21-45 years old
- b. Must be at least high school graduate
- c. At least 5'4" tall
- d. Has undergone Pre-licensing Training Programs for new recruits or Refresher Training Programs for security guards with more than one year experience.
- e. Physically and mentally fit
- f. Of good moral character and reputation supported with NBI Clearance
- g. Knows how to deal pleasantly and courteously with personnel, clients and the general public, supported with a Certification from the Security Agency

### **II. Minimum Security Equipment Required**

1. Valid Licensed Service Firearms with ample live ammunitions
2. Hand-held communication radio (two-way radio) with extra battery pack and battery charger and 1 unit mobile communication radio that will serve as base radio.
3. At least 1 hand-held metal detectors (for coop's main office)
4. Flashlights with batteries
5. Night Stick
6. Raincoats
7. Whistle
8. Big umbrellas
9. Traffic vest for the guards at the main gates
10. Truncheon
11. Other tools and equipment

### **III. Security Plan**

#### MISSION

To conduct comprehensive security operations for the protection of NEECO II-Area 1 officials, personnel, visitors and properties against assault, arson, mischief, pilferage, robbery, sabotage, terrorism and theft, including safety measures and



response to prevent and minimize loss or damage from calamities and civil disturbance.

### OBJECTIVES

- a. To undertake security measures for total protection of NEECO II-Area 1 officials, personnel and properties against theft, sabotage, arson, pilferage, robbery and other unlawful acts.
- b. To undertake other security operations such as traffic/crowd control and respond to emergencies (man-made or natural).
- c. To undertake preventive measures that will deter unauthorized individuals from entering the NEECO II-Area 1 compound, district offices, and substations.
- d. To enforce existing NEECO II-Area 1 security rules and regulations on personnel.
- e. To perform other operations as deemed necessary by NEECO II-Area 1 management

### CONCEPT OF IMPLEMENTATION

- a. Security Services Provider will provide the security force with the minimum equipment required under the bidding rules and other equipment deemed necessary in the effective implementation of security policies, rules and regulations of NEECO II-Area 1.
- b. Security Services Provider will also provide the daily time record (DTR), other logistical supplies such as logbooks, uniforms and paraphernalia.

### ADMINISTRATION

- a. The Security Services Provider shall provide the Organizational Structure of its security force
- b. The Security Services Provider shall provide the Minimum Security Equipment as stated under Section II of this provision.
- c. The Security Services Provider shall deploy security guards in NEECO II-Area 1's Main Office, district offices, substations and any other facilities and sub-offices of the cooperative.
- d. Operating Policies and Procedures
- e. Regular Monthly meeting with NEECO II-Area 1 or as necessary



#### IV. Organizational Structure

The Security Services Provider shall provide its organizational structure of the security force for verification and confirmation of NEECO II-Area 1.

#### V. Security Guards Assignment/Tour of Duties

NEECO II-Area 1 Security guards requirements for duties and assignments are as follows:

No. of Guard	Designation	Hours Required	No. of days per year
1	Talugtug District Office	10	261
1	Sto. Domingo District Office	10	261
2	Quezon Substation	12	395
1	Quezon Substation-reliever		
1	Quezon District Office	10	261
2	Munoz Substation	12	395
1	Munoz Substation-reliever		
2	Munoz District Office	10	261
2	Lupao Substation	12	395
1	Lupao Substation-reliever		
1	Lupao District Office	10	261
1	Licab District Office	10	261
2	Guimba Substation	12	395
1	Guimba Substation-reliever		
2	Guimba District Office	10	261
2	Aliaga Substation	12	395
1	Aliaga Substation-reliever		
2	Aliaga District Office	10	261
2	Talavera District Office	10	261
2	Talavera Substation	12	395
1	Talavera Substation-reliever		
1	Carranglan District Office	10	261
6	Main Office Gate	12	395
1	Main Office Detachment Commander	12	395
2	Main Office Calibration/Warehouse (Night Shift)	12	395
1	Main Office Calibration/Warehouse (Day Shift)	12	395
1	Main Office Lobby	10	261

#### VI. Operating Policies and Procedures

This operating policies and procedures of the Security Guards are hereunder grouped into functions, duties and responsibilities, place of assignments, number of hours of duties, equipment requirements, and actions to be followed in times of natural and man-made disasters.



### 1. DETACHMENT COMMANDER

- Has over-all responsibility of the members of the security force in NEECO II-Area 1.
- Provide leadership and direction for all Security Guards.
- Responsible to the NEECO II-Area 1 management for the implementation of all rules and regulations relevant to security matters.
- Monitor the performance and efficiency of guards and recommend the relief of misfits.
- Conducts inspection and visits posts within the Area of Responsibility (AOR).
- Serve as liaison between the NEECO II-Area 1 and the Security Agency.
- Prepare and submit special reports of unusual incidents.
- Submit and prepare guard detail order and monthly security report and conditions of secured properties.
- Advise NEECO II-Area 1 officials concerned regarding measures to be undertaken to improve the security of the building premises.
- Conduct Troop Information and Education to all guards once a month or as the need arises.
- Perform other duties as NEECO II-Area 1 and/or the security agency may direct.

### 2. ENTRANCE/EXIT GATE/PARKING GUARDS

- Control flow or traffic and direct drivers to park vehicles properly in designated parking areas.
- Safeguard and protect parked vehicles from pilferage of accessories and other attachments.
- Not allow NEECO II-Area 1 vehicles to leave the compound without necessary trip ticket and gate pass duly signed by the authorized signatory.
- Maintain a logbook on the arrival and departure of NEECO II-Area 1 vehicles.
- Control the parking of vehicles of visitors to the designated parking area. Employee's vehicles shall be allowed entry and to park in the designated area. When departing, however, their vehicles shall be subjected to inspection as NEECO II-Area 1 vehicles.
- Enforce all existing NEECO II-Area 1 security rules and regulations (to be discussed by the NEECO II-Area 1 Security Officer).



- Switch-off all necessary perimeter security lights within area of his responsibility during nightfall.
- Submit reports of any unusual incidents.
- Perform other duties as NEECO II-Area 1 and/or the security agency may direct.

### 3. MAIN BUILDING/DISTRICT OFFICE/SUBSTATION GUARDS

- Enforce NEECO II-Area 1 rules and regulations.
- Screen visitors with utmost courtesy and guide them to the office they desire to transact business. Also notify by phone the official or employee to be visited.
- Issue a visitors pass in exchange of a current and valid government issued identification card.
- Advise all visitors and employees to pin their ID while inside the building.
- Prohibit individuals or groups from loitering in the lobbies or building entrances.
- Prohibit vendors or solicitors from entering the office during office hours.
- Inspect thoroughly using metal detector all bags, packages and attaché case hand carried by visitors.
- Maintain a logbook for visitors and a separate logbook for office personnel.
- Conduct intense inspection and proper recording/monitoring of movable equipment in the office.
- Conduct inspection of all offices inside the building after office hours to switch off and/or unplug all electrical equipment and appliances left by employees.
- Be familiar with the fire alarm system as well as the location of fire-fighting apparatus.
- Submit reports on any unusual incidents.
- Perform other duties as NEECO II-Area 1 and/or the security agency may direct.

### 4. COMPOUND/BUILDING SECURITY ACCESS SYSTEM

Secure all main entry/exit doors and gates during and after office hours in order to prevent entry of people carrying deadly weapons, explosive, toxic chemicals, contraband items, prohibited drugs and other harmful materials to prevent





pilferage and any property destruction.

- A. Check entry of packages, boxes, equipment, firearms and other deadly weapons, etc., to prevent destruction or loss of lives and properties (e.g. bombs).

For hand-carried items:

The guards shall:

- a. Monitor by using metal detector and frisk suspicious looking people of deadly weapons, explosives, contraband items, prohibited drugs and other harmful substances.
- b. Inspect all bags and parcels to ensure that no deadly paraphernalia brought inside the compound.
- c. Inspect the surroundings for suspicious objects which do not belong to the ground.
- d. Require individuals possessing firearms to leave/deposit the firearm to the security guard after issuing a deposit slip.
- e. Turn over to the nearest police station individuals who are found possessing deadly or other harmful materials and/properties.
- f. Call the recipient of the delivery boxes to confirm whether or not he/she is expecting delivery boxes/properties.

For vehicles of visitors, clients and employees:

- a. Maintain a record of departure and arrival of vehicle within client premises. The record will indicate the plate number, time-in and out, the name of the driver and company.
  - b. All vehicles entering the compound will be subject to thorough inspections. The guard will require the vehicle owners to open its compartment for inspection if there are illegal contraband items onboard, and if there is such, initiate arrest.
  - c. Direct the inward and outward flow of traffic and apply existing parking regulations.
  - d. Visitors who refuse to subject his vehicle for inspection shall be denied entry.
  - e. The guards at the entrance gates must be equipped with the under-chassis mirror for inspection under the vehicle.
- B. Record entry of packages (except food items), boxes, equipment, firearms and deadly weapons

The guard shall:



- a. Maintain a record of visitor's logbook within its post. The logbook will indicate the name of the visitors, company/residence address, purpose of visit, signature and time in/out.
  - b. Verify with the recipient of delivered boxes if he is expecting any delivery.
- C. Safekeeping of the deadly weapons
- a. Individuals found in possession of deadly weapons will be subject for investigation. If he is authorized by law, the owner will deposit the firearms/weapons to the guard and the duty guard will issue a deposit slip indicating the name of the owner, model/type/caliber of firearm, date & time in/out. When the owner needs to leave the compound he/she must surrender the deposit slip to the guard to retrieve his weapons/firearms.
  - b. Individuals in possession of deadly weapons who are found unauthorized by law will be apprehended and turned over to the nearest police station.
- D. Check exit of package, boxes, equipment, firearms, and deadly weapons.

Hand-carried NEECO II-Area 1 property brought out of the compound shall be accompanied with property pass slip signed by the authorized NEECO II-Area 1 property officer.

- a. Guards shall deny the pull-out of the NEECO II-Area 1 property that is not covered by pass slip.
- b. Guards must inspect and ensure that the property being brought out are indicated in the property slip or gate pass. They will record the name/kind of the equipment including the serial number, person responsible, time and date. Sealed boxes brought outside the complex will be required for inspection.

#### Inside vehicle

- a. The gate guard will require the owner of every vehicle intending to leave the area to open its trunk compartment. If NEECO II-Area 1 property is found on board, pass slip or gate pass shall be required.

#### 5. MAINTAIN A LIST OF NEECO II-AREA 1 OFFICIALS WHO ARE AUTHORIZED TO ISSUE ACCESS PASSES/AUTHORITY

- a. Every guard post will be provided with a list of NEECO II-Area 1 officials who are authorized to sign the property pass. The list shall contain the signature of the authorized representative for comparison with the submitted gate pass of the concerned party.



- b. If the gate pass is found suspicious, the guard shall verify with the signatory if he issued such gate pass to the specified person.
6. CHECK ENTRY OF INDIVIDUALS FOR PROPER IDENTIFICATION
    - a. NEECO II-Area 1 employees who are issued NEECO II-Area 1 ID cards upon employment shall wear them at all times.
    - b. Employees who do not have their ID cards must be advised to secure NEECO II-Area 1 ID.
    - c. Strict implementation of “NO ID. NO ENTRY” system on all gates and entrances of NEECO II-Area 1 for security purpose shall be imposed.
    - d. Visitors are required to present/show valid identification, such as school or office ID, voters ID, etc. before signing in on the logbook. Then they are required to leave their personal ID in exchange of a Visitor’s pass which they will wear while inside the compound.
    - e. Direct/guide lost visitor and other non-organic personnel who transacted business within the compound.
    - f. All guards at the entrance and exit areas, shall maintain a logbook or log sheets for visitors. Logbooks must be kept in the security office, and shall be made available when asked for verification purposes.
  7. CHECK ENTRY OF VISITORS WITH VEHICLES
    - a. A control on the number of vehicles entering will be implemented to avoid congestion. The guard shall require the owner or driver of the vehicle to leave his license to the guard at the entrance gate. The guard will record the owner’s name including the name, type of vehicle, time in and out. Upon leaving the compound the driver’s license shall be returned.
    - b. A record of arrival and departure of vehicle will be kept in the possession of the security detachment commander and be made available for verification when the need arises.
    - c. The guard on duty must properly control and direct the entrance of any vehicle parked within the prescribed parking area operated by the management into designated areas, such as restricted or administrative parking area. Designated parking areas shall be marked and lighted. Loading and unloading operations shall be supervised by guards to assure that unauthorized material or person enter/leave the building premises.
    - d. The guard shall direct the inward and outward flow of traffic and employ existing parking regulations. He must also direct traffic at the parking area to avoid congestion.
  8. CHECK ENTRY OF SERVICE PERSONNEL OR CONTRACTORS FOR PROPER ID, DECORUM AND AUTHORIZATION



- a. Monitor the entry of contractor's personnel working inside the NEECO II-Area 1 compound.
  - b. Require the contractor's personnel to present his authority i.e. request for repair in order for the guards to verify the veracity of the request by conforming with the issuing official.
  - c. When contractual repairs are being undertaken, employees of the contractor must be accompanied at all times by the client representative while performing the repairs.
  - d. Personal belongings of these contractor employees shall be inspected when entering and departing the area
9. MONITOR RETURN OF PASSES ISSUED AND CHECK THE WHEREABOUTS OF PERSONS TO WHOM PASSES WERE ISSUED

The visitor's tag and the pass slip and/or written authority are to be returned to the issuing guard at the time the visitors leave the NEECO II-Area 1 compound.

10. REGULARLY CHECK PERSONS INSIDE THE COMPOUND FOR PROPER ID AND DECORUM

Direct/Guide lost visitors and other non-organic personnel who transacted business with NEECO II-Area 1.

11. EMERGENCY PLAN

Security personnel are enjoined to act during disaster whether man-made or natural calamity including but not limited to Fire, Bomb Threat, Typhoons, Earthquakes, Reported loss and incident of theft/robbery case, Traffic plan for normal, official coop events, and emergency situation.

### OTHER SERVICES

The security agency on its account shall provide additional services to the NEECO II-Area 1 and its district offices, substations and other sub-offices, free of charge, namely:

1. Nightly inspection of the guards on post by designated agency inspectors;
2. Investigate reports on security agency personnel irregularities in connection with their service/work, including investigation on reported losses. This task is handled by agency investigator duly accredited by the PNP-SAGSD;
3. A bi-monthly Troop Inspection and Education (TIE) of the security guards to acquaint them on policies, rules and regulations of NEECO II-Area 1;
4. In-service training program and re-training of security personnel, especially on the four basic rules of gun handling.



5. The security specialist of the security agency will also conduct a regular Security Risk Assessment aside from the risk assessment of the detailed Detachment Commander to evaluate the existing security measures and provide recommendations in case there is a need to change the security system;
6. In coordination with the law enforcement agencies a continuous intelligence networking by soliciting/gathering information within the areas to detect any criminals operating;
7. Other security gadgets/equipment which the NEECO II-Area 1 may require to meet the growing needs.

On-the-job training by the guards at all stations, two (2) days prior to take over from the outgoing security guards and agency. The OJT guards shall stand side by side with the guards of the outgoing agency to familiarize themselves with the security rules and procedures of NEECO II-Area 1 and to prevent possible sabotage.

### VII. Duration of Contract

The duration of the contract to be bid shall be from \_\_\_\_\_. The Service Provider/Contractor should maintain a satisfactory level of performance throughout the term of the contract based on the Performance Criteria set by NEECO II-Area 1.

### VIII. ADDITIONAL REQUIREMENTS BASED ON IMS

COMPLIANCES	
1	Retirement Benefits
2	Group Accident/Health Insurance
3	Fire Arms License (how many)
4	Fire Arms Permit to Carry (Individual)
5	Security Guard License (Individual)
6	Safety Officers
7	Service Incentive Leave (5 days)
8	First Aid Training
9	Separation Pay (Retirement Pay, Bonus & all Monetary benefits)
10	Issued safety tools and equipment
11	Radio Control App (License)
12	NFCC as per DO15016
13	Standard Computation of DOLE for total Contract Cost
14	Employment Contract
15	Allowances (JOVI-uniform allowance/other allowance(security officer) (TWINSTAR- Supervisor, and OIC Allowance, Free issuance of uniform)
16	Leave Benefits (Twinstar-VL Pay)
17	Certificate of Pending or No Pending Labor Standard Violation issued by NRRC and DOLE
18	Copy of actual remittance (NEECO2 AREA1) (SSS, PHILHEALTH, PAG-IBIG)
19	Copy of Payroll Registry (NEECO 2 AREA1)
20	Annual Income Tax Return
21	Audited Financial Statement
22	Neuro and Drug Test