



**INVITATION TO BID**  
**NO. NE II-A1-2025-16**  
**Manpower Services Provider**  
**One (1) year Contract**

GENERAL OVERVIEW

This tender document is developed for the Manpower 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. 03-29-25, Series of 2025. 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) BIR FORM 2303 Certificate of Registration
- 4) 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
- 5) Compliance with E.O. # 398
  - a. Proof of VAT Payments for the past 6 months or the last 2 quarters
  - a. Tax Clearance from the BIR to Prove Bidder’s Full and Timely Payment of Taxes to the Government
  - b. 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) Certificate of Good Standing from previous clients
- 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) 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.

### NEECO II-AREA 1’S INVITATION TO BID

The Bids and Awards Committee (BAC) hereby invites eligible bidders to participate to the foregoing procurement activities based on Board Resolution Nos. 03-29-25 and 03-30-25, Series of 2025 and approved Annual Procurement Plan.

| ITB NO.          | PROCUREMENT ACTIVITY                             | ABC<br>(VAT Inclusive)<br>(Php)                          | SOURCE OF FUND    | NON-REFUNDABLE BID DOCS | NON-REFUNDABLE ACCREDITATION FEE<br><i>(1 PAYMENT is valid for all biddings, for a period of 1 year)</i> | START POSTING OF BID DOCS OF OFFICIAL WEBSITE: | OF BID IN | VIRTUAL (VIA ZOOM) PRE-BID CONFERENCE | DEADLINE FOR ACCREDITATION/ SUBMISSION OF ELIGIBILITY REQUIREMENTS | DEADLINE FOR BID SUBMISSION AND OPENING<br><br>VENUE: TEOFILO VILLANUEVA HALL | COMPLETION/ DELIVERY SCHEDULE        |
|------------------|--|--|-------------------|-------------------------|--|--|-----------|---------------------------------------|--|---|--------------------------------------|
| NE-II-A1-2025-16 | Manpower Services Provider One (1) year Contract | 30 Employees Rates subject to Prevailing DOLE Wage Order | RFSC/General Fund | 5,000                   | 5,000  | April 9, 2025                                  |           | April 16, 2025 8:30am                 | April 30, 2025 at 12:00nn  | May 2, 2025 at 8:30AM   | November 1, 2025 to October 31, 2026 |
| NE-II-A1-2025-17 | 1 set Three-Phase Relay Tester                   | 2,550,000.00   | RFSC/General Fund | 5,000                   | 5,000  | April 9, 2025                                  |           | April 16, 2025 10:30am                | April 30, 2025 at 12:00nn  | May 2, 2025 at 10:30AM  | 3 <sup>rd</sup> quarter of 2025      |

Participating bidders must be accredited by this Cooperative and passed the Eligibility Requirements as provided in the Bidding Documents posted in the Coop’s Official Website. A Php5,000.00 shall be paid as Accreditation fee which shall be valid for a period of one (1) year. 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 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 and warranty (preferably atleast 2 years). 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 preferably in the form of Manager’s check is mandatory**, which is to be returned immediately after the bid awarding.

NEECO II – Area 1 reserves the right to reject any or all bids, to waive any formality or technicality therein, to accept the bid that is deemed most advantageous and to annul the bidding process without incurring any liability to any bidder or party. Finally, NEECO II – Area 1 assumes no obligation to compensate any bidder or party for any loss or expense incurred in the preparation of the bid or participation in the bidding process.  
For further inquiries, you may call (044)-411-1007 local 110 and/or email at [bac\\_neeco2area1@yahoo.com.ph](mailto:bac_neeco2area1@yahoo.com.ph) and look for Ms. Set Pauline Feliciano-Sarmiento.

**Ms. Maribeth U. Barrios**  
BAC Chairman

**Engr. Nelson M. Dela Cruz**  
General Manager



SECTION II. INSTRUCTION TO BIDDERS

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### 1. SOURCE OF FUNDS

- 1.1 The Nueva Ecija II Electric Cooperative, Inc.- Area 1 (NEECO II Area 1) funded through its General Fund, the **Manpower Services Provider** which are made available through Board Resolution No. 03-29-25 Series of 2025.
- 1.2 NEECO II Area 1 requires that bidders and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy;
  - a. will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - b. will recognize a contractor as ineligible, for a period determined by the NEECO II Area 1, to be awarded a contract if it at any time determines that the contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract.

### 2. SCOPE OF BID

- 2.1 The Nueva Ecija II Electric Cooperative, Inc.- Area 1 (hereinafter referred to as "**the Cooperative**") wishes to receive bids for Manpower 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 manpower 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 Manpower 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:
  - a. The bidder shall complete an original and a copy of the Bid Form and the appropriate Price Schedules furnished in the Bidding Documents, in accordance with Clauses 14 and 15;
  - b. documentary evidence establishing, in accordance with Clause 16, that the bidder is eligible to bid for the manpower 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.
- 13.2 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on any account except as provided for in Clause 3 and 15.1 of the General Conditions of Contract, or if applicable, adjustment

authorized in accordance with the price adjustment provisions specified in Clause 11 of the Special Conditions of Contract.

**14. CURRENCIES OF BID AND PAYMENT**

- 14.1 The unit rates and the prices shall be quoted by the bidder in Philippine Peso for those inputs to the Works which the bidder expects to supply from within the Philippines.
- 14.2 Payment of the contract price shall be made in the currency in which the bid price is expressed in the bid of the successful bidder.

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

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

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

- 16.1 The documentary evidence of the bidder's qualifications to perform the Contract, if its Bid is accepted, shall establish to the Purchaser's satisfaction prior to award of Contract:
  - (a) that the bidder has the financial, and technical capability necessary to perform the Contract;

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

- 17.1 The documentary evidence of the Services' conformity to the Bidding Documents maybe in the form of literature and data, and shall furnish:
  - a. a detailed description of the Services' essential technical and performance characteristics;
  - b. a list, giving full particulars, including available affiliated institutions necessary for the proper and continuing delivery of manpower services for a period of at least one (1) year); and
  - c. a clause-by-clause commentary on the specifications, demonstrating the Services' responsiveness to those Specifications or a statement of deviations and exclusions of the provisions of the Specifications.
- 17.2 The Bidders shall furnish evidence that the Services offered are of acceptable quality and standards including but not limited to the number of years in manpower services industry, and the number of clients that have been served in which operations satisfied the end users for years.

**18. BID SECURITY**

- 18.1 **The bidder shall furnish, as part of its bid, a bid security equivalent to two percent (2%) of the Total ABC;**
- 18.2 **The bid security shall be in form of a Manager's Check**
- 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 initialled 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 initialled by the person or persons signing the Bid.

**22. SEALING AND MARKING OF BIDS**

- 22.1 The bidder shall seal the original and the copy of the Bid in an inner and an outer envelope duly marking the envelopes as "original" and "copy".

- 22.2 The inner and outer envelopes shall:
- a. be addressed to the Cooperative at the following address  
  
Ms. Maribeth U. Barrios  
BAC Chair  
Nueva Ecja II Electric Cooperative, Inc.- Area 1  
Calipahan, Talavera, Nueva Ecija; and
  - b. bear the words **“INVITATION TO BID No. NE II-A1-2025-12, Manpower Services Provider”** and the words **"DO NOT OPEN BEFORE May 2, 2025 at 8:30AM"**.
- 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 **May 2, 2025 at 8:30AM**.
- 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 1:00 o'clock in the afternoon of May 2, 2025 at 8:30AM. 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 Manpower 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 Manpower 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 Manpower 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 Ecja II Electric Cooperative, Inc. Area 1
- (f) "The Contractor" means the individual or firm providing the services under this Contract;

## 2. APPLICATION

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

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

## 3. STANDARDS

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

## 4. USE OF CONTRACT DOCUMENTS AND INFORMATION

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

## 6. PAYMENT

- 6.1 The method and conditions of payment to be made to the Manpower 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 Manpower Services Provider under this Contract shall be specified in the Special Conditions of Contract.

## 7. ASSIGNMENT

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

## 8. DELAYS IN THE MANPOWER SERVICES PROVIDER'S PERFORMANCE

- 8.1 Delivery and performance of Services shall be made by the Manpower 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 Manpower 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 Manpower 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 Manpower 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 Manpower 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

| CLAUSE<br>NUMBER | TOPIC                  | PAGE<br>NUMBER |
|------------------|------------------------|----------------|
| 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

- 2.1The Cooperative is Nueva Ecija II Electric Cooperative, Inc.- Area 1
- 2.2The Manpower Services Provider is (Name of the Manpower Services Provider)
- 2.3EC 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:

- 4.1in the case of a dispute between the Cooperative and the Manpower 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 Manpower Services Provider.

Ms. Maribeth U Barrios

BAC Chair

Nueva Ecija II Electric Cooperative, Inc- Area 1. (NEECO II Area 1)

Calipahan, Talavera, Nueva Ecija

Philippines 3114

Tel./Fax 044 411 1007

e-mail: bac\_neeco2area1@yahoo.com.ph

Manpower Services Provider:

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



SECTION V. FORMS

TABLE OF FORMS

| FORM<br>NUMBER | TOPIC                   | PAGE<br>NUMBER |
|----------------|-------------------------|----------------|
| 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 Ecja II Electric Cooperative, Inc. Area-1  
Calipahan, Talavera  
3114 Nueva Ecja

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 Manpower Services Provider under Invitation to Bid No. NE-II-A1-2025-12.
- 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

MANPOWER SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS

This Contract entered into this \_\_\_\_th day of \_\_\_\_\_, 2025 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, Engr. Nelson Dela Cruz, herein referred to as the “COOPERATIVE”;

-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 “AGENCY”;

WITNESSETH

1. That the AGENCY is duly licensed and engaged in business as an independent agency which will provide manpower services to the COOPERATIVE on a contractual basis to perform job assignment to help the COOPERATIVE carry out its mandate;
2. The AGENCY agrees and binds itself to fully and faithfully provide for its accounts all provisions necessary in the completion the s contract effective \_\_\_\_\_ and shall continue to be in full force for a period of \_\_ ( ) years unless terminated earlier by either party in writing, if the Cooperative is not satisfied with the performance of the AGENCY;
3. That, the COOPERATIVE, with Board Resolution No. \_\_\_\_\_, Series of 2025 conducted public bidding for the and awarded the outsourcing of Manpower Agency to \_\_\_\_\_ as the evaluated Lowest Calculated Responsive Bidder;
4. That, as per recommendation of the BAC which was duly approved by the Board of Directors under Board Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, the COOPERATIVE awarded the contract 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. As required by the COOPERATIVE, the AGENCY shall absorb the existing contractual employees of the COOPERATIVE.
2. The COOPERATIVE agrees to pay the AGENCY the monthly billings submitted by the AGENCY in accordance with the prevailing rates set by the Department of Labor and Employment (DOLE) inclusive of the statutory deductions on salaries/wages such as SSS, Philhealth, Pag-ibig, ECC as well as the applicable Value Added Tax and other Taxes.
3. Prior to the release of each payment, the AGENCY shall submit as attachment to their monthly billings the following:
  - a. Certification under oath by the President of the AGENCY or his/her duly authorized representative which shall attest that
  - b. The personnel assigned to the COOPERATIVE by reason of this Contract have been fully paid their salaries and wages, overtime and allowances for the preceding month in accordance with this Contract, including any adjustment thereof;
  - c. All premiums/sums due to SSS/Philhealth/Pag-ibig and such other government agencies have been duly remitted by the AGENCY to the agencies concerned and,
  - d. The Agency Personnel have no claim for any deficiency in their wages and benefits from the AGENCY;
  - e. For this purpose , the AGENCY shall furnish the COOPERATIVE a copy of the monthly payroll of all personnel to be attached to billings;
  - f. Proof of payment to SSS (i.e. form R3, R5 and SBR), /Philhealth/Pag-ibig
4. The Agency Personnel shall receive a minimum daily wage of \_\_\_\_\_ Philippine Currency;
5. The Cooperative shall have the right to request for the replacement of any guard whose behavior, conduct, appearance and performance are not satisfactory to the Cooperative;
6. The AGENCY shall be entitled to an administrative fee of percent ( %) of the Total Amount Paid to Agency Personnel and Government as provided for in Annex "A."
7. The AGENCY guarantees that each Agency Personnel shall be paid with the rate not lower than what is stipulated in this Contract plus the other benefits that the AGENCY agreed to pay the Agency Personnel as provided In this Contract, as well as those provided for in the Labor Code and other existing labor or social legislation. The non-compliance by the AGENCY of the foregoing, as well as its failure to remit and pay what is due to SSS/Philhealth/Pag-ibig and such other government agencies shall cause the termination of this Contract;
8. The AGENCY shall at all times retain control and supervision over the Agency Personnel assigned to the COOPERATIVE. The COOPERATIVE may give instructions to the Agency Personnel only for the purpose of achieving the ends or desired results of the work or project to which the Agency Personnel is assigned. The exercise by the COOPERATIVE of this authority shall not be deemed or interpreted as a relinquishment by the AGENCY of its powers or status as employer of the Agency Personnel. The COOPERATIVE may allow the Agency Personnel to sit in/attend seminars/trainings conducted by the COOPERATIVE relevant to the Agency Personnel's work/assignment, free of charge.
9. 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)  
MANPOWER AGENCY

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 ECIJA }

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

PROOF OF IDENTITY PLACE/DATE ISSUED/EXPIRY

- 1.       NELSON DELA CRUZ
- 2.
- 3.

who are known to me to be the same persons who executed and signed the Contract for the Manpower Agency , 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 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 **Manpower 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<br>NUMBER | TOPIC                   | PAGE<br>NUMBER |
|------------------|-------------------------|----------------|
| I                | Technical Specification | VI-1           |

I. Duration of Contract

The duration of the contract to be bid shall be from November 1, 2025 to October 31, 2026. The Manpower Service Provider/Agency should maintain a satisfactory level of performance throughout the term of the contract based on the Performance Criteria set by NEECO II-Area 1.

II. ADDITIONAL REQUIREMENTS BASED ON IMS

| COMPLIANCES |   |
|-------------|---|
| 1           | Retirement Benefits   |
| 2           | Group Accident/Health Insurance   |
| 3           | Safety Officers   |
| 4           | Service Incentive Leave (5 days)  |
| 5           | Separation Pay (Retirement Pay, Bonus & all Monetary benefits)                        |
| 6           | Standard Computation of DOLE for total Contract Cost                                  |
| 7           | Employment Contract   |
| 8           | Allowances  |
| 9           | Leave Benefits  |
| 10          | Certificate of Pending or No Pending Labor Standard Violation issued by NLRC and DOLE |
| 11          | Copy of actual remittance (SSS, PHILHEALTH, PAG-IBIG)                                 |
| 12          | Copy of Payroll Registry  |
| 13          | Annual Income Tax Return  |
| 14          | Audited Financial Statement   |

Rates

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