NE-II-A1-2026-47

# Uprating from 10MVA to 20/25MVA Power Transformer of Aliaga Substation

NEECO II - AREA 1
NUEVA ECIJA II ELECTRIC COOPERATIVE, INC. - AREA 1
Calipahan, Talavera, Nueva Ecija
wwww. neeco2area1.com
neeco2_area1@yahoo.com.ph
(044) 411-1007 loc. 117

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 No.09-15-26,09-06-26,09-07-26,09-08-26 Series of 2026 and approved Annual Procurement Plan.

| ITB NO. | PROCUREMENT ACTIVITY | ABC (VAT Inclusive) (Php)<br><br>SOURCE OF FUND: RFSC/General Fund | NON-REFUNDABLE BID DOCS | VIRTUAL (VIA ZOOM) PRE-BID CONFERENCE | DEADLINE FOR BID SUBMISSION AND BID OPENING (IN-PERSON BID OPENING)<br><br>VENUE: NEECO II-AREA 1 MAIN OFFICE | COMPLETION/ DELIVERY SCHEDULE |
|---|---|---|---|---|---|---|
| NE-II-A1-2026-45 | Replenishment of Line Hardware Materials | 7,300,000.00 | 10,000 | October 6, 2026<br>9:30 AM | October 20, 2026<br>9:30 AM | Last quarter of 2026 |
| NE-II-A1-2026-46 | Construction of Tie line of Aliaga and Quezon substation from Poblacion Aliaga to La Purisima | 9,350,652.93 | 10,000 | | | Last quarter of 2026 |
| NE-II-A1-2026-47 | Uprating from 10MVA to 20/25MVA Power Transformer of Aliaga Substation | 37,900,000.00 | 25,000 | October 6, 2026<br>2:00 PM | October 20, 2026<br>2:00 PM | 1st- 2nd quarter of 2027 |
| NE-II-A1-2026-48 | Supply, Delivery, Installation, Testing and Commissioning of 30/37.5MVA Power Transformer for Sto. Domingo Substation | 45,500,500.00 | 25,000 | | | 1st-2nd quarter of 2027 |
| NE-II-A1-2026-49 | Supply, Delivery, Installation, Testing and Commissioning of 69kV/15kV Outdoor/Indoor Protection Equipment for Sto. Domingo Substation and its related Appurtenances | 33,407,374.00 | 25,000 | | | 1st-2nd quarter of 2027 |
| NE-II-A1-2026-50 | Civil Works for Sto. Domingo Substation | 8,405,426.00 | 10,000 | | | 1st-2nd quarter of 2027 |

Participating bidders must be accredited by this Cooperative and passed the Eligibility Requirements as provided in the Bidding Documents which shall be posted on September 7, 2026 in the Coop's Official Website. **Online Accreditation for the aforementioned bidding shall be until October 5, 2026.** A non-refundable **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 Interested bidders shall also submit Letter of Intent (LOI) and personally pay bid docs fee for the lot they will be participating. Only bidders who 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 to be downloaded by the bidders.

Sealed proposals shall be submitted in three (3) sealed envelopes clearly marking as "Original Bid", "Copy of Bid" and "Electronic/Soft Copy" with the name of the project to be bidded 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 and/or text message 0975-0974-122 and look for Ms. Set Pauline Feliciano-Sarmiento.

**Engr. Jeffrey C. Cudapas, MEnM**
BAC Chairman

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**GENERAL OVERVIEW**

This tender document is developed for the 2026 Uprating from 10MVA to 20/25MVA Power Transformer of Aliaga Substation. It is financed by the Approved Cash Operating Budget (COB) RFSC/General Fund and made available to Nueva Ecija II Electric Cooperative, Inc.-Area 1 (NEECO II AREA-1). This ITB consists of:

- the invitation to bid;
- the necessary instruction to bidders;
- the general and special conditions of the policy/contract;
- the bid forms and pro-forma contract;
- the Terms of Reference

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CHECKLIST OF ELIGIBILITY REQUIREMENTS

**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 Value Added Tax Registration (BIR FORM 2303 Certificate of Registration)
4) Omnibus Sworn Statement Affidavit
5) Compliance with E.O. # 398
   a. Proof of VAT Remittances for the last 6 months or the last 2 quarters
   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

**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. Statement identifying the bidder's single largest completed contract to be bid for the last five (5) years as provided in the bidding documents. Should be equivalent to 25% of the ABC.

2) PCAB License (Philippine Contractor's Accreditation Board) for Infrastructure Projects

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

1) Complete set of Audited Financial Statements, stamped "received"or email confirmation by the BIR for the preceding calendar year, which should not be earlier than 2 years from the date of bid submission.

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) should be equal or more than the ABC 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 the amount set by the procuring entity, which shall be at least equal to 10% of the 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

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

1) Certificate of Good Standing of the bidder issued by the bidder's previous clients (atleast 3 previous clients)
2) Letter of Authorization from the manufacturer to the Bidder/Trader to offer their material or equipment
3) Letter of Authorization from the Local Agent to the Bidder
4) Contracts/Memorandum of Agreement of the Bidder with their Manufacturer
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

**BID PROPOSALS (ENVELOPE 2)**

TECHNICAL PROPOSAL (FOLDER 1)

1) Bid Security as to form, amount and validity period
2) Authority of the Signatory/Power of Attorney
3) Confirming Statement of Delivery Schedule
4) Gantt Chart/Program of Works
5) Confirming Statement on Warranty Being Offered
6) Details of Technical Specification
7) Bidders' list of manpower to be assigned to the contract which includes number of workers and their names
8) Profiles of Key Personnel such as but not limited to Project Manager,Project Engineer, Material Engineer, Safety Officers and Foreman to be assigned to the project which includes their Name, Licenses, Education and Experiences

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.

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## 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 Cash Operating Budget, this bidding which is made available through Board Resolution No. 09-07-26, Series of 2026.

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 Procuring Entity"**) wishes to receive Bids for the supply and delivery of goods, labor and materials, services and equipment hereof (hereinafter referred to as **"Goods"**).

2.2 All Bids are to be completed and returned to the Procuring Entity in accordance with these Instructions to Bidders.

**3. ELIGIBLE BIDDERS**

3.1 The Invitation to Bid is open to all accredited suppliers/contractors from eligible bidders and from eligible source countries meeting both of the following requirements:

a. a bidder (including all members of a joint venture) shall be from an eligible source of country; 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 Procuring Entity 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. ELIGIBLE GOODS**

4.1 Any contract under which Goods are procured from countries other than the eligible source countries as required for the implementation of the project will be eligible if the combined costs of such Goods are less than fifty (50) percent of the price of the said contract.

4.2 At the Procuring Entity's request, bidders may be required to provide evidence documents of the origin of the goods.

**5. QUALIFICATION OF BIDDER**

5.1 Qualification of the Bidder:

To be qualified for award of Contract, bidders shall:

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

b. submit documentary evidence establishing that bidder has adequate experience, financial capacity, and technical capability to undertake the Contract.

5.2 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.

**6. ONE BID PER BIDDER**

6.1 Each bidder shall submit only one bid either by itself, or as partner in a joint venture.

**7. COST OF BIDDING**

7.1 The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Procuring Entity will in no case be responsible or liable for those costs.

**8. ASSURANCE**

8.1 The successful bidder will be required to give satisfactory assurance of its ability and intention to deliver the Goods, pursuant to the Contract, within the time set forth therein.

**9. CONTENTS OF BIDDING DOCUMENTS**

9.1 The bidding documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause 11.

Section I: Invitation to Bid
Section II: Instructions to Bidders;
Section III: General Conditions of Contract;
Section IV: Special Conditions of Contract;
Section V: General Technical Conditions;
Section VI: Sample Forms; and
a. Bid Form and Price Schedule
b. Bid Security Form
c. Contract Form
d. Performance Security Form
Section VII: Technical Specifications

9.2 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.

**10. CLARIFICATION OF BIDDING DOCUMENTS**

10.1 Prospective Bidders requiring any further information or clarification of the Bidding Documents may notify the Procuring Entity in writing or by fax at the Procuring Entity 's mailing address indicated in the Invitation for Bids. The Procuring Entity will respond in writing to any request for information or clarification of the Bidding Documents, which it receives not later than three (3) days prior to the deadline for submission of Bids prescribed by the Procuring Entity. The Procuring Entity 's response will be sent in writing or by fax to all prospective bidders who have received the bidding documents.

**11. AMENDMENT OF BIDDING DOCUMENTS**

11.1 At any time prior to the deadline for submission of Bids, the Procuring Entity 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.

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

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

**12. LANGUAGE OF BID**

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

**13. DOCUMENTS COMPRISING THE BIDS**

13.1 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 and that the Goods to be supplied by the bidder are eligible Goods;

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 Goods 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.

**14. BID PRICES**

14.1 The bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of Goods to be supplied under the Contract.

14.2 (Alternative 1:) All Goods are grouped in Bid Packages. See list of Bid packages in Section VI, Specifications. Bid Packages shall not be divided into sub-packages for the purpose of bidding. Bidders are required to bid for the whole package only, otherwise the bid proposal will be considered non-responsive.

-OR-

(Alternative 2 :) The Goods are grouped in a single bid package and the bid package shall not be divided into sub-packages for the purpose of bidding. Bidders are required to bid for the whole package only, otherwise the bid proposal will be considered non-responsive.

14.3 Prices quoted in the Price Schedules should be entered separately in the following manner.

a. For Goods to be offered from within the Procuring Entity 's country:

(i) the price of the Goods, quoted ex-factory, ex-warehouse or of-the shelf, as applicable, including all customs duties and sales and other taxes already paid or payable.

(ii) the price of inland transportation, insurance and other local incidental for the delivery of the Goods to their final destination.

b. For Goods to be offered from outside the Procuring Entity's country:

(i) the price of the Goods, quoted CIF port of entry in the Procuring Entity 's country;

(ii) the price of inland transportation, insurance and other local costs incidental to delivery of the Goods from the port of entry to their final destination

(iii) the CIF price or, when the freight and insurance are itemized separately, the FOB price shall be indicated separately, the FOB price shall be indicated separately from any applicable import duties and taxes.

(iv) if the Goods, or portion of the Goods, are exempt from taxes of duties, this should be indicated below by the bidder

14.4 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 3.2 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.

**15. CURRENCIES OF BID AND PAYMENT**

15.1 The unit rates and the prices shall be quoted by the bidder separately in;

a. US Dollar for those inputs to the Works which the bidder expects to supply from outside the Procuring Entity 's country (referred to as "the foreign currency requirements"); and

b. Philippine Peso for those inputs to the Works which the bidder expects to supply from

within the Philippines.

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

15.3 The rates of exchange to be used by the bidder for currency conversion during bid preparation shall be the selling rates for similar transactions prevailing on the twenty eight (28) days prior to the date of bid opening, as published by Bangko Sentral ng Pilipinas.

15.4 All progress payment shall be subject to ten percent (10%) deduction for retention money.

**16. DOCUMENTS ESTABLISHING ELIGIBILITY OF THE BIDDER AND THE GOODS**

16.1 The bidder shall furnish, as part of its Bid, certification establishing both the bidder's eligibility to bid and that the origin of the Goods is an eligible source country, pursuant to Clause 3 and 4.

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

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

(a) that, in the case of a bidder offering to supply Goods under the Contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the Goods' manufacturer or producer to supply the Goods to or in the Procuring Entity 's country;

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

(c) that, in the case of a bidder not doing business within the Procuring Entity 's country, the bidder is, or will be (if the Contract is awarded to it), represented by an agent in that country equipped and able to carry out the maintenance, repair and spare parts stocking obligations prescribed by the Contract.

**18. DOCUMENTS ESTABLISHING THE GOODS' CONFORMITY TO THE BIDDING DOCUMENTS**

18.1 The documentary evidence of the Good's conformity to the Bidding Documents maybe in the form of literature drawing and data, and shall furnish:

a. a detailed description of the Goods' essential technical and performance characteristics;

b. a list, giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods for a period of two (2) years; and

c. a clause-by-clause commentary on the specifications, demonstrating the Goods' responsiveness to those Specifications or a statement of deviations and exceptions of the provisions of the Specifications.

18.2 For purpose of the commentary to be furnished pursuant to sub-clause (c) above, the bidder shall note that standards for workmanship, material, and equipment, and references to brand names or catalogue numbers, designated by the Procuring Entity in the Specifications, are intended to be descriptive only and not restrictive. Equipment or materials meeting the internationally accepted standards which ensure quality to or higher than the standards specified will also be accepted. The bidder may substitute other acceptable standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Entity 's satisfaction that the substitution are equivalent or superior to those designated in the Specifications.

Brand names shall be specified only when specific spare parts are required or standardization is necessary.

18.2 The Bidders shall furnish evidence that the Goods offered are of acceptable quality and standards including but not limited to the number of years in production industry, and the number of units of similar capacity that have been produced and sold in which operations satisfied the end users for years.

**19. BID SECURITY**

19.1 The bidder shall furnish, as part of its bid, a bid security equivalent to **two percent (2%) of the**

**Total ABC** or an equivalent amount in freely convertible currency.

19.2 The bid security is **preferably in the form of a Manager's Check**.

19.3 **Any bid not accompanied by an acceptable bid security shall be rejected outright by the Procuring Entity and will be declared as non-responsive**.

19.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, after the bid awarding and winning bidders' posting of performance security bond and expiration of the period of bid validity.

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

19.6 The bid security maybe forfeited;

a. if the bidder withdraws its bid during the period of bid validity; or

b. if the bidder does not accept the correction of its bid price, pursuant to Sub-Clause 29.2; or

c. in the case of a successful bidder, if it fails within the specified time limit to:

(i) sign the Agreement, or

(ii) furnish the required performance security.

**20. PERIOD OF VALIDITY OF BIDS**

20.1 Bids shall remain valid for one hundred twenty (120) days after the date of bid closing prescribed by the Procuring Entity, pursuant to Clause 24.

20.2 Notwithstanding Clause 20.1 above, the Procuring Entity may solicit bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing or by fax. If the bidders agree to the extension request, the validity of the bid security provided under Clause 19 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required or permitted to modify its Bid.

**21. ALTERNATIVE BIDS**

21.1 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 30.4 regarding the rejection of Bids, which are not substantially responsive to the requirement of the Bidding Documents.

**22. FORMAT AND SIGNING OF BIDS**

22.1 The original Bid Form and accompanying documents (as specified in Clause 13), clearly marked "Original Bid", plus three (3) copies must be received by the Procuring Entity 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.

22.2 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.

22.3 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.

**23. SEALING AND MARKING OF BIDS**

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

23.2 The inner and outer envelopes shall:

a. be addressed to the Procuring Entity at the following address

**ENGR. JEFFREY C. CUDAPAS, MEnM**
BAC Chairperson
Nueva Ecija II Electric Cooperative, Inc.- Area 1

Calipahan, Talavera, Nueva Ecija; and

**b.** bear the words "**INVITATION TO BID No. NE II-A1-2026- (*Bidding Title/Procurement Activity)*** and the words "**DO NOT OPEN BEFORE 2:00 p.m. of October 20, 2026**".

23.3 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 25.

**24. DEADLINE FOR SUBMISSIONS OF BIDS**

24.1 The original Bid, together with the required copies, must be received by the Procuring Entity at the address specified in Clause 23.2 not later than **2:00 p.m. of October 20, 2026.**

24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 11, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**25. LATE BIDS**

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

**26. MODIFICATION AND WITHDRAWAL OF BIDS**

26.1 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 Procuring Entity prior to the deadline prescribed for submission of Bids.

26.2 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 email but must be followed by a signed confirmation copy.

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

26.4 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.

**27. OPENING OF BIDS BY PROCURING ENTITY**

**27.1 The Procuring Entity will open the Bids, the technical proposal first, in the presence of bidders' representatives on 2:00 p.m. of October 20, 2026. The bidders' representatives who are present shall sign their complete name and company address evidencing their attendance. The technical proposal will then be evaluated as per Clause 30.**

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

27.3 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 Procuring Entity, at its discretion, may consider appropriate will be announced and recorded at the opening. Any bid price or discount, which is not read out and recorded at bid opening, will not be taken into account in bid evaluation. The bidder's representatives will be required to sign the record.

27.4 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 17.

**28. PROCESS TO BE CONFIDENTIAL**

28.1 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 Procuring Entity '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 Procuring Entity in the evaluation of the bids in accordance with sub-clauses 30.5/30.6.

**29. CLARIFICATIONS OF BIDS**

29.1 To assist in the examination, evaluation, and comparison of Bids, the Procuring Entity 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.

**30. PRELIMINARY EXAMINATION OF BIDS**

Technical Evaluation:

30.1 The Procuring Entity 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.

30.2 Prior to the detailed evaluation, pursuant to Clause 32, the Procuring Entity will determine the substantial responsiveness of each Bid to the Bidding Documents including acceptable quality of the Goods offered, pursuant to Clause 18. A substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviation.

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

Financial Evaluation:

30.4 Check the bidder's compliance to the financial documents required by the Procuring Entity

30.5 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.

30.6 The amount stated in the Form of Bid will be adjusted by the Procuring Entity 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 19.6

**31. CONVERSION TO SINGLE CURRENCY**

31.1 The procuring entity 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.

**32. EVALUATION AND COMPARISON OF BIDS**

32.1 The Procuring Entity will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 30.

32.2 The Procuring Entity 's evaluation of a Bid will exclude and not take into account:

(a) in the case of goods partially or wholly manufactured within the Procuring Entity 's country or Goods of foreign origin already located in the Procuring Entity 's country, sales and other similar taxes which may be levied on the finished Goods if the Contract is awarded to the bidder;

(b) in the case of goods to be offered from outside the Procuring Entity 's country, customs duties and other similar import duties and taxes which be levied on the Goods if the Contract is awarded to the bidder; and

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

32.3 The comparison shall be of:

(a) the ex-factory/ex-warehouse/off-the-shell price of the Goods to be offered from within the Procuring Entity 's country (such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the Goods): and

(b) the CIF port-of-entry price of the Goods to be offered from outside the Procuring Entity's

country.

32.4 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
* Delivery Schedule
* Operating Costs
* Functional Guarantee of the Goods
* Local Handling and Transportation

**33. CONTACTING THE PROCURING ENTITY**

33.1 Subject to Clause 29, no bidder shall contact the Procuring Entity on any matter relating to its Bid, from the time of bid opening to the time the contract is awarded unless initiated by the Procuring Entity.

33.2 Any effort by a bidder to influence the Procuring Entity in its decision in respect of bid evaluation, bid comparison or Contract award will result in the rejection of the Bidder's Bid.

**34. PROCURING ENTITY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

34.1 **The Procuring Entity 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 Procuring Entity 's action.**

**35. POST QUALIFICATION AND AWARD**

35.1 The Procuring Entity will determine to its satisfaction whether the Bidder selected as having submitted the lowest-evaluated, responsive bid is qualified to satisfactorily perform the Contract.

35.2 The determination will take into account the bidder's financial, technical and production 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 Procuring Entity deems necessary and appropriate.

35.3 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.

35.4 The Procuring entity will award the Contract to the successful bidder whose Bid has been determined the lowest calculated responsive Bid, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.

**36. NOTIFICATION OF AWARD**

36.1 The Procuring Entity will notify the successful bidder in writing by registered letter, or by fax or email to be confirmed in writing by registered letter or by fax or email, that its Bid has been accepted and on which basis the Bid has been accepted.

36.2 The notification of award will constitute the formation of a contract, until the Contract has taken effect pursuant to Clause 37.

**37. ISSUANCE OF NOTICE OF AWARD AND SIGNING OF CONTRACT**

37.1 At the time of notification of award, the Procuring Entity will send the successful bidder the Notice of Award.

37.2 Within five (5) working days of receipt of such Notice of Award the successful bidder shall affix its signature and date in the Notice of Award and return it to the Procuring Entity together with the corresponding Performance Security.

37.3 After signing of Notice of Award and posting of Performance Security of the successful bidder, the Procuring Entity will send the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

37.4 Within five (5) working days of receipt of such Contract Form the successful bidder shall affix its signature and date in the Contract Form and return it to the Procuring Entity

37.5 Upon receipt of the signed Contract form, the Procuring Entity will issue Notice to Proceed to the successful bidder.

**38. PERFORMANCE SECURITY**

38.1 Within five (5) working days of the receipt of notification of award from the Procuring Entity, the successful bidder shall post the performance security, in Manager's Check form or cash, to be deposited to the Procuring Entity's bank account.

38.2 Failure of successful bidder to comply with the requirements of Clause 37 or 38 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 Procuring Entity 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

a. The Bidder and the manufacturer are both from eligible source countries as defined in list of eligible source countries.

b. The Bid contains a manufacturer's name and catalogue number for each item in the completed bid schedule.

c. The Bid contains authorization from the manufacturer to supply the goods to the Bidder for this procurement.

d. The Bid contains a listing, for each item bid, showing the manufacturer's years of manufacture and the international sales for the required number of years. This is to include dollar volume, Procuring Entity, and names and telephone numbers for Procuring Entity contact person(s).

e. The Bid contains the Technical Data Sheets with the Bidder's guaranteed data duly stamped and signed by the Bidder.

f. The Bid contains supplementary technical information to determine if each item offered meets the Technical Specifications of the Bidding Documents.

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

Step 3 – Opening of the Financial Offer

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

- Name of Bidder;
- Any discount offered;
- Name of Bank which issued the Bid Security;
- Bid security is present in the correct amount and acceptable form
- Validity of the Bid Security
- Validity of the Bid
- Bid security receipt is issued by the Bank
- 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 price schedule(s) that have the unit price shown for each item in the completed bid schedule. The price schedule is to be checked for arithmetic errors in the extensions and the additions.

b. Determine that the Bidder has filled out correctly the price schedule for what he is bidding.

c. The price schedule be checked to determine that the correct quantities are shown.

d. Calculate the amounts for the applicable penalties as provided in the Technical Specifications and

add amounts to the Bid prices for evaluation purposes only.

e. 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.

f. Compare the price of the low bid, for this bid schedule.

Step 4 - Evaluation and Comparison of Bids

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

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

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

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

Step 5 - Ability to Perform and Recommend for Award

After the low bid meeting the technical specifications is determined, check on enough of his previous sales of similar materials to determine whether the Bidder has demonstrated that he is qualified to perform the Contract. If the low Bidder is found to have provided unsatisfactory materials of similar nature on other contracts, his bid is to be rejected. The evaluation process then continues to the next low bid for that schedule.

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

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**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 Procuring Entity and the Supplier, 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 Supplier under the Contract for the full and proper performance of its contractual obligations;

(c) "The Goods" means all of the equipment, machinery and/or other materials which the Supplier is required to supply to the Procuring Entity under the Contract;

(d) "Services" means services ancillary to the supply of the Goods, 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 Procuring Entity " means the Nueva Ecija II Area 1 Electric Coop., Inc.

(f) "The Supplier" means the individual or firm supplying the Goods/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. COUNTRY OF ORIGIN**

3.1 All Goods and Services supplied under the Contract shall have their origin from the eligible source countries, as defined in Section II, Clause 3.

3.2 For purposes of this Clause 3, "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

**4. STANDARDS**

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

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

5.1 The Supplier shall not, without the Procuring Entity '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 Procuring Entity in connection therewith, to any person other than a person employed by the Supplier 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.

5.2 The Supplier shall not, without the Procuring Entity 's prior written consent make use of any document or information enumerated in para. 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in para. 5.1 shall remain the property of Procuring Entity and shall be returned (in all copies) to the Procuring Entity on completion of the Supplier's performance under the Contract if so required by the Procuring Entity.

**6. PATENT RIGHTS**

6.1 The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in the Philippines.

**7. PERFORMANCE SECURITY**

7.1 Within five (5) working days after the Supplier's receipt of notification of award of the Contract, the Supplier shall furnish performance security to the Procuring Entity in the amount specified in the Special Conditions of Contract.

7.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. The performance security shall be to the account of the Supplier who signed the Contract. The performance security shall also guarantee the enforcement of the warranty provision in Clause 15 of this section.

7.3 The Performance Security, which should be callable on demand shall be denominated in the currency of the Contract and shall be in one of the following forms:

(a) A bank guarantee or irrevocable Letter of Credit, issued by a bank in the Philippines or a bank abroad which has a jointly and severally liable correspondent bank in the Philippines, acceptable to the Procuring Entity, and in the form provided in the Bidding Documents or another form acceptable to the Procuring Entity. The Procuring Entity may request that said bank guarantee or irrevocable Letter of Credit be confirmed by a reputable bank acceptable to the EC.
Or

(b) A Manager's check, certified check, or cash.

7.4 The performance security will be discharged by the Procuring Entity and returned to the Supplier not later than sixty (60) days following the date of completion of the Supplier's performance obligations, including any warranty obligation, under the Contract.

**8. INSPECTIONS AND TESTS**

8.1 The Procuring Entity or its designated third party inspector shall, at all reasonable times, be allowed free and ready access to the Supplier's premises and those of his sub-contractors for the purpose of inspecting the specified goods and obtaining information as to the progress of the work.

8.2 The Procuring Entity or its designated third party inspector shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract. The Special Conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

8.3 The inspections and tests may be conducted on the premises of the Supplier or its sub-contractor(s), at point of delivery and/or at the good's final destination. Where conducted on the premises of the Supplier or its sub-contractor(s), all reasonable facilities and assistance-including access, drawings and production data-shall be furnished two weeks before such tests take place to the inspectors at no charge to the Procuring Entity

8.4 Should any inspected or tested Goods fail to conform to the Specification, the Procuring Entity may reject them, and the lot they represent, and the Supplier shall replace the rejected Goods within the life of the Contract or not later than ninety (90) days from receipt of notice of rejection, whichever comes first, or all alterations necessary to meet specification requirements free of cost to the Procuring Entity;

8.5 The Procuring Entity 's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Philippines shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Procuring Entity or its representative prior to the Goods shipment from the country of origin.

8.6 Test Certificates for all Goods shall be prepared by the Supplier, signed by both the Supplier and the Procuring Entity or third party inspectors. Also in case of no attendance of the tests by the Procuring Entity or third party inspector, test certificates signed by the Supplier are to be submitted to the Procuring Entity.

8.7 Nothing in Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

**9. PACKING AND MARKING**

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Special Conditions of Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documentation within and outside the package shall comply strictly

with such special requirements as shall be expressly provided for in the Contract and, subject to Clause 18, in any subsequent instructions ordered by the Procuring Entity.

9.3 Proposal for packing and marking should be approved by the Procuring Entity.

**10. DELIVERY AND DOCUMENTS**

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Procuring Entity in its Schedule of Requirements and Special Conditions of Contract.

10.2 For purposes of the Contract, "FOB", "CIF" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of the International Rules for the Interpretation of the Trade Terms published by the International Chamber of Commerce, Paris, and commonly referred to as INCOTERMS.

**11. INSURANCE**

11.1 The Goods supplied under the Contract shall be fully insured in the currency of the contract against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.

**12. TRANSPORTATION**

12.1 Where the Supplier is required to effect delivery under any other terms, for example, by post or another address in the source country, the Supplier shall be required to meet all transport and storage expenses until delivery.

12.2 In all of the above cases, transportation of the Goods after delivery at the designated point of delivery shall be the responsibility of the Procuring Entity.

12.3 Ocean transportation shall be by vessels registered in eligible source countries, as defined in Clause 3 of the Instructions to Bidders, or belonging to shipping conferences in which shipping lines from such member countries hold the major share.

**13. INCIDENTAL SERVICES**

13.1 As specified in the Special Conditions of Contract, the Supplier may be required to provide any or all of the following services:

(a) Performance or supervision of on-sight assembly and/or start-up of the supplied Goods;

(b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) Conduct of training of the Procuring Entity 's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for the preceding incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged by the Supplier to other parties for similar services.

**14. SPARE PARTS**

14.1 As specified in the Special Conditions of Contract, the Supplier may be required to provide any or all of the following materials and notifications pertaining to spare parts manufactured or distributed by the Supplier:

(a) Such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(i) advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Procuring Entity, the blue prints, drawings, and specifications of the spare parts, if and when requested.

**15. WARRANTY**

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise, in the Contract. The Supplier further warrants that the Goods supplied

under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions obtaining in the country of final destination.

15.2 This warranty shall remain valid for 12 months after the Goods or any portion thereof as the case maybe, have been delivered to the final destination and commissioned indicated in the Contract or for 18 months after the date of shipment to the port of entry in the Philippines, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract or in the Technical Specifications.

15.3 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall repair or replace within 30 days of such notification the defective Goods or part thereof, without costs to the Procuring Entity other than, where applicable, the cost of inland delivery of the repaired or replace Goods or parts from the port of entry to the final destination

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within 30 days of such notification, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

**16. PAYMENT**

16.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.

16.2 The currency in which payment is made to the Supplier under this Contract shall be specified in the Special Conditions of Contract.

16.3 No payment shall be due while the Supplier is in default in respect to any of the provisions of the contract. On the event that the Supplier is in default, the Procuring Entity reserve the right to instruct Procuring Entity designated bank to withhold any or all payments.

**17. PRICES**

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not, with the exception of any price adjustments authorized by the Special Conditions of Contract, vary from the prices quoted by the Supplier in its bid.

**18. CHANGE ORDERS**

18.1 The Procuring Entity may at any time, by a written order given to the Supplier pursuant to Clause 31, General Conditions of Contract, make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs or specifications where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;

(b) the method of shipment or packing;

(c) place of delivery; or

(d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any part of the work under the Contract whether changed or not changed by the order, an equitable adjustment shall be made to the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Entity 's change order.

**19. CONTRACT AMENDMENTS**

19.1 Subject to Clause 18, no variation or modification of the terms of the Contract shall be made except by written amendments signed by the parties.

**20. ASSIGNMENT**

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Procuring Entity 's prior written consent.

**21. SUBCONTRACTS**

21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of Clause 3.

**22. DELAYS IN THE SUPPLIER'S PERFORMANCE**

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Procuring Entity in its Schedule of Requirements.

22.2 A delay by the Supplier in the performance of its delivery obligations, for which either no amendment to the contract or no extension of the performance security was made, shall render the Supplier liable to any or all of the following sanctions:

22.2.1 forfeiture of its performance security,

22.2.2 imposition of liquidated damages,

22.2.3 and/or termination of the Contract for default.

22.3 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impending timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after the receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

**23. LIQUIDATED DAMAGES**

23.1 Subject to Clause 25, if the Supplier fails to secure acceptance from the Procuring Entity for the delivery of any or all of the Goods or performance of the Services within the delivery period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to one tenth of one percent (0.1 %) of the delivered price of the Goods or Services that were delivered early or delayed, for each day outside of the Contract schedule for deliveries, up to a maximum deduction of Ten (10%) percent of the Contract Price of the Goods or Services involved. Once the maximum is reached, the Procuring Entity may consider termination of the Contract.

**24. TERMINATION FOR DEFAULT**

24.1 The Procuring Entity may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

(a) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Procuring Entity pursuant to Clause 22; or

(b) If the Supplier fails to perform any other obligation(s) under the Contract.

24.2 In the event the Procuring Entity terminate the Contract in whole or in part, pursuant to para. 24.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any additional cost of Goods for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**25. FORCE MAJEURE**

25.1 Notwithstanding the provisions of Clause 22, 23, 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to wars or revolution, fires, floods, epidemics, quarantine restrictions and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**26. TERMINATION FOR INSOLVENCY**

26.1 The Procuring Entity may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.

**27. TERMINATION FOR CONVENIENCE**

27.1 The Procuring Entity may, by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity 's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be purchased by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier for the use in this contract.

**28. RESOLUTION OF DISPUTES**

28.1 The Procuring Entity and the Supplier 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.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Entity and the Supplier 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.

**29. GOVERNING LANGUAGE**

29.1 The Contract shall be written in the language of the bid, as specified by the Procuring Entity 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.

**30. APPLICABLE LAW**

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

**31. NOTICES**

31.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram, fax or telex/cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

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

**32. TAXES AND DUTIES**

32.1 A Supplier providing imported goods shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Philippines

32.2 A Supplier providing domestic goods shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the Contract Goods to the Procuring Entity. Value Added Tax (VAT) or similar local taxes on finished products shall be identified and shall be reimbursed to the Supplier by the Procuring Entity upon presentation of documentary evidence that taxes have been paid (Clause 11.2.3, Section IV - Special Conditions of Contract.

## SECTION IV. SPECIAL CONDITIONS OF CONTRACT

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**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 Procuring Entity is Nueva Ecija II Electric Cooperative., Inc.- Area 1
2.2 The Supplier/Contractor is (Name of Supplier/Contractor)
2.3 EC or Coop is Electric Cooperative

**3. COUNTRY OF ORIGIN**

The countries of origin are defined in Section II, Clause 3.1, whereas the term "origin" is defined in Section III, Clause 3.

**4. PERFORMANCE SECURITY**

The Performance Security shall be in the amount of five (5%) percent of the Contract Price in form of Manager's Check and

4.1 shall be valid initially for a period covering the delivery and construction work schedule plus 45 calendar days; and

4.2 shall be extended with each delivery to cover also the warranty period of the delivered goods plus 30 calendar days.

**5. INSPECTION AND TESTS**

The inspection and test procedures, required by the Procuring Entity, are described in General Technical Conditions as well as in Technical Specifications.

When the Technical Specifications do not specify otherwise and 100 % testing is not required, the American Standard ANSI/ASQC Z1.4-1993 (Sampling Procedures and Tables for Inspection by Attributes) will be used as the guidelines for inspecting and/or testing of the goods and the Acceptable Quality Level to be 0.40.

Cost for a minimum of two (2) Procuring Entity 's representative(s), such as travel cost, accommodation and living expenses shall be borne by the Supplier.

**6. PACKING AND MARKING**

6.1 Refer to Section V, Clause 8 and 9, for marking requirement

**7. DELIVERY AND DOCUMENTS**

7.1 Delivery Schedule:
For goods supplied within the Philippines counting will be from the date the Supply Contract is signed.
Delivery is considered complete when:

a) the specified quantity of goods are received at the Coops Headquarters or as specified by the Procuring Entity within the area coverage in accordance with all the requirements in the contract, or
b) the goods, to be delivered, at Manila warehouse/factory, have been loaded on the Supplier's truck, or
c) the goods, to be delivered to the Coop headquarters or as specified by the Procuring Entity within the area coverage, have been received by the Coop and a Receiving Report has been provided by the Coop.

7.2 Documents for Imported Goods Shipped to EC HQ.

Upon shipment, the Supplier shall notify the Procuring Entity and the Insurance Company by cable, fax or telex the full details of the shipment including Contract number, description of Goods, quantity, vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, estimated time of arrival, port of entry, etc. The Supplier shall send by courier the following documents to the Procuring Entity with a copy to the Insurance Company:

7.2.1 Original & six (6) copies of the Supplier's invoice showing Goods description, quantity, unit price, total amount. The cost of insurance and freight included in the total amount shall be itemized separately. The cost of inland freight, brokerage, handling and other incidental expenses within the Philippines, included in the total amount shall likewise be itemized separately.

7.2.2 Original and four (4) copies of the negotiable, clean on-board bill of lading of the final carrier/vessel to Philippines marked freight prepaid and two (2) copies of non-negotiable bill of lading;

7.2.3 Original & six (6) copies of packing list identifying contents of each package by serial number;

7.2.4 Original & three (3) copies of Insurance Certificate;

7.2.5 Original & three (3) copies of Manufacturer's/Supplier's guarantee certificate;

7.2.6 Original & three (3) copies of:

7.2.6.1 Inspection certificate issued by the EC or any authorized inspection agency or a certificate of waiver signed by the EC;

7.2.6.2 the Manufacturer's factory inspection report, and

7.2.6.3 Societe de Surveillance (SGS) pre-shipment Clean Report of Findings or number and date of issue.

7.2.7 Original & three (3) copies of Certificate of Origin endorsed by the Chamber of Commerce.

7.2.8 Original & three (3) copies of evidence showing that the Supplier has forwarded the shipping documents listed above to the Procuring Entity via an international document handling service similar to Federal Express or DHL. These documents shall reach the Procuring Entity not later than ten (10) calendar days after shipment as evidenced by the date of the Bill of Lading, except those shipping documents covering shipment of materials from Japan, Korea, Taiwan, Thailand and other eligible Asian source countries and airshipments, which shall reach the Procuring Entity not later than three (3) calendar days after shipment. Any expenditure incurred by the Procuring Entity (such as demurrage charges, storage fee, document reproduction costs and other similar charges/expenditure) as result of late receipt of required shipping documents, or incorrect shipping documents, shall be for the account of the Supplier. Filing fee being charged by the BOI, DOF and other government agencies for the tax and duty free importation of the goods shall be borne by the Supplier.

7.2.9 Original & three (3) copies of the extension for the Performance Security as per Clause 4.2.

7.3 Documents for Domestic Goods delivered to EC HQ.

The Supplier shall send the following documents to the EC with a copy to each the Procuring Entity and the insurance company:

7.3.1 Original & three (3) copies of the Supplier's invoice showing Goods description, quantity, unit price, total amount. The cost of freight from Supplier's Warehouse to designated destination shall be itemized separately.

7.3.2 Original & three (3) copies of packing list identifying contents of each package by serial number, Consignee & recipient Coop.

7.3.3 Original & three (3) copies of Insurance Certificate on any Goods shipped DDP to EC HQ.

7.3.4 Original & three (3) copies of Manufacturer's/Supplier's guarantee certificate;

7.3.5 Original & three (3) copies of Inspection certificate issued by:

7.3.5.1 An authorized inspection agency or a certificate of waiver signed by the EC, and

7.3.5.2 the Manufacturer's factory inspection report.

7.3.6 Original & three (3) copies of Certificate of Origin.

7.3.7 For wood products, a copy of the DENR logging permit under which the trees were cut in the Philippines.

7.3.8 Original & three (3) copies of the extension for the Performance Security as per Clause 4.2.

7.3.9 Original & three (3) copies of the certificates proving the amount for all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods as stated in the price sheets. Payments are limited to the amount stated in such certificates but shall not exceed the amount stated in the price sheets."

**8. INSURANCE**

The marine and inland insurance shall be in an amount equal to one hundred ten percent (110%) of the value of the Goods from "warehouse to recipient EC warehouse" on "All Risks" basis including War Risk, Civil Unrest, and Strike clauses and shall be valid for ninety (90) days after arrival of the equipment at designated EC HQ or as specified by the Procuring Entity within the area coverage.

The insurance shall be paid by the Supplier. It shall be the responsibility of the Supplier that the insurance coverage provided include the cost of conducting all necessary investigation of report of damage, loss or pilferage. Such investigation and preparation of report shall be done by the Supplier at no cost to the Procuring Entity.

**9. INCIDENTAL SERVICES**

The services covered under Clause 13, Section III, General Conditions of Contract, Sub-Clause 13.1 letters (c), (d), and that of those required in the Technical Specifications shall be furnished. The cost shall be included in the contract price.

**10. SPARE PARTS**

Suppliers shall carry sufficient inventories to assure ex-stock supply of consumable spares such as gaskets, plugs, washers, belts, etc. other spare parts and components shall be supplied as promptly as possible but in any case shall not exceed one (1) month after placement of order and establishment of Letter of Credit or execution of Contract.

**11. PAYMENT**

11.1 For Goods and services supplied from countries other than the Philippines payment shall be made as follows:

11.1.1 Once a month or for an accomplishment of at least ₱ 1.0 million, the contractor may submit a request for payment for work accomplished. Such request for payment shall be verified and certified by the Coop project engineer, and approved by Coop Technical/Engineering Manager. Except as otherwise stipulated in the contract, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

11.1.2 The Coop shall have the right to deduct from the contractor's progress billing such amount as may be necessary to cover third party liabilities, as well as uncorrected discovered defect in the project.

11.2 For Goods and Services supplied from within the Philippines, payment shall be made as follows:

11.2.1 Once a month or for an accomplishment of at least ₱ 1.0 million, the contractor may submit a request for payment for work accomplished. Such request for payment shall be verified and certified by the Coop project engineer, and approved by Coop Technical/Engineering Manager. Except as otherwise stipulated in the contract, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

11.2.2 The Coop shall have the right to deduct from the contractor's progress billing such amount as may be necessary to cover third party liabilities, as well as uncorrected discovered defect in the project.

11.3 Should the Supplier fail to receive from Procuring Entity the Acceptance Certificate as

specified in paragraphs 11.1.2 & 11.2.2 within (60) days following the date of delivery of the materials to Procuring Entity headquarters or as specified by the Procuring Entity within the area coverage, the Supplier may request for payment by submitting to Procuring Entity three (3) copies of the Voucher bearing the following certification:

I/we hereby certify that the materials and equipment covered by this invoice were delivered to the Procuring Entity headquarters or as specified by the Procuring Entity delivery point as specified in the Delivery Schedule prior to sixty (60) days before the date of this certification, that all warranties and guaranties, and final drawing have been

delivered to Procuring Entity, that no objection of any kind has been received from Procuring Entity to the payment of the remaining ten (10%) percent of this equipment.

_____ _____
Date Supplier

ATTESTED BY: _____
Authorized Signature

_____
_____
Title

**12. RESOLUTION OF DISPUTES**

The dispute resolution mechanism to be applied pursuant to Clause 28 of the General Conditions shall be as follows:

12.1 in the case of a dispute between the Procuring Entity and a Supplier which is a national of the Philippines, the dispute shall be referred to adjudication/arbitration in accordance with the laws of the Philippines; and

12.2 in the case of a dispute between the Procuring Entity and a foreign Supplier, the dispute shall be settled by arbitration, held in Manila, in accordance with the provisions of the UNCITRAL Arbitration Rule

**13. NOTICES**

For the purpose of all notices, the following shall be the address of the Procuring Entity and Supplier.

Procuring Entity:

**ENGR. JEFFREY C. CUDAPAS,MEnM**
**BAC Chairperson**
**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

Supplier:

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

**SECTION V. FORMS**

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**FORM 1: BID**

Date: _____
Location: _____
Contract No: _____

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

Gentlemen:

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

We undertake, if our bid is accepted, to commence the delivery within (Number) days to complete the project of all the items specified in the Contract within the (Number) days to be calculated from the date of receipt of your Purchase Order.

**If our bid is accepted we will post performance security in form of Manager's Check in a sum not exceeding five percent (5%) of the Bid Price for the due performance of the Contract.**

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

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

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

Dated this _____ day of _____, 20__.

_____
Signature

_____
(In capacity of)

Duly authorized to sign bid for and on behalf of_____.

**FORM 2: BID SECURITY**

WHEREAS, _____ hereinafter called "the BIDDER" has submitted its bid dated _____ for the construction of_____(hereinafter called "the BID").

KNOW ALL MEN BY THESE PRESENTS:

That, WE, _____ of _____, having our registered office at _____ (hereinafter called "the BANK") are the bound unto (hereinafter called "the COOPERATIVE") in the sum of _____ for which payment will truly 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

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

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

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

_____
(Signature)

**FORM 3: POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS:

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

**1)** To make any proposal to and/or negotiate and execute the contract or any other agreement with (NEECO II Area-1), its representative and/or agents, if any, relating to the bid for _____.

2) To receive, accept and acknowledge any notice issued under the contract, any other

agreement and/or any other proposal.

3) To do any and all acts and things and execute any and all instruments, certificates and agreement which they may deem necessary or advisable, or which may be required for or in connection with the execution of the said contract.

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

(CORPORATION)
by: PRINTED NAME
POSITION/TITLE

**FORM 4a: LETTER OF AUTHORIZATION FROM THE MANUFACTURER TO THE BIDDER**

To whom it may concern:

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

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

(CORPORATION)

by: _____
PRINTED NAME

_____
POSITION / TITLE

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

To whom it may concern:

We, _____(Local Agent)_____, a juridical person, organized and existing under the laws of _____ having its principal business office at _____ hereby appoint _____(BIDDER's Company)_____ having its registered office at _____ as our representative. In particular, our representative is authorized to participate in

biddings and offer our brands/products as follows:_____.

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

(CORPORATION)

by: _____
PRINTED NAME

_____

POSITION / TITLE

**FORM 5: CONTRACT**

**MEMORANDUM OF AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

This agreement is entered into this _____ day of _____, 2026 at Nueva Ecija II Electric Cooperative, Inc. Area-1 (NEECO II-AREA1) Main Office, Calipahan, Talavera, Nueva Ecija, by and between:

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

**- and –**

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

**WITNESSETH:**

1) That, the CLIENT thru the Bids and Awards Committee (BAC) has bid for the _____ (the "Project") that was further awarded to the SUPPLIER/CONTRACTOR _____, as duly approved by the Board of Directors under Resolution No. _____;

2) That, the principal features of the works to be done under this Contract includes but not limited to the following scope of works, to wit:

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

1. The contract price shall be _____inclusive of VAT. The required down payment shall be made upon the written request of the supplier/contractor, and after the supplier/contractor's mobilization of materials. The balance shall be by progress payments based on

the estimated amount of work satisfactorily completed by the SUPPLIER/CONTRACTOR and accepted by the CLIENT for every progress billing; payable within thirty (30) days after issuance of Sales Invoice;

2. Progress payments/ billings are subject to ten percent (10%) retention of the billings to answer for any uncorrected/ discovered defects and third party liabilities and may be released within thirty (30) days after the discovered defects in the project has been corrected and in lieu thereof, shall post a Guarantee Bond equivalent to five percent (5%) of the Contract Price; to be valid within the warranty period;

3. The CLIENT shall, upon written request of the SUPPLIER/ CONTRACTOR, and after the SUPPLIER/CONTRACTOR'S mobilization of materials, shall make a down payment equivalent to 15% of the contract price;

4. The SUPPLIER/CONTRACTOR will post a Performance Security Bond in the amount of _____, equivalent to 10% of the supplier/contractor's Bid Price which is to be returned to the Supplier not later than thirty (30) days following the date of the issuance of the Certificate of Completion of the supplier/contractor's Performance under the Contract and the formal request of the supplier/contractor;

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

6. Time is an essential feature of this contract in the event that the SUPPLIER/CONTRACTOR fails to complete the Project within the stipulated time of ___ (__) working days, inclusive of any granted extension of time, the SUPPLIER/CONTRACTOR shall pay the CLIENT, as liquidated damages for its calendar day of delay; as described in the following section;

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

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

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

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

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

11. The SUPPLIER/CONTRACTOR shall issue a Guarantee Bond in the form of Manager's Check

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

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

**13.** The SUPPLIER/CONTRACTOR obligates to comply with the provisions of the existing laws, executive and administrative orders and rules and regulations issued or to be issued pertinent the Project;

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

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

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

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

_____

By:

_____
**ENGR. NELSON M. DELA CRUZ**
General Manager

By:

_____
President/General Manager

**Signed in the presence of:**

_____ _____

**ACKNOWLEDGEMENT**

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

BEFORE ME, a Notary Public within and for _____, Philippines, this _____ day of _____, 2026, personally appeared ENGR. NELSON M. DELA CRUZ exhibiting his valid identification cards, known to me as the same persons who executed the foregoing instrument and

acknowledged to me that the same is his free act and deed as well as free act and deed of the Cooperative which he respectively represent.

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

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

Doc. No.; _____
Page No.; _____
Book No.; _____
Series of 2026

**FORM 7: PERFORMANCE SECURITY**

TO: (Name of COOPERATIVE)

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

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

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

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

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

Signature and seal of the Guarantors

_____
_____
_____

**FORM 8: DEVIATIONS**

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

**FORM 9: ACKNOWLEDGEMENT RECEIPT**

**BACKGROUND**

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

**BIDDER'S INFORMATION**

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

**ACCEPTANCE OF BIDDING DOCUMENTS**

That we,___*(Bidder/Company Name)*___ hereby confirm the receipt of the copy of bidding documents for the _____ 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 NEECO II-Area 1 website, the contents of the original copy shall prevail.***

CONFORME:

_____
(Printed Name & Signature of Duly
Authorized Representative)

DATE: _____

**FORM 10. OMNIBUS SWORN STATEMENT**

**Omnibus Sworn Statement**

REPUBLIC OF THE PHILIPPINES )
CITY/MUNICIPALITY OF _____ ) S.S.

**AFFIDAVIT**

I, _____, of legal age, _____,
(Name of _____ (Civil _____
(Nationality) (Address of _____
with law, do hereby depose and state that:

1. **Select one, delete the other:**
   a. If a sole proprietorship:
   I am the sole proprietor of _____with office address at _____;
   (Name of _____
   (Address of Bidder)

b. If a partnership, corporation, cooperative, or joint venture:

I am the duly authorized authorized and designated representative of _____with office address at _____;
(Name of Bidder)
(Address of Bidder)

2. **Select one, delete the other:**

a. If a sole proprietorship:

As the owner and sole proprietor of _____(Name of Bidder)_____, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for _____(Name of Project)_____ of the _____(Name of Procuring Entity)_____;

b. If a partnership, corporation, cooperative, or joint venture:

I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the _____(Name of Bidder)_____ in the bidding as shown in the attached_____

_____

(State title of attached document showing proof of authorization e.g. duly notarized Secretary's Certificate issued by the corporation of the members of the joint venture);

3. _____(Name of Bidder)_____is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, or Electric Cooperatives, foreign government/ foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, or Electric Cooperatives.

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and informations provided therein are true and correct.

5. _____(Name of Bidder)_____is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

a. If a sole proprietorship:

I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

b. If a partnership or cooperative:

None of the officers and members of _____(Name of Bidder)_____

Is related to the Head of Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

c. If a corporation or joint venture:

None of the officers, directors, and controlling stockholders of _____(Name of Bidder)_____ is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. _____(Name of Bidder)_____complies with existing labor laws and standards;

8. _____ is aware of and has undertaken the following responsibilities as a
(Name of Bidder)
Bidder;

a) Carefully examine all of the Bidding Documents;

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure Supplemental/ Bid Bulletin (s) issued for the _____ (Name of Project) _____.

9. _____ (Name of Bidder) _____ did not dive or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the Electric Cooperative in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto affixed my signature this_____day of_____, 20_____ at the City of _____, Philippines.

_____ Affiant _____

SUBSCRIBED AND SWORN to before me this _____at the City of_____, the affiant exhibited to me (any of the following: Passport, Driver's License, TIN & SSS ID with picture) No/s. _____and valid until _____.

_____
NOTARY PUBLIC
UNTIL_____
PTR.NO._____
TIN_____

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

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TERMS OF REFERENCE

1.0 Scope of Supply/Price Schedule

1.1 Supply of 20/25MVA, 67/13.2KV Power Transformer

| Item | Description | Qty | Unit |
|---|---|---|---|
| 1.1.1 | 20/25MVA, 67 ±3x2.5%/13.2kV Three Phase Power Transformer<br>Off-Load Tap Changer<br>Dyn 11 Vector Type<br>60Hz Frequency, ONAN/ONAF, Conservator Type<br>Outdoor Type, Mineral Oil<br>Filled,<br>No Load Loss: ≤19kW, Load Loss: ≤61kW @ 20MVA/≤94kW @ 25MVA<br>Manufacturer: ***US, Europe and Asia except China***<br>Model: | 1 | Set |
| Sub-total | | PHP | |
| 1.1.2 | Local Labor for Hauling, Installation, Testing and Commissioning: | 1 | Lot |
| | -dismantling and hauling of existing Power Transformer to Main Office.<br>-installation and positioning of new Power Transformer<br>-grounding installation<br>-equipment testing<br>-commissioning and energization | | |
| Sub-total | | PHP | |
| **Sub-total (VAT Inclusive)** | | **PHP** | |