

PHILIPPINE BIDDING DOCUMENTS

**NATIONAL ELECTRIFICATION
ADMINISTRATION**

**Procurement of One (1) Year
Manpower Services
(FY 2023- 2024)**

NEA IB No. 2022-04 EPA

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid



INVITATION TO BID FOR *Procurement of One (1) Year Manpower Services*

1. The *National Electrification Administration (NEA)*, through the *2023 Corporate Operating Budget* intends to apply the sum of *Thirteen Million Four Hundred Eleven Thousand Six Hundred Sixty Two and Twenty Six Hundredths (Php13,411,662.26)* being the ABC to payments under the contract for *Procurement of One (1) Year Manpower Services (NEA IB No. 2022-04 EPA)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *National Electrification Administration (NEA)* now invites bids for the above Procurement Project. Delivery of the Goods is required by 15 calendar days from receipt of Notice of Proceed. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *National Electrification Administration* and inspect the Bidding Documents at the address given below during *Monday to Friday, 8:00 A.M to 5:00 P.M.*
5. A complete set of Bidding Documents may be acquired by interested Bidders on *November 22, 2022* at the address and time stated above.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of Procuring Entity. However, the Bidders shall pay the applicable fee of *Ten Thousand Pesos (PhP10,000.00)* for the Bidding Documents not later than the submission of their bids.

6. The *National Electrification Administration (NEA)* will hold a Pre-Bid Conference on *November 29, 2022 at 1:00 PM* at *NEA Bldg., 57 NIA Road, Government Center, Diliman, Quezon City and/or through video conferencing or webcasting via Zoom* which shall be open to prospective bidders. Zoom details shall be given to all prospective bidders who will submit an intent to join the pre-bid conference at email address *nea.bac.secretariat9184@gmail.com* on or before *November 28, 2022*.

7. Bids must be duly received by the BAC Secretariat at the address below, through manual submission at the office address indicated below, on or before **December 12, 2022 at 1:00 PM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **December 12, 2022 at 1:05 PM** at the given address below and/or via **Zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. This Procurement is undertaken through Early Procurement Activities (EPA) of the goods and services for procurement for the FY 2023.
11. Thus, this EPA shall be governed by GPPB Circular No. 06-2019 dated 17 July 2019, which shall include, but not limited to the:

- a. rules and procedure of EPA:

The conduct of EPA from posting to recommendation of the BAC to the HoPE as to the award of the contract shall observe the mandatory timelines set forth in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act No. (RA) No. 9184, including the period for re-bidding which shall be within fifteen (15) days after each declaration of failure of bidding, which may be extended up to thirty (30) days upon approval of the HoPE.

- b. fixed price rule in procurement

No changes shall be made on the Contract Price by reason of escalation in currency. Any adjustment in Contract Price shall be done in accordance with guidelines provided by law.

- c. extension of the bid validity and security

The validity of their bidders' bid securities shall be beyond one hundred twenty (120) calendar days, prior to their expiration, if the funding source for the Procurement Project has yet to be approved and made effective. A change in the form of the bid security is allowed if this is made prior to the expiration of the bid validity sought to be extended. If the bidder refuses to extend the bid validity, the NEA shall reject the bid submitted by said bidder.

- d. validity of the eligibility requirements prior to the award of contract

- e. conditions of award

- i. Procurement Projects undertaken through EPA may be awarded upon approval and effectivity of the GAA, reenacted budget, appropriations ordinance, corporate budget or loan agreement, as the case may be.

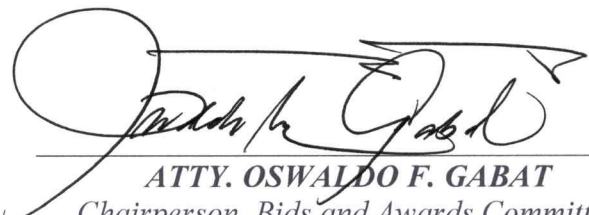
- ii. If the amount authorized for a Procurement Project has been reduced, the PE may still make an award if the contract price to be awarded is within the amount authorized in the GAA, reenacted budget, appropriations ordinance, corporate budget, or loan agreement regardless of the posted ABC.
 - iii. The HoPE shall not award any Procurement Project if the amount therefor has been withdrawn or in the event the amount authorized in the GAA, reenacted budget, appropriations ordinance, corporate budget, or loan agreement is lower than the amount of contract to be awarded.
 - iv. In all instances, the HoPE has the authority to exercise the reservation clause under Section 41 of RA No. 9184, which grants the HoPE the right not to award the contract if, for any justifiable and reasonable ground, the award of the contract will not redound to the benefit of the government.
- f. date of earliest delivery.
12. The *National Electrification Administration (NEA)* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
13. For further information, please refer to:

ATTY. OSWALDO F. GABAT
Chairperson, Bids and Awards Committee (BAC)
c/o NEA-BAC Secretariat
National Electrification Administration (NEA)
57 NIA Road, Government Center, Diliman, Quezon City
E-mail address: nea.bac.secretariat9184@gmail.com
Tel. No.: 8929-1909 local 184
Direct Line: 8925-5915

14. You may visit the following websites:

For downloading of Bidding Documents: *nea.gov.ph* and *philgeps.gov.ph*

November 22, 2022


ATTY. OSWALDO F. GABAT
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *National Electrification Administration (NEA)* wishes to receive Bids for the *Procurement of One (1) Year Manpower Services* with identification number *NEA IB No. 2022-04 EPA*.

The Procurement Project (referred to herein as “Project”) is composed of Item No.1, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2023 in the amount of *Thirteen Million Four Hundred Eleven Thousand Six Hundred Sixty Two and Twenty Six Hundredths (Php13,411,662.26)*.

2.2. The source of funding is the Corporate Funds.

GOCC and GFIs, the proposed Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *at 2nd HESA, NEA Building, 57 NIA Road, Diliman Q.C.* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[5 years]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
- a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until ***120 days from the date of bid opening***. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

| ITB Clause | |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.3 | For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Contracts for Manpower Services</i> b. completed within 5 years prior to the deadline for the submission and receipt of bids. |
| 7.1 | <i>Subcontracting is not allowed.</i> |
| 12 | The price of the Goods shall be quoted DDP Quezon City, Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project. |
| 14.1 | The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than ₱ 268,233.24 [(2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than ₱ 670,583.11 [(5%) of ABC] if bid security is in Surety Bond. |
| 19.3 | <i>Procurement of One (1) Year Manpower Services an ABC of Php13,411,662.26</i> |
| 20.2 | <i>No further instructions.</i> |
| 21.2 | <i>No further instructions.</i> |

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

The warranty provision indicated in the Terms of Reference (TOR)

- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered in the National Electrification Administration. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Mgr. ANASTACIA B. SUASI.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site 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. 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.
- f. Other requirements specified in the Terms of Reference

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

1. 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 this Contract; and
2. 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 blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of **one (1) year**.

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

| | |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging 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.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> |
| | <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> |

| | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>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.</p> |
| 2.2 | <p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows:</p> |
| 4 | <p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p> <ol style="list-style-type: none"> 1. NEA shall have the right to inspect and/or conduct performance audit to confirm the CONTRACTOR’s conformity with the provisions of the Contract and specifications. 2. The CONTRACTOR shall allow NEA’s duly appointed inspectors/auditors free access to records, documents and facilities for inspection and audit. It shall likewise provide any and all relevant information as may be required by NEA. |

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

| Item Number | Description | Quantity | Total | Delivered, Weeks/Months |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------|-------------------------------------------------------------------------|
| 1 | <p><i>Procurement of One (1) Year Manpower Services</i></p> <p>Associate Data Controller- 24</p> <p>Data Transporter - 22</p> <p>Legal Servicing Associate - 1</p> <p>IT Technician - 1</p> <p>Nurse/Nursing Aide - 1</p> <p>Electronics and Communication Associate – 1</p> <p>Minutes Agenda Assistant - 2</p> <p>Photo/Video Documenter -1</p> <p>Driver/Courier - 2</p> | 55 manpower | 55 manpower | One (1) Year contract to be commenced upon receipt of Notice to Proceed |

I hereby certify to comply and deliver all of the above requirements.

Conforme : _____
(Printed Name/Signature of the Bidder/Authorized Representative)

Designation : _____

Company : _____

Date : _____

Section VII. Technical Specifications

Technical Specifications

| NO | POSITION | JOB DESCRIPTION | Qualification Standard |
|----|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Data Transporter (Messenger) | Records/Encodes incoming and or outgoing correspondences, memoranda and other related documents. Receives and releases various documents to different departments/ offices. Assist in the reproduction of important documents within the division. Performs other related task that may be assigned from time to time. | Must have completed a 2-year course in college or graduated any relevant vocational course and must be knowledgeable in MS office applications (Word, Excel and PowerPoint). |
| 2 | Associate Data Controller | Controls and encodes offices correspondences and other reports, records and files incoming/outgoing communications. Receives, transmits and makes telephone calls and relays messages to immediate supervisor and/or concerned staff. Performs messengerial and other tasks that may be assigned from time to time. | Must have completed a 2 – year course in college or graduated any relevant Vocational course and must be knowledgeable in MS Office applications (Word, Excel & PowerPoint) |
| 3 | Minutes Agenda Assistant | Assist in the preparation and drafting of the Minutes of the NEA Board and Committee meeting through the use of recording machines and transcription. Assist in the preparation and drafting of routine correspondences, memoranda and reports. Performs other related task that maybe assigned from time to time. | Must have completed a 2 – year course in college or graduated any relevant Vocational course and must be knowledgeable in MS Office applications (Word, Excel & PowerPoint) |
| 4 | Legal Servicing Associate | Assist in the conduct of legal research work encodes office correspondences and other reports. Maintains Records and filing system, custody, storage, security, preservation of records. Performs other related tasks that may be assigned from time to time. | Must have completed any 2-year course in college or graduated relevant Vocational course and must be knowledgeable in MS Office applications (Word, Excel & PowerPoint) |
| | | | |

| | | | |
|---|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5 | IT Technician | Maintains computers, install software, hardware and cleans computer sets. Renders minor troubles shooting of computer sets. Renders minor troubles shooting of computer sets and other electronic gadgets. Assists in the preparation of cost estimate and specification of computer parts to be installed. Assists in the networking of NEA-MIS Server. Performs other related tasks that maybe assigned from time to time. | Must have completed a 2-year course in college of any IT Vocational course and must be knowledgeable in computer hardware and other computer applications (Word, Excel and PowerPoint) |
| 6 | Nursing Aide | Administers first aid treatment and provides assistance on hospital admission when necessary. Monitors vital sign such as body temperature, blood pressure, pulse rate, etc. upon request of the employee. Performs other related tasks that may be assigned from time to time. | Must be a graduate of Bachelor of Science in Nursing (BSN) |
| 7 | Electronics and Communication Associate | Transmits and receives outgoing and incoming messages between NEA and Electric Cooperatives (ECs) | Must have completed a 2 – year course in college or graduated any relevant Vocational course and must be knowledgeable in MS Office applications (Word, Excel & PowerPoint) |
| 8 | Photo/Video Documenter | Assist in all photo and video coverage. Performs other related task that may be assigned from time to time | Must be a High School Graduate or Completed any relevant Vocational trade course. |
| 9 | Drives/Courier | Drives the NEA service motor vehicle for its officials and employees on official travel. Responsible for the preventive maintenance and cleanliness of the vehicle assigned to him. Performs messengerial and other related tasks that may be assigned from time to time | Must be a High School Graduate or completed relevant vocational/trade course with Professional Driver’s License; Have attended Defensive Driving Seminar duly accredited by LTO/MMDA supported by original copy of Certificate of Attendance |

I hereby certify to comply and deliver all of the above requirements

Conforme : _____
(Printed Name/Signature of the Bidder/Authorized Representative)

Designation : _____

Company : _____

Date : _____

OTHER MATTERS:

I. POLICY ON OVERTIME, MESSENGERIAL & TRAVELLING EXPENSES

It is the policy of this Agency to pay for overtime services, messengerial and travelling expenses properly authorized and appropriately rendered in accordance with the approved budget for the said services. The payment for messengerial and travelling expenses shall be processed upon completion of necessary documents.

1. MESSENGERIAL EXPENSES

The Manpower authorized to perform messengerial function is entitled to:

- A. Actual reimbursement of transportation expenses using only ordinary public conveyance or customary modes of transportation.
- B. Meal Allowance of Fifty Pesos (P50.00) if he/she is still out of the Office by 1:00 P.M.

2. TRAVELLING EXPENSES

The Manpower who is authorized to go on fieldwork is entitled to:

- A. Actual reimbursement of travelling expenses using only ordinary public conveyance or customary modes of transportation.
- B. Regular pay and per diem of Two Hundred Pesos (P200.00) and is no longer entitled to overtime pay for the duration of the fieldwork.

The preclude double payment of expenditures, the travel allowance prescribed shall not be allowed in cases where the fare paid for transportation includes meals and quarters en route, or where meals and lodging are paid for or furnished by the government.

3. USE OF THE EMPLOYEE'S PASS and TRAVEL ORDER

Employee's Pass (EP)

Employee's Pass shall contain the name/s and signature/s of the manpower authorized to render official business with the various private and public offices, service partners and stakeholders of NEA within Metro Manila; the name and signature of the Department Manager/Head of Office or his/her authorized representative authorizing the conduct of such transportation and signature; and the information to be supplied by the Security Guard on-duty relative to the departure and arrival of the EP user.

Travel Order (TO)

Travel Order shall bear the name/s of the manpower authorized to go on fieldwork, the place, duration, purpose, and the name and signature of the Department Manager/Head of Office authorizing the travel and approved by the authorized representative of the service provider.

4. LIMITATIONS/AUTHORITY

1. Overtime (OT) work authority shall be decided by the concerned Division Manager and Department Manager or Head of Office.
2. For the Office of the Administrator (OA), OT work authority shall be decided by the Head Executive Assistant (HEA).
3. For the Office of the Deputy Administrators (ODA), OT shall be decided by the DA.
4. OT services rendered during regular working days shall not exceed two (2) hours. On highly important and exceptional cases, as determined and authorized by the concerned Deputy Administrator, and duly approved by the Deputy Administrator for Corporate Resources and Financial Services or the Administrator, OT may exceed two (2) hours.
5. OT services on Saturdays, Sundays and Holidays should be discouraged, unless performance of work or activity is necessary. OT request shall be made by the Department Manager/Head of Office and approved by the Deputy Administrator concerned. In such case, overtime service shall not exceed eight (8) hours in a day. The presence of a NEA employee on the actual render of OT is a requirement not only to supervise/monitor the tasks but also to ensure the achievement of the purpose.
6. Manpower personnel who report for work late during regular working days shall not be allowed to render overtime service for that particular day.
7. Payment of OT services rendered should be at least minimum of one (1) hour.
8. OT services during regular days can be rendered up to 7:00 P.M. only, except in highly important and exceptional cases
9. Manpower personnel who is on fieldwork is entitled to regular pay and per diem of P200.00/day and is no longer entitled to overtime pay.

To preclude double payment of expenditures, the travel allowance prescribed shall not be allowed in cases where the fare paid for transportation includes meals and quarters en route, or where meals and lodging are paid for or furnished by the government.

10. Grant of overtime pay for work which is not urgent in nature as to require completion within a specified time, or that can be undertaken during regular office hours shall not be allowed.

5. IMPLEMENTING GUIDELINES

1. The Employees Pass (EP), duly accomplished, shall be presented to the Security Guard on-duty before leaving the office premises, and must contain the following data:
 - The name and signature of the Department/Division Manager and Head of Office of his/her authorized representative authorizing the issuance of the EP;
 - The name/s and signature/s of the service provider personnel authorized to render messengerial work;
 - The department where the manpower is assigned, the destination and purpose;
 - The time of departure/actual time of return and the signature of the Security Guard on-duty shall properly be written and recorded on the EP; and
 - Entries or information in the EP should be completed, otherwise it will be invalid.
2. The Travel Order (TO) Form shall be issued to the service provider manpower prior to actual date of the assignment, and must contain the following data:
 - The name of the Department Manager/Head of Office authorizing the issuance of the TO shall be indicated;
 - The name/s of the service provider personnel authorized to work on field shall be reflected; and
 - The destination/date/purpose of the TO shall be enumerated.
3. OT during regular working days shall commence at 5:00 P.M.
4. OT in excess of eight (8) hours during non-regular working days (i.e. Holidays Special Holiday, Rest Day) shall no longer be considered.
5. The Overtime Authorization/Request Form shall be properly accomplished before the actual overtime date, and must contain the following data:
 - The Department/Division/Head of Office requesting for the overtime service shall be indicated;

- The names/ and position/s of service provider personnel required to render overtime;
 - The nature of work to be done shall be clearly described in the form;
 - The NEA Department/Division Manager/Head of Office/HEA are the only authorized officials to request for overtime services; and
 - The NEA HRAD Department Manager and Deputy Administrator for Corporate Resources and Financial Services are the only authorized officials to sign the recommending approval and approval, respectively.
6. The duly accomplished Overtime Authorization/Request Form shall then be forwarded to service provider office and be included in the submission of payroll requirement through the Billing Office of service provider.
- OT request form should be approved before the actual overtime. In case of urgent request for overtime, HRMD should be notified verbally in lieu of the OT form. Authorization should be accomplished immediately after the overtime.
7. The service provider personnel, after rendering overtime work, shall secure a certification for overtime services from the requesting NEA official.
8. For overtime services rendered on excess of the allowable twenty (20) hours, a justification from the requesting NEA official shall be secured. OT service rendered in excess of forty (40) hours shall no longer be compensated.
9. Manpower's Daily Time Record (DTR) shall be verified by NEA's authorized personnel.
10. The duly accomplished forms enumerated below shall be submitted to NEA's authorized personnel immediately after completion of overtime work:
- Employee's DTR
 - Duly accomplished Overtime Authorization/Request Form
 - Certificate of Accomplishment Report/Certification of Overtime Service from requesting NEA officials enumerating the actual accomplishment.
 - Justification (claim of overtime pay in excess of twenty (20) hours, but not exceeding forty (40) hours, if any).
11. For purposes of distinction, the Overtime Authorization/Request Form bearing the contractor-logo's letterhead shall be used.
12. No blanket authority shall be allowed for request for OT, except for those involved with special projects through the issuance of Office Order.

6. MONITORING COMPLIANCE

It shall be the joint responsibility of the Contractor and NEA to ensure that the scope of services required for overtime work, travel order and employees' pass shall be completed, and that payment shall be made accordingly, taking into consideration delivery of efficient and effective service, stipulated under the Contract of Agreement between the two parties.

It is understood that the NEA official requesting for manpower's overtime work and other related services shall be fully responsible for the monitoring and evaluating the status and result of the services rendered including the time consumed during said overtime.

II. REQUIREMENTS FROM THE CONTRACTOR

1. The **CONTRACTOR** agrees to render manpower services for the National Electrification Administration at its departments/offices, where necessary, and shall provide the **PRINCIPAL** with:
 - a) Qualified and trained manpower to ensure and sustain/maintain the delivery of necessary services to the **PRINCIPAL's** department/offices.
 - b) Work to be performed shall be in accordance with the Technical Specifications/Scope of Work (II. of this TOR)
2. The Manpower employees to be assigned to execute the job are exclusive employees of the **CONTRACTOR** and do not necessarily bring forth an employer-employee relationship with **PRINCIPAL** except, that under this Contract of Services, they would be given access to the premises to perform their duties during their time of work. As such, the **CONTRACTOR** hereby warrants to. Duly and faithfully comply with all laws, rules and regulations pertaining to the employment of labor now existing or which may hereafter be enacted including, but not limited to, the Minimum Wages, Social Security and Employees Compensation requirements.

The **CONTRACTOR** shall be answerable and accountable for any accident or injury of any kind which may occur to any Manpower or any third person, although such injury, damages or death arose out of/or occurred in the course of the performance of the duties of the said Manpower.

The **CONTRACTOR** hereby undertakes to hold the **PRINCIPAL**, free and harmless from any obligation, lawsuit or any liability for any action, inaction or violation of any contract, law, rule or regulation made by **CONTRACTOR's** Manpower, agents or offices.
3. For mutual protection of both parties, the **CONTRACTOR** shall submit its Manpower to a thorough search, whenever they report for duty and when they check out, by the **PRINCIPAL's** security guard or its duly authorized representative.

4. The **PRINCIPAL** shall, at all times, have the right to inspect the work of **CONTRACTOR's** Manpower at its departments/offices. The **PRINCIPAL** shall not have the authority to terminate the services of any particular Manpower hired by **CONTRACTOR**. However, the **PRINCIPAL** shall have the right to require **CONTRACTOR** not to continue to detail, at the **PRINCIPAL's** departments/offices, any Manpower who otherwise become/s undesirable to the **PRINCIPAL** after giving the **CONTRACTOR** due process. Whenever such right is exercised by the **PRINCIPAL**, the **CONTRACTOR** agrees to act upon the matter according to the needs of the **PRINCIPAL**.
5. The **CONTRACTOR** is required to submit Medical Certificate (chest x-ray, drug test and COVID-19 Swab or Rapid Antigen Test) from any DOH-accredited hospitals/clinics of all its Manpower. For new Manpower/relievers, additional requirements of latest NBI clearance and Certificate of Good Moral Character from their respective Barangay Chairman before deployment shall be required.
6. The **CONTRACTOR** shall pay for any loss or damage caused on the **PRINCIPAL's** property, provided that it has been duly established after due investigation that such loss is the fault of the **CONTRACTOR's** Manpower, provided further that said loss, pilferage or breakage of the property involved shall be immediately reported orally or in writing to **CONTRACTOR** or any of its duly authorized representative within five (5) days from discovery. The amount to be paid to the **PRINCIPAL** shall be the market value of such property lost or damaged as jointly determined by the **PRINCIPAL** and the **CONTRACTOR**, in accordance with existing policies and procedures.
7. No new Manpower shall be hired and no extension on the services shall be made without prior approval from the **PRINCIPAL**, specifically on cases wherein the additional/extended employee is over and above the provision in the contract.

For this purpose, any Manpower movements such as assignment, rotation, provision of relievers shall be coursed through the **PRINCIPAL's** HRMD Manager, in order to ensure appropriate service and matching of skills is provided within the **PRINCIPAL's** offices.

8. The **CONTRACTOR** shall provide a supervisor that will oversee the overall performance of the manpower deployed at the **PRINCIPAL's** Office.
9. The contractor shall provide the **PRINCIPAL** with Fifty-five (55) Manpower, in accordance with the Technical Specifications/Scope of Work. They shall be stationed daily at **PRINCIPAL's** departments/offices, working eight (8) hours a day and five (5) days a week observing 8:00 A.M. – 5:00 P.M. work schedule. The Contractor shall adapt the No Work No Pay Rule.
10. Suspension of work by reason of work disturbances and similar occurrences shall implement according to Labor Advisory No. 17 Series of 2022.
11. The **CONTRACTOR** shall submit to the **PRINCIPAL**, together with its billings, the time cards of its workers, leaves of absences, proofs of payment/remittance to SSS, Pag-IBIG, BIR and other related documents. Absence and tardiness shall be deducted from the contract amount. Habitual tardiness shall be deducted from the

contract amount. Habitual tardiness and absenteeism are grounds for replacing the concerned manpower.

WORKPLACE ATTENDANCE

- a. For each quarter, there shall be an accumulated three (3) instances of tardiness and/or undertime allowed per Manpower. An excess of three (3) tardiness in any quarter shall constitute a ground for replacement;
 - b. For the whole year, each Manpower shall be allowed five (5) absences inclusive of accumulated half-days. An excess of five (5) days during the first three (3) quarters of the contract period shall constitute a ground for replacement;
 - c. Tardiness shall not be offset with the available absences and leaves of each employee;
 - d. Reasons for exemption from 9.a and 9.b are the following:
 - Force Majeure
 - Illness/accident of Manpower or any member or his/her immediate family (parents/spouse/child) should be supported by a Medical Certificate, maximum of fifteen (15) working days and seven (7) working days, respectively; and
 - Death of any immediate member of his/her family (parent/spouse/child), should be a maximum of seven (7) working days;
10. The **PRINCIPAL** shall have the right to terminate the Contract prior to its expiration, should the **CONTRACTOR** fail to fulfill any of its obligations under this Contract.
11. In the event the position being held and performed by a certain Manpower will be filled-up through a regular plantilla position of the NEA, the **CONTRACTOR** will automatically recall the Manpower concerned and collapse the position.
12. The **CONTRACTOR** shall ensure full payment of salaries and wages of Manpower, in accordance with the new minimum wage rate per Wage Order No. NCR-23, effective June 04, 2022;
13. Upon verification of the **PRINCIPAL**, and after due notice to the **CONTRACTOR**, and upon finding that *the latter shall have violated Provision No. 12 and/or any provision of the Contract for Manpower Services*, the **CONTRACTOR** shall be meted the following penalties:

1st Offense – Penalty of 1% of the Contract amount

2nd Offense – Termination of Contract

It is understood that in addition to these penalties, the **CONTRACTOR** shall be liable for any and all claims that a Manpower may have against it arising from the termination of the contract.

14. This agreement shall take effect on March 01, 2023 and shall continue to be in force until February 28, 2024 subject to periodic performance evaluation of the winning Manpower bidder unless terminated by either party upon 30-day written notice.

III. OTHER PRE-EMPLOYMENT REQUIREMENTS TO SUBMIT AFTER THE AWARD OF CONTRACT

1. NBI Clearance and Medical Certificates (Chest X-ray, drug test, Covid-19 swab test and Hepa B screening) from any DOH accredited hospitals/clinics;
2. Certificate of Good Moral Character from their respective Barangay Chairman or previous employer within six (6) months period; and
3. Copies of Contract duly signed by the Contractor and each of the Manpower indicating the duties and responsibilities as stated in the Technical Specifications/Scope of Work.

I hereby certify to comply and deliver all of the above requirements

Conforme : _____
(Printed Name/Signature of the Bidder/Authorized Representative)

Designation : _____

Company : _____

Date : _____

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- (k) *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government

office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

- (1) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

FORMS

Statement of Single Largest Completed Contract (SLCC) Similar To The Contract To Be Bid

Below is the list of the list of SLCC of our company as required in Checklist of Technical Documents. Letter (c) of the Bidding Document:

| Name of Contract/ Project Cost | Date of Contract | Contract Duration | Supplier's Name and Address | Kinds of Goods | Date of Delivery | Contract Amount |
|--------------------------------|------------------|-------------------|-----------------------------|----------------|------------------|-----------------|
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Note: This statement shall be supported with NOA, Contract, NTP, O.R or Sales Invoice & other docs, if necessary

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Company Name : _____

Date : _____

Statement of all Ongoing Government & Private Contracts Including Contracts Awarded But Not Yet Started, If Any, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid

Below is the list of the list of all on-going government and private contracts awarded to our company including contracts awarded but not yet started as required in Checklist of Technical Documents. Letter (b) of the Bidding Document:

| Name of Contract/ Project Cost | Date of Contract | Contract Duration | Owner's Name and Address | Kinds of Goods | Date of Delivery | Amount | |
|-----------------------------------|------------------|-------------------|--------------------------|----------------|------------------|-----------------|-------------------------------|
| | | | | | | Contract Amount | Value of Outstanding Contract |
| <u>Government</u> | | | | | | | |
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Note: This statement shall be supported with NOA, Contract, NTP and other docs, if necessary

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Company Name : _____

Date : _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

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

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[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 to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable:)];

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, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information 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:]*

[If a sole proprietorship:] The owner or sole proprietor is 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, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members 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, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[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, the head of the Project Management Office 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; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give 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 government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent
Amount and Purpose of Commission or gratuity

(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|------|-------------|-------------------|----------|-------------------------|---------------------------------------------------------------------|----------------------------------------------------------------|------------------------------------------------------|--------------------------------------------|------------------------------------------------------------------|
| Item | Description | Country of origin | Quantity | Unit price EXW per item | Transportation and all other costs incidental to delivery, per item | Sales and other taxes payable if Contract is awarded, per item | Cost of Incidental Services, if applicable, per item | Total Price, per unit (col 5+6+7+8) | Total Price delivered Final Destination (col 9) x (col 4) |
| | | | | | | | | | |

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

