

PHILIPPINE BIDDING DOCUMENTS

**NATIONAL ELECTRIFICATION
ADMINISTRATION**

**Procurement of One (1) Year
Obligational Manpower Services**

NEA ITB No. 2023-03 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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



NATIONAL ELECTRIFICATION ADMINISTRATION

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

1. The **National Electrification Administration (NEA)**, through the **2024 Cash Operating Budget** intends to apply the sum of **Thirteen Million Seven Hundred Seventy Thousand Five Hundred Fifty Nine Pesos & 36/100 (PhP13,770,559.36)** being the ABC to payments under the contract for **Procurement of One (1) Year Obligational Manpower Services/NEA ITB No. 2023-03 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 procurement of **fifty seven (57) manpower staff to be assigned to different departments/offices**. Delivery of the Goods is for **one (1) year**. 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 (NEA)** and inspect the Bidding Documents at **#57 NIA Road, Government Center, Diliman, Quezon City, from 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 **04 December 2023** 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 **Twenty Five Thousand Pesos (PhP25,000.00)** 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 *11 December 2023 at 10:00 AM* at *Cultural Affairs Room, 2nd Floor, NEA Building, No. 57 NIA Road, Diliman, Quezon City* which shall be open to prospective bidders.
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 *26 December 2023 at 10:00 A.M.* 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 *26 December 2023 at 10:15 A.M.* at the *Cultural Affairs Room (CAR), 2nd Floor, NEA Building*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. 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.
11. For further information, please refer to:

Ms. Rhina H. Angue
Chairperson, BAC Secretariat
National Electrification Administration (NEA)
#57 NIA Road, Government Center, Diliman, Quezon City
E-mail address: *nea.bac.sec9184@gmail.com*
Tel. No.: 8929-19-09 local 148

12. You may visit the following websites:

For downloading of Bidding Documents:

www.philgeps.gov.ph
www.nea.gov.ph

Quezon City, Philippines, 04 December 2023


ATTY. ALEXANDER PAUL T. RIVERA
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *National Electrification Administration* wishes to receive Bids for the *Procurement of One (1) Year Obligational Manpower Services*, with identification number *NEA ITB No. 2023-03 EPA*.

The Procurement Project (referred to herein as “Project”) is composed of One (1) Lot, 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 *2024 Corporate Operating Budget* in the amount of *Thirteen Million Seven Hundred Seventy Thousand Five Hundred Fifty Nine Pesos & 36/100 (PhP13,770,559.36)*.

2.2. The source of funding is the 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 exceeding those allowed under the rules may participate pursuant to:

- 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:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the **11 December 2023, 10:00 A.M** and either at its physical address, ***Cultural Affairs Room (CAR), 2nd Floor, NEA Building, 57 NIA Road, Diliman, Quezon City***, 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 *Five (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:

Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 *One Hundred Twenty (120) calendar day*. 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 original and two copies 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.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

16. Deadline for Submission of Bids

- 16.1. 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

- 18.1. 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

- 21.1. 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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Requirements of One (1) Year Obligational Manpower Services</i> b. Completed within <i>Five (5) years</i> 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 <i>Quezon City, Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Php275,411.19 (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 Php688,527.97 (5%) of ABC if bid security is in Surety Bond.
19.3	<i>An ABC of Thirteen Million Seven Hundred Seventy Thousand Five Hundred Fifty Nine Pesos & 36/100 (PhP13,770,559.36)</i>
20.2	<i>No further instructions.</i>
21.2	<i>No further instructions.</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. 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.
- 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<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 <i>[indicate place of destination]</i>. 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 <i>Ms. Anastacia B. Suasi</i>.</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> <ul 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

	<p>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.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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. <p>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.</p> <p>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.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
	<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</p>

	<p>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>“The terms of payment shall be as follows: Bi-monthly or a monthly basis upon receipt of billing statement and other required documents</i></p>
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> 1. <i>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.</i> 2. <i>The CONTRACTOR shall allow NEA's duly appointed inspectors/auditors free access to records, documents and equipment for inspection and audit. It shall likewise provide any and all relevant information as may be required by NEA.</i>

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.	<i>Procurement of One (1) Year Obligational Manpower Services</i>	57	57	One (1) year contract to be commenced upon receipt of Notice to Proceed
	Data Transporter	22		
	Associate Data Controller	27		
	Minutes Agenda Assistant	2		
	Legal Servicing Associate	1		
	IT Technician	1		
	Electronics & Communication Associate	1		
	Photo/Video Documenter	1		
	Nursing Aide	1		
	Driver/Courier	1		

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

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

N O.	POSITION	JOB DESCRIPTION	QUALIFICATION STANDARD	Statement of Compliance
SCOPE OF WORK				
A. MINIMUM OF ONE (1) YEAR WORK EXPERIENCE FOR ALL POSITIONS				
1	Data Transporter (Messenger)	Record/Encode Incoming and or outgoing correspondences and other reports. Maintains records and filing system, custody, storage, security, preservation of records. Perform other related tasks that may be assigned from time to time.	Must have completed a 2-year course in college or graduated in any relevant vocational course and must be knowledgeable in MS Office applications (Word, Excel, and PowerPoint).	
2	Associate Data Controller	Control and encode office correspondences and other reports. Record and file incoming/outgoing communications. Receive, transmit and make telephone calls and relay messages to immediate supervisor and/or concerned staff. Perform messengerial and other tasks that may be assigned from time to time.	Must have completed a 2-year course in college or Graduated in any relevant Vocational course and must be knowledgeable in MS Office applications (Word, Excel, and Powerpoint).	
3	Minutes Agenda Assistant	Assist in the preparation of the Minutes of the NEA Board and Committee meetings through the use of recording machines and transcription. Assist in the preparation of drafting of routine correspondences, memoranda, and reports. Perform other related tasks that may be assigned from time to time.	Must have completed a 2-year course in college or Graduated in any relevant Vocational course and must be knowledgeable in MS Office applications (Word, Excel, and Powerpoint).	
4	Legal Servicing Associate	Assist in the conduct of Legal research work. Encode Office correspondences and other reports. Maintain records and filing system, custody, storage, security, preservation of records. Perform other related tasks that may be assigned from time to time.	Must have completed a 2-year course in college or Graduated in any relevant Vocational course and must be knowledgeable in MS Office applications (Word, Excel, and Powerpoint).	
5	IT Technician	Maintain computers, install software, hardware, and clean computer sets. Render minor troubleshooting of computer parts to be installed. Assist in the networking of NEA-MIS Server. Perform other related tasks that may be assigned from time to time.	Must have completed a 2-year course in college or any IT vocational course and must be knowledgeable in MS Office applications (Word, Excel, and Powerpoint).	

6	Nursing Aide	Administer first aid treatment and provide assistance on hospital admission when necessary. Monitor vital signs such as body temperature, blood pressure, pulse rate, etc. upon the request of the employee. Perform 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	Transmit and receive outgoing and incoming messages between NEA and Electric Cooperatives (ECs) through radio/ facsimile machines. Verify outgoing and incoming messages. Assist in the maintenance and operation of the public address system. Perform other related tasks that may be assigned from time to time.	Must have graduated a 2-year course in college or any IT vocational course and must be knowledgeable in MS Office applications (Word, Excel, and Powerpoint).	
8	Photo/Video Documenter	Assist in all photo and video coverage. Perform other related tasks that may be assigned from time to time.	Must be a High School graduate or completed any relevant vocational trade course.	
9	Driver/Courier	Drive the NEA service motor vehicle for its officials and employees on official travel. Undertake preventive maintenance and cleanliness of the vehicle assigned to him. Perform messengerial and other related tasks that may be assigned from time to time.	Must be a HighSchool graduate or completed a relevant vocational/trade course with Professional Driver's License; Have attended Defensive Driving Seminar 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 : _____

I. 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 NEA with:
 - a) Qualified and trained manpower to ensure and sustain/maintain the delivery of necessary services to the NEAs department/offices.
 - b) Work to be performed shall be in accordance with the Technical Specifications/ Scope of Works (VI. 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 NEA 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 NEA, 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. **CONTRACTOR** personnel shall be in complete proper uniform including wearing of identification card at all times. These items shall be provided by the **CONTRACTOR** to all assigned personnel and at no cost to NEA.
4. 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 NEA's security guard or its duly authorized representative.
5. The **CONTRACTOR** is required to submit a 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 NEA'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 NEA shall be the market value of such property

lost or damaged as jointly determined by the NEA and the **CONTRACTOR**, in accordance with existing policies and procedures.

7. The **CONTRACTOR** shall be responsible for payment of all indemnities arising out of any labor accident which may occur in the course of work and for which he/she may be responsible under the pertinent labor law more particularly Presidential Decree No. 442, as amended otherwise known as the Labor Code of the Philippines and such other pertinent laws and applicable hereto.
8. The **CONTRACTOR** shall be answerable or accountable for any accident, or any kind of injury or death, which may occur to any employee of the **CONTRACTOR** during the time and consequence to the performance of the work.
9. An orientation/briefing should be conducted to the new manpower personnel before deployment. An employee's handbook, uniform guidelines, among others should be issued to the manpower staff.
10. The contractor shall provide the NEA with Fifty-seven (57) Manpower, in accordance with the Technical Specifications/Scope of Work. They shall be stationed daily at NEA'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.
11. The **CONTRACTOR** shall submit to the NEA, 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.
12. The **CONTRACTOR** shall refer to the following computation for the basis of standardization of all labor cost composition, including other obligations such as SSS, Philhealth, State Insurance Fund (ECC), and Pag-ibig, for the supply of manpower service requirements of NEA.

Labor Cost Computation based on DOLE Handbook Workers' Statutory Monetary Benefits

Estimated Equivalent Monthly Rate (EEMR) = (ADR x 262 days) / 12 months

Applicable daily wage rate (ADWR) x total equivalent number of days per year
12 months

Total Equivalent Number of Days per Year, for Manpower Employees

244.00 days =	Ordinary working days
12.00 days =	Regular holidays
6.00 days =	Special non-working days*
<hr/>	
262.00 days	

Monthly Breakdown of Labor (in Peso Value)

Basic Salary (RA 6727) = Daily Rate x total equivalent no.

		of days
13 th Month Pay	=	Basic Salary / 12
Employee's Contribution	=	SSS, Philhealth, Pag-ibig, ECC Table of contribution payment schedules. Based on Basic Salary
Incentive Leave (5 days)	=	(Daily Rate x 5 days) / 12

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:
 - d.1. Force Majeure
 - d.2. 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
 - d.3. Death of any immediate member of his/her family (parent/spouse/child), should be a maximum of seven (7) working days.

SALARIES AND WAGES

- a. Prevailing labor laws provide that the employee is entitled to one hundred percent (100%) of daily wage even if he/she did not report to work provided that he/she is present or on leave of absence with pay on the day immediately preceding a Regular Holiday. If he/she reports for work, he/she shall be entitled to another one hundred percent (100%) as Holiday Premium or a total of two hundred percent (200%) daily wage. (Art. 94 – Labor Code)
- b. Wage Increase - If in case during the duration of the Contract, the DOLE shall issue order of wage increase, it shall apply to Level C employees with corresponding adjustment to the wages of level A and B employees to avoid wage distortion.

- c. Premium Pay – Additional pay shall be observed during the Special Non-working Holidays. Meaning, if the employee did not report for work on the special holiday, he/she shall still be entitled to receive his daily basic pay. If he/she reports for work, he/she is entitled to an additional thirty percent (30%) premium, apart from his/her daily wage.
- d. Extra Services – Other non-working days declared by the government shall be considered “no work, no pay” policy except the Five (5) Special Non-Working Holidays on National Level stated above as per Proclamation No. 368 issued on 11 October 2023 as shown in the above computation of number of work days, which is 262 days.
- e. If extra services beyond regular working hours will be needed or required by NEA, NEA’s authorized representative/s may order the **CONTRACTOR** to perform such services provided that such extra services shall be made-upon thru written notice/authority from NEA to be duly approved by the **CONTRACTOR’s** authorized representative. Service performed beyond regular working hours shall be given overtime pay and shall be subject to approval of the authorized representative.
- f. Night Shift Differential – Night Shift Differential refers to the additional compensation of ten percent (10%) of an employee’s regular wage for each hour of work performed between 10:00 PM and 6:00 AM.
- g. Suspension of work by reason by weather disturbances, inclement weather and similar occurrences shall be implemented according to Labor Advisory No. 17 Series of 2022.
- h. Suspension of work by reason of work disturbances and similar occurrences shall be implemented according to Labor Advisory No. 17 Series of 2022.
- i. The **CONTRACTOR** shall pay all salaries and wages to his regular and/or alternate personnel for the period 1st to 15th of the month on the 20th day of the current month and for 16th to 30th of the month shall be on the 5th day of the succeeding month. The salaries and wages due to all alternate personnel shall be based on the **NEA/CONTRACTOR’s** Contract.
- j. If salary is made thru cash payroll, payment shall always be made at NEA’s premises where work is conducted.
- k. For salary remittance thru the **ATM**, **CONTRACTOR** shall provide to NEA a copy of payment instructions to the bank together with a copy of payroll for the applicable period on or before the scheduled payoff. NEA reserves the right to assign representative/s to observe payment of salaries and wages due their personnel. Delayed payment of employee’s compensation shall be enough ground for the cancellation and/or termination of the existing contract and/or direct payment of the compensation of **CONTRACTOR’s** employees by NEA at NEA’s option.

1. The net payment of every assigned personnel shall be indicated in the pay slip wherein the following data are clearly indicated:

Company Name and Business Address;

Name of Regular and/or Alternate Personnel and Designation;

Payroll Period;

Gross Pay including 13th month pay, pro-rata;

Itemized Deduction based on NEA/CONTRACTOR's Contract; and
Net Pay.

- m. Deduction from salaries of personnel shall be limited to those allowed/authorized by Law. Any deduction beyond the allowed/authorized shall be clearly indicated in the payroll, explained to and concurred by the personnel. Wage increases prescribed by law thru wage orders shall be implemented by the CONTRACTOR, being for the benefits of its employees, and NEA shall reimburse to the CONTRACTOR the appropriate wage increase; hence the contract is deemed amended accordingly.
13. The NEA 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.
14. 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.
15. 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-24, approved on June 06, 2023;
16. Upon verification of the NEA, 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.

17. This agreement shall take effect on March 01, 2024 and shall continue to be in force until February 28, 2025 subject to periodic performance evaluation of the winning Manpower bidder unless terminated by either party upon 30-day written notice.

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

1. NBI Clearance and Medical Certificates (Chest X-ray, drug 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.

X. BREAKDOWN OF POSITIONS BY DEPARTMENT/OFFICE

NO	POSITION	DEPARTMENT/OFFICE	NO. OF MANPOWER
1	DATA TRANSPORTER	IAQSMO	1
		OA	1
		ODALS	1
		CCSMO	1
		ITCSD	1
		DMPCD-Records	1
		DMPCD	1
		ADCOM	1
		RAO	1
		ECAD-ECFMAD	1
		ECAD-ECOSAD	1
		CDPD	1
		GSD-Office	1
		GSD-Motorpool	1
		DACRFS	1
		COA	1
		AMD	1
		FSAD	1
		FPCD	1
		DRRMD	1
		TOD	1
		TEREDD	1
		Total	<u>22</u>

NO	POSITION	DEPARTMENT/OFFICE	NO. OF MANPOWER
2	ASSOCIATE DATA CONTROLLER	OA	1
		CPO	2
		OPASS	1
		DMD-Records	1
		ITSDD	1
		NETI	1
		ODALS	1
		ODAECMS	1
		OMDD	1
		FSAD	1
		TD	1
		HRMD	1
		HRMD-CSC	1
		GSD-Office	2
		GSD-BAC	1
		AMGD	1
		ASD	2
		ENG'G	2
		ORED	1
		SAMAKAREN	1
		OCORSEC	1
		TEREDD	1
		ODATS	1
		Total	<u>27</u>
3	MINUTES AGENDA ASSISTANT	OCORSEC	2
4	LEGAL SERVICING ASSOCIATE	LSO	1
5	IT TECHNICIAN	ITSDD	1
6	ELECTRONICS & COMMUNICATION	ITSDD	1
7	PHOTO/VIDEO DOCUMENTER	CCSMO	1
8	NURSING AIDE	HRMD-CLINIC	1
9	DRIVER/COURIER	GSD	1
		Total	<u>8</u>
Grand Total			<u>57</u>

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **and**;
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, **and**
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; **and**
- (d) Tax Clearance per EO No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR)

Technical Documents

- (e) 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**
- (f) 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**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- (k) 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

- (l) 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

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

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

- (o) *[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.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Republic of the Philippines



Government Procurement Policy Board