

**ILOILO 1 ELECTRIC COOPERATIVE, INC.
(ILECO – 1)**



**REBIDDING
FOR THE PROCUREMENT OF
SERVICES**

**Supply of Services for
Meter Reading and Bills Distribution**

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A. INVITATION TO BID



Iloilo I Electric Cooperative, Inc.

(ILECO 1)

5021 Tigbauan, Iloilo, Philippines

Tel. Nos. 511-7822 to 25 Telefax 511-8852 E-mail: ilecoenmain@gmail.com

Coverage Area: Almodian Otas Cabatuan Pavia Guimbal San Joaquin Igbani San Miguel Leganes Sta. Barbara Leon Tigbauan Maasin Tubangan Magas

INVITATION TO BID NO. 2021-014

The Iloilo I Electric Cooperative, Inc. (ILECO-I) through its Bids and Awards Committee (BAC) now invites bids from interested bidders for the **public rebidding** of hereunder contract:

ITEM NO.	LOT NO.	BRIEF DESCRIPTION	APPROVED BUDGET FOR THE CONTRACT (ABC) INCLUSIVE OF VAT	NONREFUNDABLE FEE FOR BID DOCUMENTS	DELIVERY SCHEDULE/ COMPLETION SCHEDULE	SOURCE OF FUND
1	1	Supply of Services for Meter Reading and Bills Distribution	Php 34,500,000.00	Php 25,000.00	Two (2) Years	Internally Generated Fund

The procurement process will be conducted via virtual bidding conference. The schedules of the procurement process are shown below:

Item No.	Availability of Documents	Pre-Bid Conference	Bid Opening
1	The Bid document is available starting December 22, 2021 until January 9, 2021, Monday to Friday from 9:00 AM to 12:00 NN and 1:00 PM to 5:00 PM, and January 10, 2021 from 9:00 am to 12 NN.	December 29, 2021 at 1:30 PM <i>(Via zoom link which will be sent to qualified bidders a day before the activity)</i>	January 10, 2021 at 1:30 PM <i>(Via zoom link which will be sent to qualified bidders a day before the activity)</i>

Bidding documents are downloadable and free of charge at ILECO 1 website: www.ileco1.com. However, only those who have purchased the Non-Refundable Bid Documents are allowed to attend the Pre-bid Conference and submit their bid offer during the Bid Opening. Meeting ID or Link will be provided via e-mail.

Representatives from each bidder company must submit their notarized authorization letter one (1) day before the Pre-bid conference and Opening of Bids via BAC official email. Failure to comply the above-mentioned will automatically mean disqualification.

The submitted documents of each bidder shall be examined and checked to ascertain they are all present using a non-discretionary "pass/fail" criterion. The HOPE reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract as indicated in the Section 41 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as The Government Procurement Reform Act.

For more queries or clarification, kindly coordinate with our BAC Secretariat, **Joanna G. Estrada/Lyka Rev C. Ellorquez** through their Mobile No.: 0905-657-494/0909-131-2823 or you may email us at bac.ileco1@gmail.com


MARICON C. GARRIDO
 BAC Chairperson
 Iloilo I Electric Cooperative, Inc. (ILECO-I)
 Namooon, Tigbauan, Iloilo
 December 22, 2021



We Serve Member-consumer-owners with Integrity Loyalty and Efficiency

- Otos Area Office: 337-0077
- Guimbal Service Center: 315-5512
- San Miguel Serv. Center: 331-0880
- 24-Hour Hotline: (033) 511-8138 / (017) 314-4410
- Mag-asan Area Office: 513-7080
- Cabatuan Service Center: 522-8342
- Leon Coll. Office: 882-0297
- Sta. Barbara Area Office: 523-8632
- Leganes Service Center: 524-909 8
- San Joaquin Coll. Office: 316-7515

B. CERTIFICATE OF AVAILABILITY OF FUNDS



Iloilo 1 Electric Cooperative, Inc.

(ILECO 1)

5021 Tigbauan, Iloilo, Philippines

Tel. Nos. 511-7822 to 25 Telefax 511-8852 E-mail: ogm.ileco1@gmail.com

Alimodian Cabatuan Guimbal Igaras Leganes Leon Maasin Miag-ao
Oton Pavia San Joaquin San Miguel Sta. Barbara Tigbauan Tubungan

CERTIFICATION

To Whom It May Concern;

This is to certify that Iloilo 1 Electric Cooperative, Inc. (ILECO-I) has allocated budget with available fund for the Supply of Services for Meter Reading and Distribution of Bills.


This certification is issued in support for the procurement of the above-mentioned services in consonance with the Procurement Guidelines and Simplified Bidding Procedures for Electric Cooperatives issued by the National Electrification Administration (NEA).

Issued this 15th day of June 2021 at Tigbauan, Iloilo.

Certified by:


JECTOFER D. ARLOS
OIC-FSD

Noted by:


ENGR. MIGUEL A. PAGUNTALAN JR.
General Manager



We Serve Member-consumer-owners with Integrity Loyalty and Efficiency

- Oton Area Office: 336-8443
- Cabatuan Service Center: 315-5512
- San Miguel Serv. Center: 331-0480
- 24-Hour Hotline: (033) 511-8138 / 0917 314 4410
- Miag-ao Area Office: 513-7080
- Cabatuan Service Center: 522-8142
- Leon Coll. Office: 882-0297
- Sta. Barbara Area Office: 523-8631
- Leganes Service Center: 524-969 8
- San Joaquin Coll. Office: 334-7515

C. INSTRUCTION TO BIDDERS

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1. SCOPE OF BID

- 1.1. Iloilo 1 Electric Cooperative, Inc. (ILECO 1) refers to the **Iloilo 1 Electric Cooperative, Inc (ILECO 1)**, invites bids for the Services, as described in Section G (Schedule of Requirements).
- 1.2. The successful Bidder will be expected to complete the Services by the intended completion date specified in SCC.
- 1.3 The ILECO 1 invites eligible Bidders to Bids for the project “Supply of Services for Meter Reading and Bills Distribution”

2. SOURCE OF FUNDS

The Source of Fund for this project is from the **Internally Generated Fund** of the Iloilo 1 Electric Cooperative, Inc. (ILECO-1).

3. ELIGIBLE BIDDERS

- 3.1 The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the Approved Budget of the Contract (ABC) adjusted. However, SERVICE AGENCIES under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.
- 3.2 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

4. BIDDER'S RESPONSIBILITIES

- 4.1. The Bidder or its duly authorized representative shall submit an Omnibus Sworn Statement in the form prescribed in Form-002.
- 4.2. The Bidder is responsible for the following:
 - (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for this Project, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s.

- (e) Ensuring that it is not “blacklisted” or barred from bidding by the government or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized.
- (f) Ensuring that 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;
- (g) Authorizing the Head of the ILECO 1 or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with existing labor laws and standards, if applicable. Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.
- (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
 - (i) *Ensure the entitlement of Servicers to wages, hours of Services, safety and health and other prevailing conditions of Services as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable. In case there is a finding by the Iloilo 1 Electric Cooperative, Inc. (ILECO-1) or the DOLE of underpayment or non-payment of Servicers’ wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining Servicers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.*
 - (ii) *Comply with occupational safety and health standards and to correct deficiencies, if any. In case of imminent danger, injury or death of the Servicer, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Services Stoppage Order; and*
 - (iii) *Inform the Servicers of their conditions of Services, labor clauses under the contract specifying wages, hours of Services and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment’s premises; and (k) Ensuring that it 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.*

- 4.3. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including:
- (a) the location and the nature of the contract, project, or Services;
 - (b) climatic conditions;
 - (c) transportation facilities;
 - (d) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and
 - (e) other factors that may affect the cost, duration and execution or implementation of the contract, project, or Services.
- 4.4. The ILECO 1 shall not assume any responsibility regarding erroneous interpretations or conclusions by the Bidder out of the data furnished by the ILECO 1.
- 4.5. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the government which may affect the contract in any way.
- 4.6. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the ILECO 1 will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 4.7. Bidders should note that the ILECO 1 will only accept bids only from those that have paid the non-refundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

5. CONTENTS OF BIDDING DOCUMENTS

5.1. PRE-BID CONFERENCE

- 5.1.1. If so specified in the invitation to bid, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
- 5.1.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the ILECO 1's requirements. Non-attendance of the Bidders will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.
- 5.1.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

5.2. CLARIFICATIONS AND AMENDMENTS TO BIDDING DOCUMENTS

- 5.2.1. Bidders who have purchased the Bidding Documents may request for clarifications on any part of the Bidding Documents for an interpretation. Such a request must be in writing and submitted to the ILECO 1 at the address indicated in the Invitation to bid at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- 5.2.2. Supplemental/Bid Bulletins may be issued upon the ILECO 1's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 5.2.3. Any Supplemental/Bid Bulletin issued by the BAC shall be provided to the bidders within five (5) Calendar Days from Pre-Bid Conference. It shall be the responsibility of all Bidders who secured the Bidding Documents to inquire and secure the Supplemental/Bid Bulletin that may be issued by the BAC.

6. DOCUMENTS COMPRISING THE BIDS

- 6.1 Bidders shall submit their bids in one (1) mother envelope that contains two (2) separate envelopes. First envelope (Envelope 1) should contain the following folders **(1 Original and 1 Photocopy)**:

Eligibility Requirements (Envelope 1)

(a) Folder 1 - Legal Documents

1. DTI Business name registration/SEC registration certificate, whichever is appropriate under laws of the Philippines;
2. Valid and current Mayor's permit/municipal license; (principal place of business)
3. BIR Value Added Tax Registration;
4. Omnibus Sworn Statement-Affidavit;
5. Compliance with E.O #398
 - a. Proof of VAT payments for the past six months **(April 2021 to September 2021)**;
 - b. Tax clearance from the BIR to prove bidder's full and timely payment of taxes to the government;
 - c. A certification under oath from the bidder's responsible officers that the bidder is free and clear of all liabilities with the government;
6. Duly signed and Notarized Instructions to Bidders **(From Page 6-20)**

(b) Folder 2 - Technical Documents

1. Statement in matrix form **(Form-005)** all ongoing and completed government and private contracts (service contracts, maintenance contracts, purchase orders, job orders, etc.) within the relevant period, where applicable, including contracts awarded but not yet started, if any. The statement shall state whether each contract is:
 - a. Ongoing, Completed or Awarded but not yet started; within the relevant period,

where applicable. Each contract should include the following:

- i. The name of the contract;
- ii. Date of contract;
- iii. Amount of contract and value of outstanding contracts;
- iv. Date of delivery;
- v. End-user's acceptance, if completed
- vi. **Certification of a Client Satisfactory Rating**

- b. Statement identifying the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid within the relevant period as provided in the bidding documents. **(Form-006)**

(c) Folder 3 - Financial Documents

1. Complete set of audited financial statements, stamped "received" by the BIR or for the preceding calendar year which should not be earlier than 2 years from the date of bid submission.

Complete set of financial statement includes the following:

- 1.) Balance Sheet/Statement of Financial Condition
 - 2.) Income Statement/Statement of Operations
 - 3.) Statement of Changes in Equity
 - 4.) Cash Flow Statement
 - 5.) Notes to Financial Statement
 - 6.) Statement of Management Responsibility for Financial Statement
2. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) should be equal or more than the ABC, or a commitment from a universal or commercial bank to extend to it a credit line if awarded the contract to be bid, in an amount not lower than the amount set by the ILECO 1, which shall be at least equal to ten percent (10%) of the Approved Budget for the Contract (ABC) to be bid.

(d) Folder 4 -Class " B" Documents

Valid joint venture agreement, in case of a joint venture. Each member of the joint venture shall submit the required eligibility documents;

Bid Proposals (Envelope 2)

(e) Folder 1 - Technical Proposal

1. Bid Security as to form, amount and validity period (2% of the ABC)
2. Confirming on the Detailed Schedule of Requirements **(Section G)**
3. Confirming Statement on Completion Schedule and Narrative Plan **(Form-004)**
4. Duly signed Statement of Availability of Key Personnel **(Form-007)**

(f) Folder 2 - Financial Proposal

1. Bid Form which include Bid Price in the prescribed bid form **(Form-001) attached with a detailed proposal computation form.**
- 6.2. Each document should be placed in a separate folder with **corresponding label**. The Prospective Bidders will be checked as to their eligibility by the completeness of their submitted requirements using the non-discretionary “pass/fail” criteria.
- 6.3. The second envelope will not be opened if the requirements for the first envelope (Envelope 1) were not complied.

7. BID PRICES

- 7.1. The contract shall be for the whole Services, based on the priced Bill of Quantities submitted by the Bidder.
- 7.2. The Bidder shall fill in rates and prices for all items of the Services described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the ILECO 1, except those required by law or regulations to be provided for.
- 7.3. All duties, taxes, and other levies payable by the SERVICE AGENCY under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.
- 7.4. All bid prices for the given in the Schedule of Requirements in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the ILECO 1, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the HOPE. Furthermore, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, or regulations, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no.

8. BID VALIDITY

- 8.1. Bids shall remain valid for the period specified in the Bid Data Sheet (BDS) which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 8.2. In exceptional circumstances, prior to the expiration of the bid validity period, the ILECO 1 may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in ITB Clause 9 should also be extended corresponding to, at least, the extension of the bid validity period. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered

for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

9. BID SECURITY

9.1. The bid security, issued in favor of the ILECO 1, in the amount equal to the percentage stated herein of the ABC in accordance with the following forms:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.	Two percent (2%)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	

9.2. The bid security should be valid for the period specified in the Clause 8.1. Any bid not accompanied by an acceptable bid security shall be rejected by the ILECO 1 as non-responsive.

9.3. No bid securities shall be returned to the Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in ITB Clause 8.

9.4. Upon signing and execution of the contract pursuant to ITB Clause 21, and the posting of the performance security pursuant to ITB Clause 22, the Bidder’s bid security will be discharged, but in no case later than the bid security validity period as indicated in ITB Clause 8.

9.5. The bid security may be forfeited:

(a) if a Bidder:

(i) Has a finding against the veracity of the required documents submitted.

(ii) submission of eligibility requirements containing false information or falsified documents;

- (iii) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
- (iv) allowing the use of one's name, or using the name of another for purposes of public bidding;
- (v) withdrawal of a bid, or refusal to accept an award, or enter into contract with the ILECO 1 without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
- (vi) refusal or failure to post the required performance security within the prescribed time;
- (vii) refusal to clarify or validate in writing its bid during post qualification within a period of seven (7) calendar days from receipt of the request for clarification;
- (viii) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
- (ix) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
- (x) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

(b) if the successful Bidders:

- (i) fails to sign the contract in accordance with ITB Clause 21;
- (ii) fails to furnish performance security in accordance with ITB Clause 22;

9.6. The Bidders must post a Bid Security in the form stated in ITB Clause 9.1 or may deposit directly to ILECO-I account, RCBC Savings Account, Jalandoni Branch, Iloilo I Electric Cooperative, Inc., Account # 7590534077, wherein the deposit slip must be emailed through bac.ileco1@gmail.com, **two (2) days before the opening of bids for verification of the deposit.** The validity period is 120 calendar days from opening of Bids.

10. FORMAT OF SIGNING BIDS

10.1. Forms as mentioned in ITB Clause 6 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

- 10.2. The Bidders shall prepare an original of the first and second envelopes as described in ITB Clauses 6. In addition, the Bidders shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 10.3. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidders.
- 10.4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidders.

11. SEALING AND MARKINGS OF BIDS

- 11.1. The Bidders shall enclose their original technical proposal described in ITB Clause 10, in one sealed envelope marked “ORIGINAL - TECHNICAL PROPOSAL”, and the original of their financial proposal in another sealed envelope marked “ORIGINAL - FINANCIAL PROPOSAL”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 11.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO.1” - TECHNICAL PROPOSAL” and “COPY NO. 1” – FINANCIAL PROPOSAL” and the outer envelope as “COPY NO. 1”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 11.3. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidders in capital letters;
 - (c) be addressed to the ILECO 1’s BAC.
 - (d) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids.
- 11.4. If bids are not sealed and marked as required, the ILECO 1 will assume no responsibility for the misplacement or premature opening of the bid.

12. DEADLINE FOR SUBMISSION OF BIDS

12.1 Deadline for Submission of Bids

Bids must be received by the ILECO 1’s BAC at the address and on the opening of bids schedule stated in the Invitation to Bid.

13. LATE BIDS

- 13.1 Any bid submitted after the deadline for submission and receipt of bids prescribed by the ILECO 1, pursuant to ITB Clause 12, shall be declared “Late” and shall not be accepted by the ILECO 1.

14. OPENING AND PRELIMINARY EXAMINATION OF BIDS

- 14.1. The BAC shall open the Bids in public on the specified scheduled opening of bids and in case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall reschedule the opening of Bids and shall issue a Notice of Postponement to be posted in the website of the ILECO 1 concerned.
- 14.2. The BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 14.3. Immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible Bidder whose first bid envelope was rated "passed." The second envelope of each complying Bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC, the BAC shall rate the bid concerned as "failed." Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation or subject for Post Qualification.
- 14.4. The ILECO 1 shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 14.5. The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the Bid Opening shall be made available to the public upon written request.

15. PROCESS TO BE CONFIDENTIAL

- 15.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award.
- 15.2. Any effort by a Bidder to influence the ILECO 1 in the ILECO 1's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

16. CLARIFICATION OF BIDS

To assist in the evaluation, comparison and post-qualification of the bids, the ILECO 1 may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall

be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the ILECO 1 shall not be considered

17. DETAILED EVALUATION AND COMPARISON OF BIDS

17.1. The ILECO 1 will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids in order to determine the Lowest Calculated Bid.

17.2. The Lowest Calculated Bid shall be determined in two steps:

- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
- (b) The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

17.3. The ILECO 1's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary "pass/fail" criterion. The BAC shall consider the following in the evaluation of bids:

- (a) Completeness of the bid. Unless the BDS allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the ILECO 1,
- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

17.4. Based on the detailed evaluation of bids, those that comply with the abovementioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered.

17.5. The ILECO 1's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.

17.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

- 17.7. Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the bid or combination of bids offering the lowest calculated cost to the ILECO 1. Bid prices quoted shall correspond to all of the requirements specified for each lot. Bid Security as required shall be submitted for each contract (lot) separately.

18. POST QUALIFICATION

- 18.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the **Lowest Calculated Bid** complies with and is responsive to all the requirements and conditions specified herein.
- 18.2. Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security.
- 18.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HOPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 18.5. A negative determination shall result in rejection of the Bidder's bid, in which event the ILECO 1 shall proceed to the next Lowest Calculated Bid, with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation of contract award.
- 18.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HOPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 18.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HOPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the Bidder with the HOPE.

19. RESERVATION CLAUSE

- 19.1. Notwithstanding the eligibility or post-qualification of a Bidder, the ILECO 1 concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any

misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the ILECO 1 shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

19.2. Based on the following grounds, the ILECO 1 reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (a) If there is prima facie evidence of collusion between appropriate public officers or employees of the ILECO 1, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) If the ILECO 1's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of ILECO – I as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HOPE;
 - (ii) If the project is no longer necessary as determined by the HOPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the ILECO 1.

19.3. In addition, the ILECO 1 may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements, fail post qualification; or
- (d) The Bidder with the LCRB refuses, without justifiable cause, to accept the award of contract.

20. CONTRACT AWARD

20.1. Subject to ITB Clause 18, the HOPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.

- 20.2. Prior to the expiration of the period of bid validity, the ILECO 1 shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the ILECO 1.
- 20.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Posting of the performance security in accordance with ITB Clause 22;
 - (b) Signing of the contract as provided in ITB Clause 21; and
 - (c) Approval by higher authority or by HOPE.

21. SIGNING OF THE CONTRACT

- 21.1. At the same time as the ILECO 1 notifies the successful Bidder that its bid has been accepted, the ILECO 1 shall send the Contract Form to the Bidder, which Contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.2. Within **five (5) calendar days** from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the ILECO 1.
- 21.3. The ILECO 1 shall enter into contract with the successful Bidder within the **ten (10) calendar day** period provided that all the documentary requirements are complied with.
- 21.4. The following documents shall form part of the contract:
- (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning Bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the ILECO 1's bid evaluation;
 - (d) Performance Security;
 - (e) Notice of Award of Contract; and
 - (f) S-Curve or Program of Services
 - (g) Other contract documents that may be required.

22. PERFORMANCE SECURITY

- 22.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of **five (5) calendar days** from the receipt of the Notice of Award from the ILECO 1 and in no case later than the signing of the contract.

22.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the ILECO 1 in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Contract Price)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	

22.3. Failure of the successful Bidder to comply with the above-mentioned requirement **within the specified period stated in ITB Clause 22.1** shall constitute sufficient ground for **the annulment of the award and forfeiture of the bid security**, in which event the ILECO 1 shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until LCRB is identified and selected for recommendation of contract award. However, if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

23. NOTICE TO PROCEED

Within seven (7) calendar days from the date of approval of the Contract by the appropriate authority, the ILECO 1 shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

D. BID DATA SHEET

1.1	The Procuring Entity is Iloilo 1 Electric Cooperative, Inc. (ILECO-1)
1.3	The name of the Contract is <i>“Supply of Services for Meter Reading and Bills Distribution”</i>
5.1	<p>The ILECO 1 will hold a Pre-Bid Conference for this project on:</p> <p style="text-align: center;">December 29, 2021 at 1:30 PM Iloilo 1 Electric Cooperative, Inc. ILECO-I main office, Multi-Purpose Hall Brgy. Namocon, Tigbauan Bidders shall attend via Zoom App Tel. No. 511-7822 to 25 www.ileco1.com</p>
6.1 (b).1	The statement of all ongoing government and private contracts shall include all such contracts within the last Five (5) years prior to the deadline for the submission and receipt of bids.
6.1 (b).1.b	<p><u>Single Largest Completed Contract (SLCC)</u></p> <p>The single largest completed contract (SLCC) similar to the contract to be bid shall be within the last Five (5) years prior to the deadline for the submission and receipt of bids, and equivalent to a percentage of the ABC as specified in this ITB Clause.</p> <p>For this purpose, similar contracts shall refer to the <u>Meter Reading and Other Related Services concerning kWhrmeters.</u></p>
6.1 (e).2	<p><u>Additional Set of Technical Parameters</u></p> <ol style="list-style-type: none"> 1. Stability <ol style="list-style-type: none"> (a) Years of Experience (b) Liquidity of the SERVICE AGENCY (c) Organizational Set-up 2. Resources <ol style="list-style-type: none"> (a) Number and Kind of Equipment and Supplies to be used (b) Number of Meter Readers, Project Manager & Programmer 3. Implementation Plan 4. Other Factors: <ol style="list-style-type: none"> (a) Recruitment and Selection Criteria (b) Completeness of Uniform and Other Paraphernalia
	The bidder shall submit the following documents as part of the Technical Proposal:

	<p>1. List of Personnel to be assigned to the contract to be bid with their respective curriculum vitae showing among others their educational attainment, professional qualification and experiences.</p> <p>The key personnel are at minimum of <u>30 personnel knowledgeable in meter reading.</u></p> <p>Duly signed Statement of Availability of Key Personnel and Equipment.</p>
6.1 (f).1	<p>This shall include of the following documents:</p> <ol style="list-style-type: none"> 1) Bid prices in the prescribed form 2) Detailed Computation of Bid <p>Each and every page of the Bid Form, including the Bill of Materials under Form-001 shall be <u>signed</u> by duly authorized representative/s of the Bidder.</p>
7	<p>The ABC is <u>Thirty-Four Million Five Hundred Thousand Pesos (Php 34,500,000.00) for the service of two (2) years.</u> Any bid with a financial component exceeding this amount shall not be accepted.</p>
8.1	<p>Bid will be valid for 120 calendar days from the opening of Bids.</p>
9.1	<p>The Bidder's Bid Security may deposit directly to ILECO-I account, RCBC Savings Account, Jalandoni Branch, Iloilo I Electric Cooperative, Inc., Account # 7590534077, wherein the deposit slip must be emailed through bac.ileco1@gmail.com at least <u>two (2) days before the opening of bids</u></p>
9.2	<p>The bid security shall be valid for 120 calendar days from the date of opening of bids or upon posting of winning bidder the performance bond and/or signed the contract.</p>
14.1	<p>The place and schedule of the opening of Bids is on:</p> <p style="text-align: center;">November 19, 2021, at 3:00 PM Iloilo I Electric Cooperative, Inc. ILECO-I main office, Multi-Purpose Hall Brgy. Namocon, Tigbauan Bidders shall attend via Zoom App Tel. No. 511-7822 to 25 www.ileco1.com</p>
21	<p>The following documents shall be submitted by the winning bidder <u>within five (5) calendar days</u> from receipt of the Notice of BAC recommendation to the HOPE for Award:</p> <ol style="list-style-type: none"> a) Duly signed Manpower Schedule; b) Duly signed Equipment Utilization Schedule; c) Duly signed Implementation Method in Detailed Narrative Form; e) Contractor's All Risk Insurance (CARI) in accordance with Clause 11 of the General Conditions of Contract;

22	The Performance Security should be paid/posted within five (5) calendar days from the receipt of Notice of Award in the form specified in the Clause 22.2 of Instruction to Bidder or may deposit directly to ILECO-I account, <u>RCBC Savings Account, Jalandoni Branch, Iloilo I Electric Cooperative, Inc., Account # 7590534077</u> , wherein the deposit slip must be emailed through <u>bac.ileco1@gmail.com</u> , upon deposit.

E. GENERAL CONDITIONS OF CONTRACT

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1. Definitions

For purposes of this Clause, boldface type is used to identify defined terms.

- 1.1. **Bill of Quantities/Materials** refers to a list of the specific items of the Services rendered and their corresponding unit prices, lump sums, and/or provisional sums.
- 1.2. **The Completion Date** is the date of completion of the conducted Services as certified by the ILECO 1's Representative.
- 1.3. The **Contract** is the contract between the ILECO 1 and the SERVICE AGENCY to execute, complete, and maintain the Services.
- 1.4 The **Contract Effectivity Date** is the date of signing of the Contract. However, the SERVICE AGENCY shall commence execution of the Services on the Start Date as defined in SCC.
- 1.5 The **Contract Price** is the price stated in the SCC and thereafter to be paid by Contractor
- 1.6 **Contract Period** is the allowable period for the SERVICE AGENCY to complete the Services.
- 1.7 The **SERVICE AGENCY** means the individual SERVICE AGENCY, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- 1.8 The **Supplier's Bid** is the signed offer or proposal submitted by the SERVICE AGENCY to the ILECO 1 in response to the Bidding Documents.
- 1.9 A **Defect** is any part of the Services not completed in accordance with the Contract.
- 1.10 The **Defects Liability Certificate** is the certificate issued by ILECO 1's Representative upon correction of defects by the SERVICE AGENCY.
- 1.11 The **Defects Liability Period** is the period between contract completion and final acceptance within which the SERVICE AGENCY assumes the responsibility to undertake the repair of any damage to the Services at his own expense.
- 1.12 **Equipment** refers to all facilities, supplies, appliances, materials or things required for the execution and completion of the Services provided by the SERVICE AGENCY and which shall not form or are not intended to form part of the Permanent Services.
- 1.13 The **Intended Completion Date** refers to the date specified in the SCC when the SERVICE AGENCY is expected to have completed the Services. The Intended Completion Date may be revised only by the ILECO 1's Representative by issuing an extension of time or an acceleration order.
- 1.14 **Materials** are all supplies, including consumables, used by the SERVICE AGENCY for incorporation in the Services.
- 1.15 The **Notice to Proceed** is a written notice issued by the ILECO 1 or the ILECO 1's Representative to the SERVICE AGENCY requiring the latter to begin the commencement of the Services not later than a specified or determinable date.

- 1.16 The **ILECO 1** is Iloilo 1 Electric Cooperative, Inc (ILECO-1) the Procuring Entity.
- 1.17 The **ILECO 1's Representative** refers to the HOPE or the Head of the ILECO 1 or his duly authorized representative, identified in the SCC, who shall be responsible for supervising the execution of the Services and administering the Contract.
- 1.18 The **Site** is the place provided by the ILECO 1 where the Services shall be executed and any other place or places which may be designated in the SCC, or notified to the SERVICE AGENCY by the ILECO 1's Representative as forming part of the Site.
- 1.19 Site **Investigation Reports** are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 1.20 **Specifications** means the description of Services to be done and the qualities of materials to be used, the equipment to be installed and the mode of construction.
- 1.21 The **Start Date**, as specified in the SCC, is the date when the SERVICE AGENCY is obliged to commence execution of the Services. It does not necessarily coincide with any of the Site Possession Dates.
- 1.22 **Services** mean those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the SERVICE AGENCY covered under the Contract.
- 1.23 **GCC** means the General Conditions of Contract contained in this Section.
- 1.24 **SCC** means the Special Conditions of Contract.

2. The SERVICE AGENCY's Obligations

- 2.1. The SERVICE AGENCY shall carry out the Services properly and in accordance with this Contract under Section **G. Schedule of Requirements or as specified in SCC**. The SERVICE AGENCY shall provide all supervision, labor, Materials, Plant and SERVICE AGENCY's Equipment, which may be required.
- 2.2. The SERVICE AGENCY shall commence execution of the Services on the Start Date and shall carry out the Services in accordance with the Program of Services submitted by the SERVICE AGENCY, as updated with the approval of the ILECO 1 Representative.
- 2.3. The SERVICE AGENCY shall be responsible for the safety of all activities on the Site.
- 2.4. The SERVICE AGENCY shall carry out all instructions of the ILECO 1's Representative that comply with the applicable laws **including the occupational safety and health standards and its respective implementing rules**
- 2.5. The SERVICE AGENCY shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the supervision of the Services. The ILECO 1 will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

- 2.6. If the ILECO 1's Representative asks the SERVICE AGENCY to remove a member of the SERVICE AGENCY's staff or Services force, for justifiable cause, the SERVICE AGENCY ensured to replace the person and shall ensure that the person leaves on the Site within seven (7) days and has no further connection with the Services in this Contract.
- 2.7. During Contract implementation, the SERVICE AGENCY and his subSERVICE AGENCY shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.
- 2.8. **The SERVICE AGENCY shall submit to the ILECO 1 for consent the name and particulars of the person authorized to receive instructions on behalf of the SERVICE AGENCY.**

3. Performance Security

- 3.1. Within five (5) calendar days from receipt of the Notice of Award from the ILECO 1 but in no case later than the signing of the contract by both parties, the SERVICE AGENCY shall furnish the performance security in any of the forms prescribed in ITB Clause 22.2.
- 3.2. The performance security posted in favor of the ILECO 1 shall be **forfeited in the event it is established that the SERVICE AGENCY is in default in any of its obligations under the Contract.**
- 3.3. The performance security shall remain valid until issuance by the ILECO 1 of the Certificate of Final Acceptance.
- 3.4. The performance security may be released by the ILECO 1 and returned to the SERVICE AGENCY after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the SERVICE AGENCY or the surety company filed by the ILECO 1;
 - (b) The SERVICE AGENCY has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.
- 3.5. The SERVICE AGENCY shall post an additional performance security following the amount and form specified in ITB Clause 22.2 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra Services orders and supplemental agreements, as the case may be. The SERVICE AGENCY shall cause the extension of the validity of the performance security to cover approved contract time extensions.
- 3.6. In case of a reduction in the contract value or for partially completed Services under the contract which are usable and accepted by the ILECO 1 the use of which, in the judgment of the implementing agency or the ILECO 1, will not affect the structural integrity of the entire project, the ILECO 1 shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

3.7. Unless otherwise indicated in the SCC, the SERVICE AGENCY, by entering into the Contract with the ILECO 1, acknowledges the right of the ILECO 1 to institute action pursuant to Act 3688 (**An act for the protection of persons furnishing material and labor for the construction of public Services**) against any subSERVICE AGENCY be they an individual, firm, partnership, corporation, or association supplying the SERVICE AGENCY with labor, materials and/or equipment for the performance of this Contract.

4. Subcontracting

4.1 The SERVICE AGENCY may, subject to the prior written consent of ILECO 1, engage the services of a sub-SERVICE AGENCY provided that the SERVICE AGENCY shall remain principally liable to ILECO 1 and ensure that such sub-SERVICE AGENCY complies with the terms and conditions of the Agreement.

5. Liquidated Damages

5.1. Where the SERVICE AGENCY refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is in default under the contract, the SERVICE AGENCY shall pay ILECO 1 the liquidated damages, and not by way of penalty, an amount, as provided in the conditions of contract, equal to one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay. The maximum deduction shall be ten (10) percent of the amount of contract. Once the cumulative amount of liquidated damages reaches ten (10) percent of the amount of the contract, ILECO 1 shall at its own discretion terminate the contract without prejudice to any further action it may take to recover whatever losses incurred due to non-performance of the SERVICE AGENCY.

5.2 To be entitled to such liquidated damages, the SERVICE AGENCY does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the SERVICE AGENCY under the contract and/or collect such liquidated damages from the retention money or other securities posted by the SERVICE AGENCY whichever is convenient to ILECO 1.

6. Site Investigation Reports

The SERVICE AGENCY, in preparing the Bid, shall rely on the Site Investigation Reports conducted by SERVICE AGENCY's personnel and supplemented by any information obtained by the SERVICE AGENCY.

7. Procuring Entity's Responsibilities

7.1. Whenever the performance of the obligations in this Contract requires that the SERVICE AGENCY obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so, needed by the SERVICE AGENCY, make its best effort to assist the SERVICE AGENCY in complying with such requirements in a timely and expeditious manner.

7.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with the Schedule of Requirements.

8. SERVICE AGENCY'S Risk and Warranty Security

8.1. SERVICE AGENCY should warrant that it shall perform and provide the services under the service contract in the most efficient manner and shall answer for any and/or all of its obligations and contingent liabilities specified in the agreement/contract, particularly in erroneous and untimely reading and billing, and submission of reports. The Warranty Security shall be covered by retention money and or performance bond.

8.2. SERVICE AGENCY shall ensure that any and all expiring securities submitted to ILECO 1 shall be renewed or replaced by SERVICE AGENCY with other equally acceptable securities at least thirty (30) days prior to the expiration thereof without need on the part of ILECO 1 to remind SERVICE AGENCY.

9. Liability of the SERVICE AGENCY

Subject to additional provisions, if any, set forth in the SCC, the SERVICE AGENCY's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

SERVICE AGENCY shall be liable to ILECO 1 for the performance of the service in accordance with the provisions of this contract as specified in the SCC.

10. Price

10.1 Except for extraordinary circumstances as determined by ILECO 1 dully approved by the HOPE, no price escalation shall be allowed. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the National Electrification Administration (NEA), promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

11. Insurance

11.1. The SERVICE AGENCY shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:

(a) Contractor's All Risk Insurance;

(b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the SERVICE AGENCY;

(c) Personal injury or death of SERVICE AGENCY's employees; and

(d) Comprehensive insurance for third party liability to SERVICE AGENCY's direct or indirect act or omission causing damage to third persons.

11.2. The SERVICE AGENCY shall provide evidence to the ILECO 1's Representative that the insurances required under this Contract have been effected and shall, within a reasonable time, provide copies of the insurance policies to the ILECO 1's Representative. Such

evidence and such policies shall be provided to the ILECO 1's through the ILECO 1's Representative.

- 11.3. The SERVICE AGENCY shall notify the insurers of changes in the nature, extent, or program for the execution of the Services and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall produce to the ILECO 1's Representative the insurance policies in force including the receipts for payment of the current premiums.
- 11.4. If the SERVICE AGENCY fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the ILECO 1 may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the ILECO 1 may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the SERVICE AGENCY, without prejudice to the ILECO 1 exercising its right to impose other sanctions against the SERVICE AGENCY pursuant to the provisions of this Contract.
- 11.5. In the event the SERVICE AGENCY fails to observe the above safeguards, the ILECO 1 may, at the SERVICE AGENCY's expense, take whatever measure is deemed necessary for its protection and that of the SERVICE AGENCY's personnel and third parties, and/or order the interruption of dangerous services. In addition, the ILECO 1 may refuse to make the payments until the SERVICE AGENCY complies with this Clause.
- 11.6. The SERVICE AGENCY shall immediately replace the insurance policy obtained as required in this Contract, without need of the ILECO 1's demand, with a new policy issued by a new insurance company acceptable to the ILECO 1 for any of the following grounds:
- (a) The issuer of the insurance policy to be replaced has:
- (i) become bankrupt;
 - (ii) been placed under receivership or under a management committee;
 - (iii) been sued for suspension of payment; or
 - (iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
 - (v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

12. Termination by Default

- 12.1. The ILECO 1 shall terminate this Contract for default when any of the following conditions attend its implementation:
- (i) Outside of force majeure, the SERVICE AGENCY fails to deliver or perform any or all of the Services within the period(s) specified in the contract, or within any extension thereof granted by the ILECO 1 pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price

(ii) As a result of force majeure, the Supplier SERVICE AGENCY is unable to deliver or perform any or all of the Services, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or

(iii) The SERVICE AGENCY fails to perform any other obligation under the Contract.

12.2. In the event the ILECO 1 terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 12 to 14, the ILECO 1 may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Supplier shall be liable to the ILECO 1 for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

12.3 In case the delay in the performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the SERVICE AGENCY, the ILECO 1 may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

13. Termination for Insolvency

13.1 The ILECO 1 may at any time terminate the Contract by giving written notice to the SERVICE AGENCY, without compensation to the SERVICE AGENCY, if the SERVICE AGENCY becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the ILECO 1

14. Termination for Convenience

14.1 The LECO-1 may, by written notice sent to the SERVICE AGENCY, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the ILECO-I convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

15. Procedures for Termination of Contracts

15.1. The following provisions shall govern the procedures for the termination of this Contract:

(a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the ILECO 1 shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

(b) Upon recommendation by the ILECO 1, the HOPE shall terminate this Contract only by a written notice to the SERVICE AGENCY conveying the termination of this Contract. The notice shall state:

(i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;

- (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the SERVICE AGENCY to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the ILECO 1, if any. The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the SERVICE AGENCY shall submit to the HOPE a verified position paper stating why the contract should not be terminated. If the SERVICE AGENCY fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HOPE shall issue an order terminating the contract;
- (d) The ILECO 1 may, at any time before receipt of the SERVICE AGENCY's verified position paper described in item (c) above, withdraw the Notice to Terminate if it is determined that certain items or Services subject of the notice had been completed, delivered, or performed before the SERVICE AGENCY's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HOPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the SERVICE AGENCY of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the SERVICE AGENCY of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The HOPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HOPE.

15.2. Pursuant to Section 69(f) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the ILECO 1 shall impose on SERVICE AGENCYS after the termination of the contract the penalty in accordance with the policy on sanction of the SERVICE AGENCYS who have violated the following:

- (a) Failure of the SERVICE AGENCY, due solely to his fault or negligence, to mobilize and start Services or performance within the specified period in the Notice to Proceed ("NTP");
- (b) Failure by the SERVICE AGENCY to fully and faithfully comply with its contractual obligations without valid cause, or failure by the SERVICE AGENCY to comply with any written lawful instruction of the ILECO 1 or its representative(s) pursuant to the implementation of the contract.
- (c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the ILECO 1.
- (d) Poor performance by the SERVICE AGENCY or unsatisfactory quality and/or progress of Services arising from his fault or negligence as reflected in the Contactor's Performance Evaluation System ("CPES") rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the ILECO 1 shall be applied.

- (e) Willful or deliberate abandonment or non-performance of the project or contract by the SERVICE AGENCY resulting to substantial breach thereof without lawful and/or just cause. In addition to the penalty of suspension, the performance security posted by the SERVICE AGENCY shall also be forfeited.

16. Force Majeure. Release from Performance

- 16.1. For purposes of this Contract the terms “*force majeure*” and “*fortuitous event*” may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the SERVICE AGENCY could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the SERVICE AGENCY.
- 16.2. If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the ILECO 1 or the SERVICE AGENCY, the ILECO 1’s Representative shall certify that this Contract has been discontinued. The SERVICE AGENCY shall make the Site safe and stop Services as quickly as possible after receiving this certificate and shall be paid for all Services carried out before receiving it and for any Services carried out afterwards to which a commitment was made.
- 16.3. If the event continues for a period of eighty-four (84) days, either party may then give notice of termination, which shall take effect twenty-eight (28) days after the giving of the notice.
- 16.4. After termination, the SERVICE AGENCY shall be entitled to payment of the unpaid balance of the value of the Services executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:
- (a) any sum to which the SERVICE AGENCY is entitled to claimed.
 - (b) the cost of his suspension and demobilization;
 - (c) any sum to which the ILECO 1 is entitled.
- 16.5. The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

17. Extension of the Intended Completion Date

- 17.1. The ILECO 1’s Representative shall extend the Intended Completion Date if a Variation is issued which makes it impossible for the Intended Completion Date to be achieved by the SERVICE AGENCY without taking steps to accelerate the remaining Services, which would cause the SERVICE AGENCY to incur additional costs. No payment shall be made for any event which may warrant the extension of the Intended Completion Date.

18. Confidentiality of Data

- 18.1 Except when required by Law governing any of the Parties or by competent authority, any information or data received by or conveyed to SERVICE AGENCY or to SERVICE AGENCY’S employee in any manner in the course of his assignment in ILECO 1, is absolutely confidential and the employee cannot, without consent of ILECO 1, be

examined as to any communication made by ILECO 1 to him, or advice given thereon in the course of the engagement.

18.2 All reference to SERVICE AGENCY under this section shall also include SERVICE AGENCY's agent, directors, shareholders and owners.

18.3 Divulgence of such data and confidential information, knowledge of which was acquired by SERVICE AGENCY or SERVICE AGENCY's employee in the discharge of his duties or making the same known in any manner, whether willful or unknowing, constitute a breach of the agreement and entitles ILECO 1 to immediate termination of the agreement without prejudice to SERVICE AGENCY/SERVICE AGENCY's employee's liabilities under the Civil and Criminal Laws.

18.4 The duties and liabilities under this clause shall remain in effect after the expiration of the agreement or its termination for whatever reason. This shall continue to bind SERVICE AGENCY's employees even after they have ceased as employees of SERVICE AGENCY. SERVICE AGENCY shall undertake to inform its employees of their duties and liabilities under this clause. A breach of this provision by SERVICE AGENCY's former employee gives rise to the presumption that said employee was not properly informed of this provision by SERVICE AGENCY, and SERVICE AGENCY shall continue to be liable for the said former employee's action, unless SERVICE AGENCY can prove to ILECO 1's satisfaction that the employee was duly informed.

19. SERVICE AGENCY's Right to Claim

19.1 If the SERVICE AGENCY incurs cost as a result of any of the events under GCC Clause 9, the SERVICE AGENCY shall be entitled to the amount of such cost. If as a result of any of the said events, it is necessary to change the Services, this shall be dealt with as a Variation.

20. Program of Services

20.1. Within the time stated in the SCC, the SERVICE AGENCY shall submit to the ILECO 1's Representative for approval a Program of Services showing the general methods, arrangements, order, and timing for all the activities in the Services.

21. Management Conferences

21.1. Either the ILECO 1's Representative or the SERVICE AGENCY may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining Services and deal with matters raised in accordance with the early warning procedure.

21.2. The ILECO 1's Representative shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the ILECO 1. The responsibility of the parties for actions to be taken shall be decided by the ILECO 1's Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

22. Delays in the SERVICE AGENCY's Performance

22.1. Performance of Services shall be made by the SERVICE AGENCY in accordance with the time schedule prescribed by the ILECO 1.

22.2. Except as provided under GCC Clause 22, a delay by the SERVICE AGENCY in the performance of its obligations shall render the SERVICE AGENCY liable to the imposition of liquidated damages pursuant to GCC Clause 5, unless an extension of time is agreed upon pursuant to GCC Clause 17 without the application of liquidated damages.

23. Instructions, Inspections and Audits

23.1. The ILECO 1's personnel shall at all reasonable times during rendering of Services be entitled to examine, inspect, measure and test the workmanship, and to check the quality of the rendered services.

23.2. The SERVICE AGENCY shall permit the inspection of the SERVICE AGENCY's accounts and records relating to the performance of the SERVICE AGENCY and to have them audited by ILECO-1 internal auditors.

24. Standard of Performance Evaluation

24.1 SERVICE AGENCY shall perform the services and carry its obligations hereunder with diligence, competence, skill, efficiency and economy and shall observe sound management and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. SERVICE AGENCY, as part of its contractual services shall always act with highest standard of professionalism and at Service Quality Levels ("SQL") determined by ILECO 1 and made part of this Agreement. Such SQL shall be the basis for periodic reviews of the SERVICE AGENCY'S performance. SERVICE AGENCY'S failure to comply with the SQL shall be a violation of the Service Agreement and shall give ILECO 1 the right, at its sole option, to pre-terminate the same in accordance with GCC Clause 15 herewith, and/or impose such sanctions as may be agreed upon with SERVICE AGENCY.

24.2 SERVICE AGENCY shall always execute services with strategies and techniques in accordance with the Magna Carta of Residential Electricity Consumers and the implementing rules and regulations of the National Electrification Administration (NEA).

25. Inspection of Premises, Equipment and Records

25.1 In order to assure itself that the results of the contractual relationship between the parties to this Agreement are entirely satisfactory throughout its duration, ILECO 1 shall have free access to SERVICE AGENCY'S premises, service vehicle and other equipment at all times that SERVICE AGENCY is performing its services as defined.

25.2 SERVICE AGENCY must present its latest financial statements to ILECO 1 annually. SERVICE AGENCY shall maintain a complete set of records of all its transactions with ILECO 1 for the whole duration of the contract.

26. Billing and Payments

26.1 ILECO 1 shall pay SERVICE AGENCY the fees stated in the Terms of Payment of this Contract. The rates may be adjusted provided there is mutual agreement between the parties. Any agreement by the parties shall be in writing and deemed amendments to the contract.

26.2 Payment of the said fees shall be made by ILECO 1 at least fifteen (15) working days from the presentation of the bills or statements of account by SERVICE AGENCY, provided further that the latter shall support the same with an affidavit duly executed by its responsible officer that it has complied with all of its legal obligations to its staff and workers, as provided in Section F.

26.3 Any claim of ILECO 1 or unpaid liabilities by the SERVICE AGENCY arising from the engagement may be offset by ILECO 1, at ILECO 1's option, against any payable of ILECO 1 to SERVICE AGENCY under the service agreement and any agreement under any other contract/agreement between SERVICE AGENCY and ILECO 1. SERVICE AGENCY is expected to submit billings within ten (10) days after the completion services of the billing period.

27. Effectivity and Duration

27.1 The agreement/contract shall be valid and effective for two (2) years and can be extended depending on the performance evaluation and shall be approved by HOPE with both parties agreement.

27.2 It may be renewed under the same terms and conditions or upon such other terms and conditions as may be desired and mutually agreed upon by the parties, with emphasis on the tenure of the renewed contract.

27.3 The Service agreement is deemed to be still binding and valid even if new set of Officers or Board of Directors of ILECO 1 or if ILECO 1 entered into management contract to any third party within the duration of the contract.

27.4 Likewise, in case of intent or move for the termination of this contract prior to the stipulated expiration, the remaining collectibles of SERVICE AGENCY from ILECO 1 should include SERVICE AGENCY's account receivables in consideration of the stipulated duration of contract.

28. Pre-Termination

ILECO 1 may pre-terminate the agreement or its subsequent renewals at any time upon sixty (60) days prior notice to SERVICE AGENCY; provided, however, that ILECO 1 may pre-terminate the agreement for breach or violation of any of the provision thereof, at any time effective immediately upon notice to SERVICE AGENCY, without prejudice to ILECO 1 right to pursue an action for damages as may be warranted by the circumstances. Both parties clearly understand and agree that the exercise of the option to pre-terminate is absolute and shall not give rise to any claim or liability whatsoever except with respect to liabilities incurred by either of the parties prior to the exercise of the option to pre-terminate.

29. Payment Certificates

29.1. The SERVICE AGENCY shall submit to the ILECO 1's Representative **monthly statements of the estimated value of the Services executed** less the cumulative amount certified previously.

29.2. The ILECO 1's Representative shall check the SERVICE AGENCY's monthly statement and certify the amount to be paid to the SERVICE AGENCY.

29.3. The value of Services executed shall:

- (a) be determined by the ILECO 1's Representative;
- (b) comprise the value of the quantities of the items in the Bill of Quantities completed; and
- (c) include the valuations of approved variations.

29.4. The ILECO 1's Representative may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

30. Retention Payment

A retention payment of one (1%) percent shall be withheld every month. It shall be based on the total amount due to the SERVICE AGENCY prior to any deduction and shall be retained each billing period. The 'retention money for the month' shall be due for release upon approval of the **Completion Report less any deduction due to penalties.**

31. Payment on Termination

- 31.1. If the Contract is terminated because of a fundamental breach of Contract by the SERVICE AGENCY, the ILECO 1's Representative shall issue a certificate for the value of the Services done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the Services not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the ILECO 1 exceeds any payment due to the SERVICE AGENCY, the difference shall be a debt payable to the ILECO 1.
- 31.2. If the Contract is terminated for the ILECO 1's convenience or because of a fundamental breach of Contract by the ILECO 1, the ILECO 1's Representative shall issue a certificate for the value of the Services done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the SERVICE AGENCY's personnel employed solely on the Services, and the SERVICE AGENCY's costs of protecting and securing the Services, and less advance payments received up to the date of the certificate.
- 31.3. The net balance due shall be paid or repaid within twenty-eight (28) days from the notice of termination.
- 31.4. If the SERVICE AGENCY has terminated the Contract under GCC Clauses 12 or 13, the ILECO 1 shall promptly return the Performance Security to the SERVICE AGENCY.

32. Notices

- 32.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative as stated in the SCC of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the

address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

32.2. A Party may change its address for notice hereunder by giving the other Party notice of such change.

33. Non-Employment / No Agency Clause

33.1 The relationship between the parties is that of independent SERVICE AGENCY and principal. Thus, there is no principal-agent relationship between ILECO 1 and SERVICE AGENCY, and the employees and/or representatives of SERVICE AGENCY. Neither SERVICE AGENCY nor its employees may bind ILECO 1 to any obligation or contract.

33.2 Furthermore, there will be no employer-employee relationship between ILECO 1 and SERVICE AGENCY and the latter's employees are not employees of ILECO 1. It should be expressly understood that and agreed that ILECO 1 shall not be liable in any manner whatsoever for non-compliance by the SERVICE AGENCY of any requirement under pertinent laws, regulations and SERVICE AGENCY hereby renders ILECO 1 free and harmless from any liability whatsoever for such non-compliance.

F. SPECIAL CONDITIONS OF CONTRACT

<u>GCC Clause</u>						
1.3	The Contract Name is <i>“Supply of Services for Meter Reading and Bills Distribution”</i>					
1.16	The Procuring Entity is the Iloilo 1 Electric Cooperative, Inc. (ILECO 1)					
1.17	<p>The ILECO 1’s Representative:</p> <p>Authorized representative:</p> <p>Mr. Larry P. Nacionales President</p> <p>Engr. Miguel A. Paguntalan Jr. General Manager</p> <p>Project End-user:</p> <p>Mr. Jeniel W. Minerva OIC-Meter Reading and Billing Section (MRBS) jwminerva.ileco1@gmail.com</p>					
2.1	Obligations and responsibilities of this contract are clearly stated under Section G Schedule of Requirements.					
2.5	The SERVICE AGENCY shall provide ILECO 1 a minimum of <u>30 personnel knowledgeable in meter reading</u> to render service solely to ILECO 1 within the whole period of the Contract.					
3.1 (c)	<p><u>Form of Performance Bond:</u></p> <table border="1"> <thead> <tr> <th>Form of Performance Security</th> <th>Amount of Performance Security (Equal to Percentage of the Contract Price)</th> </tr> </thead> <tbody> <tr> <td>a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.</td> <td rowspan="2">Five percent (5%)</td> </tr> <tr> <td>b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td> </tr> </tbody> </table>	Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Contract Price)	a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.	Five percent (5%)	b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.
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5	<p><u>Liquidated Damages:</u></p> <p>The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.</p> <p>The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the ILECO 1 shall rescind the contract, without prejudice to other courses of action and remedies open to it.</p> <p>In addition to liquidated damages, the SERVICE AGENCY shall be liable for penalty caused by or arising from the act, neglect, default or omission of its personnel as follows:</p> <table border="1" data-bbox="487 672 1477 1197"> <thead> <tr> <th data-bbox="487 672 1023 714"><u>Nature</u></th> <th data-bbox="1023 672 1477 714"><u>Penalty</u></th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="487 714 1477 756">Meter Reading Activities</td> </tr> <tr> <td data-bbox="487 756 1023 829">▪ Verified erroneous reading (over and under reading consumption)</td> <td data-bbox="1023 756 1477 829">P150.00/per account</td> </tr> <tr> <td data-bbox="487 829 1023 903">▪ Delayed reading of and uploading of reading consumption</td> <td data-bbox="1023 829 1477 903">P50.00/account/day of delay</td> </tr> <tr> <td data-bbox="487 903 1023 976">▪ No reading without remarks and verified with actual consumptions</td> <td data-bbox="1023 903 1477 976">P100.00/per account/month</td> </tr> <tr> <td data-bbox="487 976 1023 1050">▪ Verified complaint on non-receipt of billing statement /SOA</td> <td data-bbox="1023 976 1477 1050">Penalty of late payment applied to consumer</td> </tr> <tr> <td data-bbox="487 1050 1023 1123">▪ Verified fraudulent reading and related acts</td> <td data-bbox="1023 1050 1477 1123">P10,000 for every offense</td> </tr> <tr> <td data-bbox="487 1123 1023 1197">▪ Verified failure to report consumer concern or complaint</td> <td data-bbox="1023 1123 1477 1197">P200/ consumer</td> </tr> </tbody> </table>	<u>Nature</u>	<u>Penalty</u>	Meter Reading Activities		▪ Verified erroneous reading (over and under reading consumption)	P150.00/per account	▪ Delayed reading of and uploading of reading consumption	P50.00/account/day of delay	▪ No reading without remarks and verified with actual consumptions	P100.00/per account/month	▪ Verified complaint on non-receipt of billing statement /SOA	Penalty of late payment applied to consumer	▪ Verified fraudulent reading and related acts	P10,000 for every offense	▪ Verified failure to report consumer concern or complaint	P200/ consumer
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6	It shall be the responsibility of the SERVICE AGENCY to obtain the site investigation reports.																
10	<p>All bid prices for a duration of two (2) years shall be fixed and shall not be adjusted during contract implementation, except for the following:</p> <ul style="list-style-type: none"> ✚ Increase in minimum daily wage pursuant to law or new wage orders issued after the date of bidding, ✚ Increase in taxes; and ✚ If during the term of the contract the procuring entities see the need for an additional scope of work, the resulting cost of said additional work, provided that the ABC for the relevant year is not exceeded. 																
20	<p><u>Program of Services</u></p> <p>Program of Services was clearly enumerated in the Schedule of Requirements.</p>																
20.1	The SERVICE AGENCY shall submit the Program of Services to the Procuring Entity's Representative within five (5) calendar days from its receipt of the Notice of Award duly conformed and accepted.																

Billing and Payments

1. ILECO 1 shall pay SERVICE AGENCY the following fees on per meter/service basis:

SERVICE	RATE
Meter Reading and Billing	Php 13.75 per account read/visited
Geotagging	Php 15.00 per account

Any additional work requested by ILECO 1 from SERVICE AGENCY, not covered by this contract shall be billed separately and included in the monthly bill.

Rates indicated above is valid for all accounts read or visited by the field men. Term ‘visited’ refers to meter read marked with field findings.

SERVICE AGENCY shall make all appropriate tax filings which are necessary to reflect receipt of such payments and SERVICE AGENCY shall make no statement or representation in such filings that it or any of its officers or employees is an employee or agent of ILECO 1.

26.1

2. Payment shall be processed within fifteen (15) Working days upon receipt of Request for Payment/ Billing Statement/Statement of Account from the SERVICE AGENCY that addressed to ILECO 1 General Manager, Engr. Miguel A. Paguntalan Jr. and duly supported with the required documents;
3. The request must be fully supported with Certification from end-user to the effect that it has been Completed in accordance with the terms of this contract and have been duly inspected and accepted with complete submission of required documents.
4. Payment is **inclusive of VAT** and all other taxes subject to corresponding withholding tax, auditing and accounting rules and regulations of the Cooperative relative to release of payment.
5. A retention payment of one (1%) percent shall be withheld every month. It shall be based on the total amount due to the SERVICE AGENCY prior to any deduction and shall be retained each billing period. The ‘retention money for the month’ shall be due for release upon approval of the Completion Report less any deduction due to penalties.

32.1

The Procuring Entities’ address for Notices is:

Engr. Miguel A. Paguntalan Jr.
General Manager

	<p>Iloilo 1 Electric Cooperative, Inc. (ILECO 1) Namocon, Tigbauan ilecoonemain@gmail.com Tel. Nos. 511-7822 to 25 Telefax 511-8852</p> <p>Mr. Jeniel W. Minerva OIC-Meter Reading and Billing Section (MRBS) jwminerva.ileco1@gmail.com</p>

G. SCHEDULE OF REQUIREMENTS

Item	Schedule of Requirements	Statement of Compliance																																							
A	<p>Preparation and Coordination (within four (4)) months Activities in preparation prior to service contract agreement implementation shall be free of charge and no additional cost shall be borne by ILECO-1.</p>																																								
	<p>1. <u>Process adaptation and system development</u></p> <ul style="list-style-type: none"> a. Service Agency shall provide web portal for consumer’s complaint that will send real-time notification of contested bills to ILECO 1 b. Service Agency shall incorporate application or software that will record consumer complaint to be taken by its employees while doing the read and bill and c. Service Agency shall provide mobile app wherein the consumer can view on real time their current bill. 																																								
	<p>2. <u>Route or Sequencing Processing</u></p> <ul style="list-style-type: none"> a. The Service Agency shall make sure to inspect and conduct survey of the area of assignment 																																								
	<p>3. <u>Installation of system hardware and integration of software to ILECO 1’s Billing System.</u></p> <p>The Service Agency shall make sure to adopt and integrate their software to the ILECO 1’s Billing system – Membership, Billing and Collection System (MBCS)</p>																																								
	<p>4. <u>Parallel testing and process improvements</u></p> <p>The Service Agency and ILECO 1 representative shall conduct parallel testing and improve any process for a Best Output.</p>																																								
	<p>5. <u>Timeframe</u></p> <table border="1" data-bbox="228 1312 1094 1875"> <thead> <tr> <th rowspan="2">KEY ACTIVITIES</th> <th colspan="4">MONTHS</th> </tr> <tr> <th>1</th> <th>2</th> <th>3</th> <th>4</th> </tr> </thead> <tbody> <tr> <td>Preparation and coordination</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Process adaptation and system development</td> <td colspan="2">█</td> <td></td> <td></td> </tr> <tr> <td>Route/sequencing processing</td> <td></td> <td colspan="3">█</td> </tr> <tr> <td>Installation of system hardware and integration of software to ILECO 1’s Billing system</td> <td></td> <td colspan="3">█</td> </tr> <tr> <td>Parallel testing and process improvements</td> <td></td> <td></td> <td colspan="2">█</td> </tr> <tr> <td>Service contract/agreement implementation (Start of B)</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	KEY ACTIVITIES	MONTHS				1	2	3	4	Preparation and coordination					Process adaptation and system development	█				Route/sequencing processing		█			Installation of system hardware and integration of software to ILECO 1’s Billing system		█			Parallel testing and process improvements			█		Service contract/agreement implementation (Start of B)					
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B	<p>Policies and Procedure</p> <p>This procedure is an integral part of the read and bill service agreement that will serve as guide by the parties in carrying out the conduct and performance of the contract. Inconsistency to the provisions of the law and general terms of contract, the law or the general term shall prevail unless, otherwise, explicitly clarified by this policy as deemed applicable.</p>	
	<p><u>1. Condition precedent to Operation</u></p> <p>1.1 Service Agency shall comply with the minimum number of personnel, core hardware and software for read and bill, and the structure of communications network that includes web portal or mobile application for MCOs complaint or contested bills, and viewing of current bills</p> <p>1.2 Service Agency shall communicate and agree with ILECO 1 on the requirements that are necessary in the performance of their obligation before the execution of the contract.</p> <p>1.3 Service Agency and ILECO 1 shall, prior to the commencement of read and bill, conduct commissioning and testing of all hardware and core software</p>	
	<p><u>2. Reading and Billing Procedures</u></p> <p><u>2.1 Hardware and Software Inventory Testing before Performance of Read and Bill on Site.</u></p> <p>2.1.1 Service Agency shall submit to ILECO 1 main office (Billing Section) all machines/hardware for testing/inspection at least two (2) days prior to the scheduled monthly uploading of data</p> <p>2.1.2 Service Agency, with their representative/s, shall conduct testing of hardware and software such as but not limited to the accuracy of computation, billing rates for the month, bill format, and other billing requirements for all types of consumers.</p> <p>2.1.3 No machine/hardware shall be used for read and bill unless it has undergone testing and a certification from ILECO 1 Billing Section has been secured.</p> <p><u>2.2 Service Agency shall submit the List of Personnel to be Utilized for the Month</u></p> <p>2.2.1 Service Agency shall submit to the ILECO 1 Billing Section the list of personnel to be utilized for the month and their respective area of assignment prior to scheduled fieldwork.</p>	

2.2.2 Service Agency shall communicate and secure ILECO 1's explicit approval regarding any changes made in the list previously submitted. If impractical for the Service Agency to secure written approval prior to the activity, the Service Agency must at least notify ILECO 1 and secure certification after the activity

2.3 Uploading and Downloading of Reading Data

2.3.1 Billing Section shall upload the reading data to the Contractor's Middleware application at least two (2) days prior to the reading schedule

2.3.2 To secure that all data uploaded to the Service Agency's Middleware are also completely uploaded to the reading gadgets / Handheld Terminal (HHT), all uploading activities shall be done at ILECO 1 main office, except if impracticable, provided with prior express approval of ILECO 1.

2.3.3 Number of books and accounts to be read from MBCS to Middleware shall be reconciled with the data uploaded to reading gadgets / HHT, duly attested and signed by ILECO 1 and Service Agency's representatives. The same data will serve as the basis to evaluate the number of unbilled accounts in a particular billing month.

2.3.4 Service Agency shall perform activities within the scope of the agreement of read and bill agreement. Performance of read and bill outside the scope such as but not limited to special audit, BAPAs, automated read and bill, and High Voltage accounts must have a prior written approval from ILECO 1.

At the minimum, below are the data needed for Read and Bill.

- New and Old Account Number
- Consumer ID
- Account Name
- Address
- Area, Book, and Class Code
- Sequence Code
- Meter Number and Multiplier
- *Previous kWh and kW Reading and Reading Date
- Accounts Receivable
- Advance Payment /

- Bill Number based on ILECO 1 sequencing
- Rate for the Month and Billing Month
- Pre-determined due dates BY ILECO 1
- Remarks

*Note: Decimal points shall be specified in the database in accordance with MBCS avoiding the use of floating point.

2.3.5 The ILECO 1 Billing Section shall be responsible in ensuring that all eligible accounts for reading and billing for the month are included and assigned to the Service Agency.

2.4 Reading of kWh Meters and Billing (Issuance of SOA)

2.4.1 Transportation and safety of its field personnel and staff is the sole and full responsibility of the Service Agency.

2.4.2 Personnel must be at their proper uniform with personal identification at all times while conducting business with ILECO 1 Member-Consumer-Owners (MCOs).

2.4.3 Field personnel shall perform actual reading, and take photo (with date and time) of kWh meter consumption that is similar to the data reflected in the statement of account (SOA). Aside from kWh meter reading, Service Agency is required to submit field findings or observation such as but not limited to:

- Jumpers/illegal service connection and reconnection
- Faded/damage or meter not running
- Broken glass cover
- Tampered electric meter
- Missing Electric Meters
- Difficult to read (high meter installation, inaccessible)
- Meter reading time stamp
- GPS Coordinates

2.4.4 Service Agency's field personnel shall print SOA on-site and distribute the same to MCOs or its representative. MCOs proof of receipt must be documented in a manner that it can be proven in time of complaint or clarification. It will serve as the essential part of Service Agency's deliverable as a prerequisite for the release of payment. ILECO 1 reserves the right to deduct from the total amount due if this is not complied. Alternative proof of receipt must be agreed by

	<p>ILECO 1 and the Service Agency prior to its execution.</p> <p>2.4.5 Notice of disconnection shall be included in the SOA of MCOs with arrearages.</p> <p>2.4.6 Service Agency and ILECO 1 shall set and agree on the threshold to be configured for read and bill software that will serve as a review notification for possible error in the SOA caused by negative consumption or back to zero registered reading, and replaced meter among others. Contractor, in case of doubt, shall communicate such findings to the Billing section for further evaluation. On site evaluation shall be reported to ILECO 1 via field findings.</p> <p>2.4.7 ILECO 1 and the Service Agency must strictly follow the minimum ERC guidelines on distribution of SOAs wherein due date shall fall at least nine (9) days from the receipt of SOA.</p> <p>2.4.8 Service Agency or any of its personnel are strictly prohibited from receiving payment in any form from MCOs. Violation of this provision is a serious offense and shall be subject to penalty and possible legal action.</p> <p>2.4.9 Maximum tolerance and protocol in handling consumers' complaint shall be observed. All complaints must be reported to ILECO 1 via agreed customer care channel or customer complaint portal.</p> <p>2.5 <u>Uploading of kWh Reading and Pictures to Middleware Application</u></p> <p>2.5.1 Service Agency shall upload completed kWh meter readings and photos not later than 10:00 AM of the day following the day of actual reading. Noncompliance of this provision without valid reason shall be subject to penalties provided in the agreement.</p> <p>2.5.2 The Service Agency is required to submit a summary report of data uploaded that includes the number of accounts per book, meter reader in-charge, and the date of actual reading.</p> <p>2.5.3 Service Agency and ILECO 1 shall set an alternative such as use of flash drive containing complete meter reading data as means of uploading data to the middleware in case of network downtime. In the event of unwanted network interruption, Service Agency shall inform ILECO 1 Billing Section of the problem. The Billing Section shall communicate the problem to IT Network Administrator, who</p>	
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	<p>will be responsible in finding solutions.</p> <p>2.6 <u>Service Agency Data Quality Check and Submission to ILECO 1</u></p> <p>2.6.1 The Service Agency shall be primary responsible for accuracy and completeness of data uploaded to the middleware after the conduct of read and bill. The Service Agency shall also be responsible to conduct data evaluation before submission to ILECO 1.</p> <p>2.6.2 Amount of SOAs issued, field findings, data and photos of kWh meter reading shall be in order based on the agreed format and forms of both parties.</p> <p>2.6.3 ILECO 1 shall upload the reading data submitted by the Service Agency on the day of submission or the next working day, if the day of submission falls on weekend or holiday.</p>	
	<p>3. <u>Evaluation of KWh Reading and Pictures</u></p> <p>3.1 Service Agency’s submitted reading data and photos shall be uploaded to MBCS for recalculation and post-evaluation of SOAs.</p> <p>Evaluation shall be done on the following:</p> <p>3.1.1 SOAs issued to MCOs onsite by the Contractor <i>must be equal to</i> the amount calculated by the MBCS.</p> <p>3.1.2 All billed and unbilled accounts shall have a corresponding photo of the kwh meters clearly showing the reading and meter number.</p> <p>3.2 Unbilled accounts must have a valid reason, otherwise, penalties shall be imposed. For unbilled accounts with no valid reason provided, ILECO 1 shall conduct verification on site and print SOA to be distributed to MCOs if it so warrants.</p> <p>3.3 Billing Section shall make evaluation report to be submitted to Consumers Account and Control Division (CACD) Chief and Finance Manager for review, approved by the General Manager and a copy thereof shall be furnished to the Contractor for clarification.</p> <p>3.4 Service Agency shall be made to clarify within three (3) working days from receipt all questionable readings and billings in the evaluation report.</p> <p>3.5 Penalties shall be deducted on the monthly billing for unjustified or questionable readings and billings. Unbilled accounts with no</p>	

	<p>valid reason, errors committed and untrue acts of Service Agency’s field personnel, and other deductions specified in the contract shall be applied/imposed.</p>	
	<p>4. <u>Contract Billing Procedure</u></p> <p><u>GPS Coordinates/Geotagging</u></p> <p>4.1 Payment is within 15 Calendar Days from the submission of monthly accomplishment and certification from the end-users that such scope of work is complied and accepted.</p> <p><u>Meter Reading and Bills Distribution</u></p> <p>4.2 Service Agency is expected to submit monthly billing ten (10) days after the completion of the service for the billing period.</p> <p>4.3 Payment shall be made by ILECO 1 at least fifteen (15) working days from the presentation of the statements of account by the SERVICE AGENCY, provided that all supporting documents are attached together with the affidavit that it has complied with all the legal obligations to its staff and workers as provided in the Contract.</p> <p>4.4 ILECO 1 may offset any claim from or unpaid liabilities by the Service Agency against the monthly billing payable to the latter.</p>	
	<p>5. <u>Performance Evaluation and Audit of Contractors</u></p> <p>To secure the continuity of the Service Agency operation until the term of the agreement, ILECO 1, through its authorized personnel, shall conduct regular evaluation and audit on Service Agency’s regulatory compliances and the provisions of the agreement.</p> <p>5.1 Compliance to taxes and licenses (local and national) and labor</p> <p>5.1.1 The Service Agency shall submit an affidavit of compliances of all national and local taxes on a quarterly basis, attached the list of taxes and licenses complied during the period.</p> <p>5.1.2 Included in the affidavit are the Service Agency’s compliance on DOLE requirements, labor law standards, and statutory contributions for employees.</p> <p>5.2 Performance Evaluation</p> <p>5.2.1 Performance Evaluation is the monthly assessment on the</p>	

	<p>Service Agency performance in carrying the conduct of read and bill service agreement. Evaluation includes personnel evaluation, inspection of tools and equipment (Hardware and Software) used by the Service Agency and MCOs feedback.</p> <p>5.2.2 As provided in the Contract, ILECO 1 shall reserve the right to inspect or audit Service Agency records, office compliances on human resource and financial capacity to ensure the performance of the service or agreement.</p> <p>5.2.3 Service Agency shall submit the annual audited financial statements to ILECO 1 as part of its compliance to the agreement.</p> <p>The SERVICE AGENCY shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria as follows:</p> <p>(1) Quality of service delivered; (2) time management; (3) management and suitability of personnel; (4) contract administration and management; and (5) provision of regular progress reports.</p> <p>Before the end of each year, the Billing Section shall conduct an assessment or evaluation of the performance of the SERVICE AGENCY based on the set of performance criteria prescribed. Based on its assessment, the ILECO 1 management may pre-terminate the contract for failure by the SERVICE AGENCY to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contracts under <u>Clause 15 of the GCC</u></p>	
C	<p><u>Machines and Consumables</u></p> <p>The following machines and consumables shall be provided by SERVICE AGENCY:</p> <ul style="list-style-type: none"> • Service Vehicles • Handheld Terminals • Portable Printers • Thermal Paper 	
D	<p><u>Personnel Selection and Supervision</u></p> <p>For the purpose of ensuring that the obligation under this contract shall be delivered properly ILECO 1 shall require a minimum of <u>three (3) personnel</u> to be assigned per town with a total minimum of <u>30 personnel</u> in the whole area coverage of ILECO 1. It is understood that</p>	

	<p>the number may be increased or decreased as long as SERVICE AGENCY informed and submitted the additional list of personnel to the ILECO-1 with their qualifications, clearances and other pertinent papers for reference.</p> <p>The SERVICE AGENCY warrants that all the personnel/meter readers to be assigned to the ILECO 1 are qualified, physically fit, of good moral character, honest, reliable, competent and cooperative.</p> <p>The ILECO 1 have the right to require the immediate replacement of any personnel, at any time for reason, which the ILECO 1, in their sole judgment consider valid and sufficient.</p> <p>Replacement of personnel on the initiative of the SERVICE AGENCY shall be made only after consultation with the ILECO 1. For security and health reasons, the names, addresses, police clearances, pictures and appropriate medical certificates of the SERVICE AGENCY'S personnel shall be submitted to the ILECO 1 through the Human Resource Division. The SERVICE AGENCY alone shall have the authority to discipline and control its personnel.</p>	
E	<p><u>SERVICE AGENCY'S Obligations and Responsibilities</u></p> <ul style="list-style-type: none"> ✚ Maintain a number of qualified and experienced personnel necessary to perform its obligations under this contract; ✚ Comply with all the existing laws including the occupational safety and health standards and its respective implementing rules; ✚ In the performance of the work, the SERVICE AGENCY shall see to it that the work is done in the safest, most effective and most efficient manner. This include training provisions needed by its employees to accomplish their functions with special emphasis on safety, courtesy and proper conduct and behaviour towards ILECO 1 consumers and the general public; ✚ Pay the agreed penalties and damages as provided under this Contract. The determination of wages, salaries and compensation of workers of the SERVICE AGENCY shall be its sole prerogative; ✚ Ensure that its tools and equipment are compatible with ILECO 1's current hardware and system to ensure that the updated readings are available on schedule. These include HHT, chargers for HHT, computers (or data stations) for transferring data to and from HHT, and other equipment 	

	<p>necessary to carry out the tasks stipulated in the contract. In addition to, SERVICE AGENCY shall maintain the timeliness of data under any unfavorable conditions such as slow internet connection and other similar reason relative thereto;</p> <ul style="list-style-type: none"> ✚ Must have or is required to put up an office in Iloilo City or at ILECO 1 coverage area before implementation and provide field men with appropriate uniforms and identification cards, which must always be worn while performing the job under this contract. The employees name and SERVICE AGENCY's company name and logo must be indicated in the uniform; ✚ Be responsible to ILECO 1 for the complete, accurate and punctual submission of reports and billings, using the standard forms. 	
D	<p><u>Liability of the SERVICE AGENCY</u></p> <p>SERVICE AGENCY shall be liable to ILECO 1 for the performance of the service in accordance with the provisions of this contract:</p> <p>In the performance of the services, SERVICE AGENCY shall:</p> <ul style="list-style-type: none"> ✚ Provide all the manpower needed as it may deem necessary to carry out the services. The number, schedule, source and composition of these resources, either local or foreign, shall be the sole responsibility and cost of SERVICE AGENCY. If for any reason it becomes necessary to replace SERVICE AGENCY's personnel, SERVICE AGENCY shall provide replacement of the personnel with equivalent or better qualification; ✚ The SERVICE AGENCY must provide ILECO 1 Human Resource with a complete and up-to-date list and photograph and upon request, must provide the documents to verify the identity of its employees assigned to ILECO 1; ✚ Provide, at its own expense, proper training, SERVICE AGENCY'S uniforms and identification cards, to be worn at all times by each assigned personnel for purpose of monitoring and identification; ✚ Ensure that all the assigned personnel shall not collect or accept payment from the customers and instead advise them to make payment to ILECO 1 designated payment centers or agents. SERVICE AGENCY shall immediately replace any of 	

	<p>the assigned personnel found to have received/accepted payment from customers and found to have committed offenses that are similar thereof or offenses classified as just causes for termination under the Labor Code of the Philippines.</p> <ul style="list-style-type: none"> ✚ Comply with all the provisions of the Labor Code of the Philippines (as amended) and all social legislations; ✚ Submit annually to ILECO 1 affidavit to the effect that it has paid all the salaries, allowances and benefits due to its employees and workers, in accordance with the Labor Code of the Philippines (as amended) and all social legislations (SSS, HDMF, and PHIC). Non-compliance with this requirement shall be a valid ground for withholding payment of SERVICE AGENCY’S FEE. ✚ SERVICE AGENCY’S employees shall include any person acting on behalf of the SERVICE AGENCY. ✚ Provide timely information to ILECO 1 regarding its Collective Bargaining Agreement with its employees, if any. ✚ The SERVICE AGENCY shall not be liable for any damage or injury caused by or arising out from the act, neglect, default or omission of any person(s) other than the SERVICE AGENCY or its personnel; and ✚ The SERVICE AGENCY shall not be liable for any loss or damage caused by or arising out of fortuitous events or circumstances over which SERVICE AGENCY has no control. 	
F	<p><u>Manner of Performance</u></p> <p>The SERVICE AGENCY shall recommend measures that it shall deem necessary for the effective performance of said services.</p> <ul style="list-style-type: none"> ✚ While in the performance of the services contemplated herein, the SERVICE AGENCY’s employees shall at all times wear proper and clean uniforms to be provided by the SERVICE AGENCY. Only one type of uniform and color scheme shall be adopted for easy identification. 	

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence.

Evidence shall be in the form of unconditional statements of specification. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions the Applicable Law of the Philippines.

CONFORMED BY:

Name : _____
Signature over Printed Name

Designation : _____

Date : _____

H. BIDDING FORMS

1. Bid Form (Form-001)

FORM OF BID

Date: _____

To: _____

Gentlemen and/or Ladies:

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned offer for **Supply of Services for Meter Reading and Bills Distribution** in conformity with the said Bidding Documents for the sum of

_____ Php _____) or such others sums may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to perform/conduct the construction in accordance with the schedule specified in the Delivery Schedule.

If our Bid is accepted, we undertake to provide a performance security in the forms, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in the Instruction to Bidders (ITB) and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 Currency	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 or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per Instruction to Bidders (ITB) Clause No. 4 of the Bidding Documents.

Dated this _____ day of _____ 2021.

(signature)

(in the capacity of)

Duly authorized to sign Bid for on behalf of _____ .

Detailed Project Cost

SERVICE	Unit Cost Per Consumer (Inclusive of VAT)	Total
Meter Reading and Bills Distribution		
Geotagging		
TOTAL BID		

2. Omnibus Statement (Form-002)

OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

I, _____, of legal age, _____,
(Name of Affiant) (Civil Status)
_____ and residing at _____
(Nationality) (Address of Affiant)

With law, do hereby depose and state that:

1. Select one, delete the other:

a. If sole proprietorship:

I am the sole proprietor of _____ with office
(Name of Bidder)
address at _____;
(Address of Bidder)

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

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

2. Select one, delete the other:

a. If sole proprietorship:

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

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

I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the _____

(Name of Bidder)

in the bidding as shown in the attached

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

3. _____ is not "blacklisted" or barred from
(Name of Bidder)

bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, or Electric Cooperatives, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, or Electric Cooperatives.

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

5. _____ is authorizing the Head of
(Name of Bidder)

The Iloilo 1 Electric Cooperative, Inc. (ILECO 1) or its duly authorized representative(s) to verify all the documents submitted;

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

a. If sole proprietorship:

I am not related to the Head of the Iloilo 1 Electric Cooperative, Inc. (ILECO 1), members of the Bids and Awards Committee (BAC), the Technical Servicing Group, and the BAC Secretariat, or the end-user unit, and the project Bidders by consanguinity or affinity up to the third civil degree;

b. If a partnership or cooperative:

None of officers and members of

(Name of Bidder)

Is related to the Head of the Iloilo 1 Electric Cooperative, Inc. (ILECO 1), members of the Bids and Awards Committee (BAC), the Technical Servicing Group, and the BAC Secretariat, or the end-user unit, and the project Bidders by consanguinity or affinity up to the third civil degree;

c. If a corporation or joint venture:

None of the officers, directors, and controlling stockholders of _____ is related to the Head of the _____
(Name of Bidder)

Iloilo 1 Electric Cooperative, Inc. (ILECO 1), members of the Bids and Awards Committee (BAC), the Technical Servicesing Group, and the BAC Secretariat, or the end-user unit, and the project Bidders by consanguinity or affinity up to the third civil degree;

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

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

- a. Carefully examine all of the Bidding Documents;
- b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract
- c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquire or secure Supplemental/Bid Bulletin (s) issued for the _____.
(Name of Project)

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

3. Form of Contract Agreement (Form-003)

CONTRACT OF AGREEMENT

This contract is entered into by and between the **ILOILO 1 ELECTRIC COOPERATIVE, INC. (ILECO-1)**, an electric cooperative existing under the laws of the Philippines with principal office address at Tigbauan, Iloilo, herein represented by its President, **LARRY P. NACIONALES** and hereinafter referred to as the **PARTY OF THE FIRST PART**.

--- and ---

the _____, a corporation duly organized and existing under the laws of the Republic of the Philippines with office address _____ herein represented by its _____ and hereinafter referred to as **PARTY OF THE SECOND PART**;

WITNESSETH

WHEREAS, **THE PARTY OF THE FIRST PART** invited Bids for the "Supply of Services for Meter Reading and Bills Distribution" and has accepted the Bid by **PARTY OF THE SECOND PART**; for the supply and delivery of this Services in the sum of _____, hereinafter referred to as "**the Contract Price**".

WHEREAS, the words and expressions in this Agreement shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to;

WHEREAS, the following documents shall be deemed to form and be read and construed as part of this Agreement, viz.;

- a) the Performance Bond;
- b) the Entity's Notification of Award;
- c) the Bid Form and the Price Form submitted by the Bidder;
- d) the Statement of Delivery Schedule submitted by Bidder;
- e) the After-Sales-Service Warranty submitted by Bidder;
- f) the Technical Specifications;
- g) the Instructions to Bidders;
- h) the Bid Bulletin No. 2021-_____;
- i) the General Conditions of Contract; and
- j) the Special Conditions of Contract;

WHEREAS, in consideration of the payments to be made by the Entity to the SERVICE AGENCY as hereinafter mentioned, the SERVICE AGENCY hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

WHEREAS, The Entity hereby covenants to pay the SERVICE AGENCY in consideration of the provision of the goods and services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the dates below written.

ILOILO 1 ELECTRIC COOP. INC

DIR. LARRY P. NACIONALES

President

Date: _____

Date: _____

Signed in the presence of:

ENGR. MIGUEL A. PAGUNTALAN JR.

ACKNOWLEDGEMENT

Republic of the Philippines)
City/Province of _____) S.S.
X-----X

BEFORE ME, A Notary Public for and in the above jurisdiction, on this ____ day of _____, 2021, at _____, personally came appeared the

above-named persons and presented integrally complete documents, identified by the undersigned Notary Public through their Competent evidence of identity to wit:

LARRY P. NACIONALES
Board President, ILECO-1
Senior Citizens ID No: 4426

and represented to the undersigned Notary Public that the signatures on the Contract Agreement were voluntarily affixed by them for the purposes stated in the instrument or document and declared that they have executed the instrument consisting of _____ pages including this page and its annexes as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2021.

4. Conforming Completion Schedule (Form-004)

PROGRAM OF SERVICES/S-CURVE

Project Name: “Supply of Services for Meter Reading and Bills Distribution”

Preparation Coordination

Services Description	Month			
	1	2	3	4

Narrative Plan for the Implementation:

Submitted by:

Name : _____
Signature over Printed Name

Designation : _____

Date : _____

7. List of Personnel assigned to the Project (Form-007)

Personnel proposed to be assigned to the project

Count	Personnel	Years of Experience
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
-		
-		
-		
-		
-		
-		
-		
-		
n		

Note: Attached copy of individual Curriculum Vitae (CV)

Submitted by:

Name : _____
Signature over Printed Name

Designation : _____

Date : _____



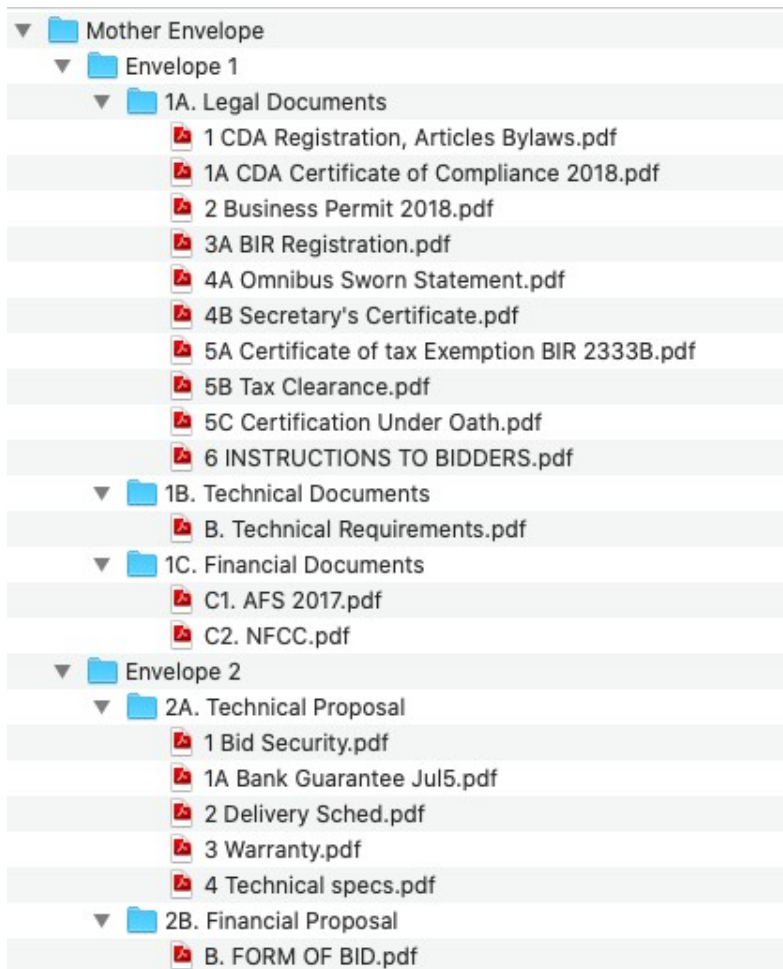
ONLINE BIDDING SUBMISSION AND RECEIPT OF BIDS INSTRUCTION MANUAL

A. BID FORMAT PREPARATION (For Bidders)

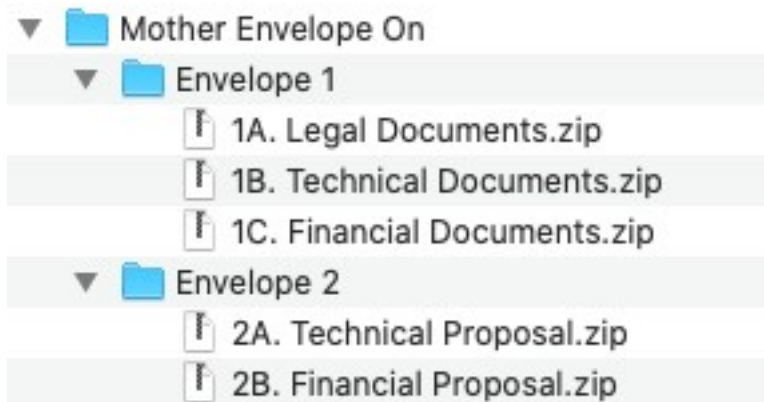
1. Prepare the following prescribed folder arrangement: One (1) Mother Envelope that contains two (2) separate Envelopes. Each Envelope must contain the prescribed Folders.



The content of each Folder should be saved as a PDF file with numerical prefix in each file name according to the checklist of eligibility requirements.



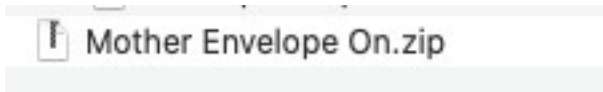
2. Compress each Folder. Each Folder must be password protected.



3. Compress each Envelope. Each Envelope must be password protected.



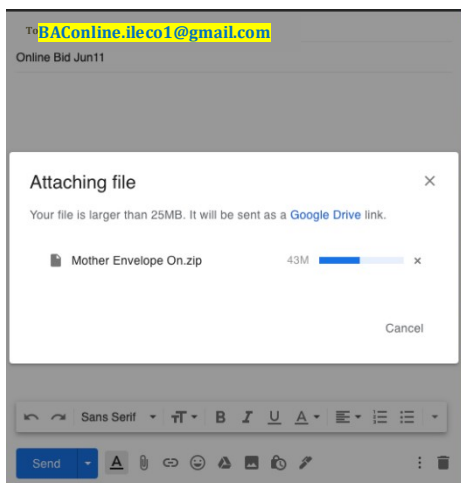
4. Compress Mother Envelope. The Mother Envelope must be password protected.



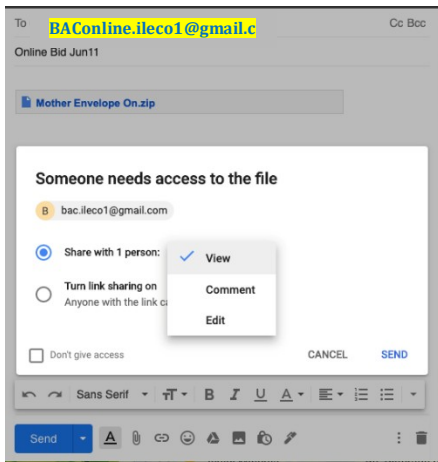
B. SUBMISSION OF BID (For Bidders)

1. Compose email and send to BAOnline.ileco1@gmail.com.

Files over 25MB will be sent as a Google Drive link.

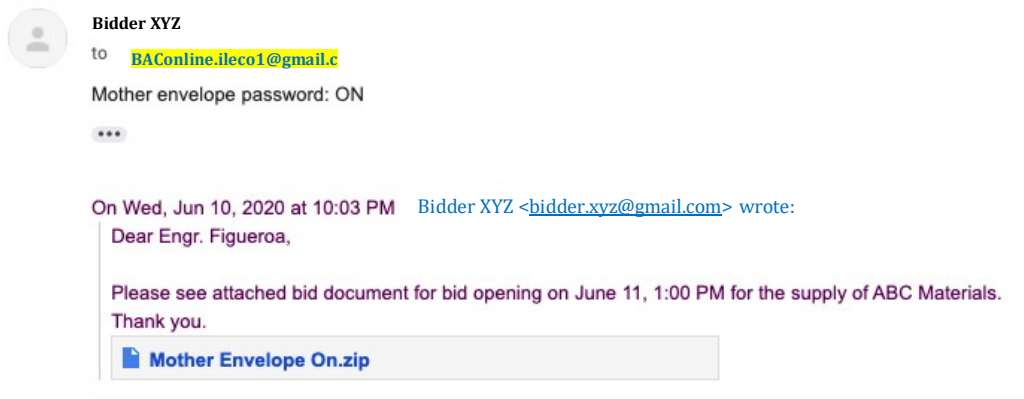


2. Click Send and allow BAC Viewing access to the file.



3. Wait for the instruction from the BAC Chairman to provide password to open the Folders during the online bid opening procedures via Zoom.

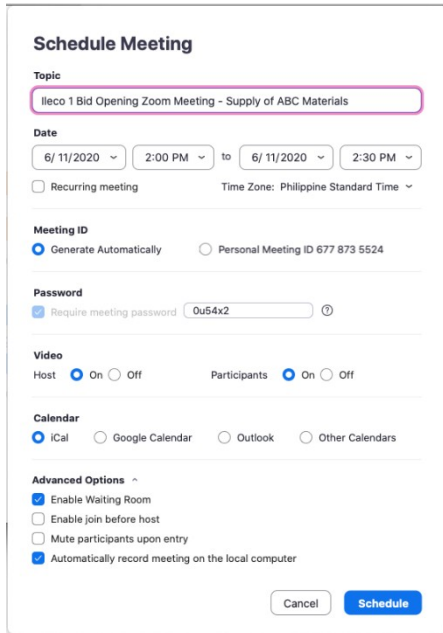
The Password for each Folder should be sent via Zoom Chat Room. Passwords should only be sent every after the BAC Chairman instructs the bidder to do so during the Zoom meeting. Sending of Passwords in advance is highly discouraged. Further, the Password must be sent within ten (10) minutes from the instruction from the BAC Chairman. Failure to do so may mean the bidder's disqualification.



C. OPENING OF BIDS (For BAC)

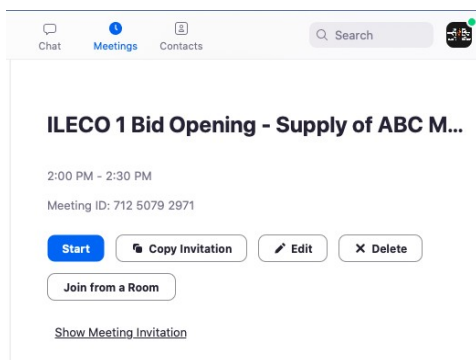
Before Bid Opening

1. After the Pre-bid conference, schedule a Zoom meeting on the Bid Opening.



The screenshot shows the 'Schedule Meeting' interface in Zoom. The 'Topic' field is highlighted with a pink box and contains the text 'Ileco 1 Bid Opening Zoom Meeting - Supply of ABC Materials'. The 'Date' section shows the meeting scheduled for 6/11/2020 from 2:00 PM to 2:30 PM, with the time zone set to 'Philippine Standard Time'. The 'Meeting ID' section has 'Generate Automatically' selected. The 'Password' section has 'Require meeting password' checked with the password '0u54x2'. The 'Video' section has 'Host' and 'Participants' both set to 'On'. The 'Calendar' section has 'iCal' selected. The 'Advanced Options' section has 'Enable Waiting Room' and 'Automatically record meeting on the local computer' checked, while 'Enable join before host' and 'Mute participants upon entry' are unchecked. 'Cancel' and 'Schedule' buttons are at the bottom.

2. Email the Zoom Meeting invitation to Bidders with verified payment for bid documents at least one (1) day before bid opening.

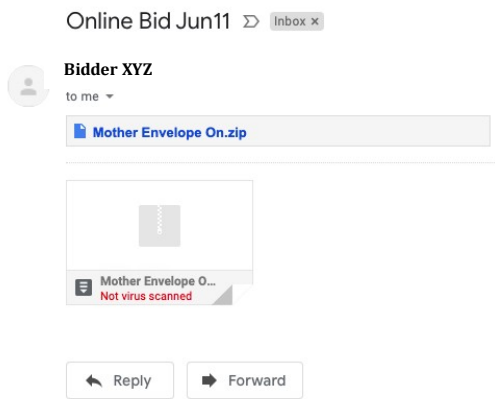


The screenshot shows a Zoom meeting invitation card. The title is 'ILECO 1 Bid Opening - Supply of ABC M...'. The meeting time is '2:00 PM - 2:30 PM' and the Meeting ID is '712 5079 2971'. There are four buttons: 'Start', 'Copy Invitation', 'Edit', and 'Delete'. Below these is a 'Join from a Room' button and a link 'Show Meeting Invitation'.

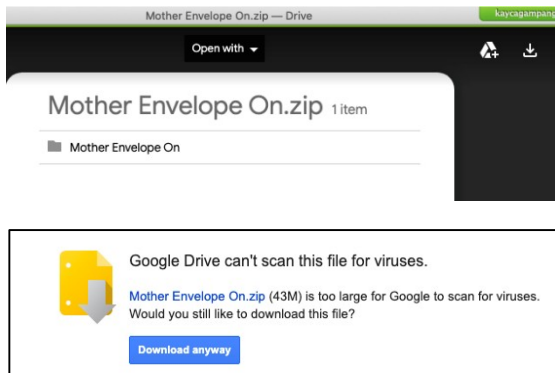
3. Set-up Zoom meeting Screen Sharing settings: Only the Host (BAC) can screen share during the bid opening.



4. Open the email from the Bidder containing their bid documents, then click the zip file link.
The email from the Bidder should be received at least a one (1) hour before bid opening.



5. Download the zip file one (1) hour before bid opening to be ready for screen sharing.



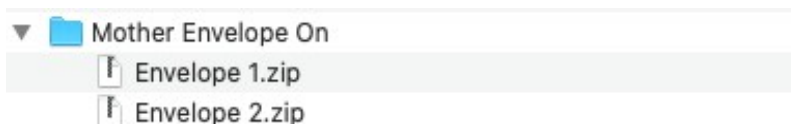
During Bid Opening

1. Click the zoom meeting Record button.
2. Share Screen the bidding requirement checklist for all participants to view.

3. Request the Password of the Mother Folder from the Bidder to be sent via Zoom Chat Room. Double click the Mother Envelope file. Enter the Password to open the file.



4. Proceed in the opening of the Envelopes and its Folder contents according the regular bidding procedure of one (1) folder at a time as long as the Bidder Pass the required criteria.



5. Present the Abstract of the bid opening via Share Screen. Save the Chat Room logs.