

Republic of the Philippines
NATIONAL FOOD AUTHORITY
Pier Site, Legazpi City
REGIONAL BIDS AND AWARDS COMMITTEE

Ref: Small Value Procurement Invitation No. 2018-_____

INVITATION TO SUBMIT QUOTATION

NOTICE IS HEREBY GIVEN that the National Food Authority, Legazpi City thru its RBAC, intends to apply the sum of **PESOS: SEVENTY FIVE THOUSAND PESOS (Php 75,000.00)** being the Approved Budget for the Contract (ABC) inclusive of VAT to payment for the **REPLACEMENT OF DAMAGED TRANSMISSION ASSEMBLY (LABOR AND MATERIALS)** of Hino Truck (SET-141). Bids received in excess of the ABC shall be automatically rejected at bid opening.

Contract Name	Contract Location	ABC (Php)	Contract Duration (Calendar Days)
REPLACEMENT OF DAMAGED TRANSMISSION ASSEMBLY (LABOR AND MATERIALS) of Hino Truck (SET 141)	Lag-on, Daet, Camarines Note	Php 75,000.00	30
	TOTAL	75,000.00	

Negotiated Procurement will be conducted through Small Value Procurement under the revised IRR of RA 9184, otherwise known as the "Government Procurement Reform Act".

Scope of Work and Specifications:

Complete and detailed specifications for the **REPLACEMENT OF DAMAGED TRANSMISSION ASSEMBLY (LABOR AND MATERIALS)** of Hino Truck (SET 141) and Terms of Reference form part of the bidding documents.

The National Food Authority now invites eligible Bidder to tender their bids/quotations. All Quotations shall be submitted to the RBAC Secretariat, NFA Legazpi City, in two (2) separate Sealed Envelope (1-Technical component and 1-Financial component) and enclosed in a single bigger envelope properly sealed.

Submission and Opening of sealed offer shall be on **October 23, 2018 at 2pm NFA Conference Room** together with the Certified Photocopies of the following documents:

I. ENVELOP A

- a. Current Mayor's Permit.
- b. Current DTI Certificate of Registration of Business Name (as contractor) if applicant is a Single Proprietorship or Partnership. SEC Registration Certificate if applicant is a Corporation.

- c. Latest PhilGEPS Registration
- d. Income Tax Return (2nd quarter of 2018)
- e. Business Tax Return (August, 2018 and 2nd quarter of 2018)
- f. Omnibus Sworn Statement
- g. Certificate of Inspection (duly signed by agency representative)

II. **ENVELOP B**

- a. Duly signed Request for Quotation

Interested bidders may obtain further information from the PBAC Secretariat and secure the bidding documents upon payment of a non-refundable fee of Php 500.00 to the NFA Cashier.

The National Food Authority, Legazpi City reserves the right to accept or reject any or all bids, to waive any defects or informalities therein, to annul or cancel the bidding process anytime prior to contract award and accept the proposal most advantageous to the government without thereby incurring any liability to the affected Bidder or Bidders whatsoever.

(sgd.)YOLANDA R. NAVARRO, Ph.D.
Assistant Regional Manager and RBAC Chairman

Date of Posting: *PhilGEPS* : _____, 2018
NFA Website : _____, 2018
Conspicuous Place : _____, 2018

Republic of the Philippines
NATIONAL FOOD AUTHORITY
Pier Site, Legazpi City
REGIONAL BIDS AND AWARDS COMMITTEE

Project Ref: Small Value Procurement No. 2018-_____

REQUEST FOR QUOTATION

Date: _____
 Quotation

No. _____
 Contractor Name : _____
 Address : _____
 Fax No. : _____

Please submit in a sealed envelope your lowest bid offer on the items listed below and subject to the attached Terms and Conditions:

YOLANDA R. NAVARRO, Ph. D.
 Assistant Regional Manager and RBAC Chairman

Contract Name	Contract Location	ABC (inclusive of VAT) Php	Bid offer (Php)
REPLACEMENT OF DAMAGED TRANSMISSION ASSEMBLY (LABOR AND MATERIALS) of Hino Truck (SET-141)	Lag-on, Daet, Camarines Norte	75,000.00	
	TOTAL	75,000.00	

Contract duration is 30 calendar days of above-stated items/goods will take effect upon receipt of Notice to proceed.

 Contractor's Name and Signature

 Date

NOTE: To be accomplished if contractor cannot attend the opening of Quotation.

WAIVER

I hereby waive my right to be present and/or to witness the opening of price quotation/sealed canvass to be undertaken by the procuring entity at the place and time mentioned above.

 Print Name / Signature

 Date

TERMS OF REFERENCE (TOR)

I. SCOPE OF THE CONTRACT

The NATIONAL FOOD AUTHORITY Regional Bids and Awards Committee wishes to receive bids for the REPLACEMENT OF DAMAGED TRANSMISSION ASSEMBLY (LABOR AND MATERIALS) of Hino Truck (SET-141) of NFA Camarines Norte Provincial Office.

II. SOURCE OF FUND

The NFA has the Approved Budget for the Contract (ABC) for the REPLACEMENT OF DAMAGED TRANSMISSION ASSEMBLY (LABOR AND MATERIALS) of Hino Truck (SET-141) for **ONE HUNDRED THOUSAND SEVEN HUNDRED NINETY THREE PESOS (Php 75,000.00)** from NFA Corporate Fund.

III. ELIGIBILITY REQUIREMENTS

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines.
- (e) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino ownership or interest of the joint venture concerned shall be at least seventy five percent (75%): Provided, further, that joint ventures in which Filipino ownership or interest is less than seventy five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the seventy five percent (75%) Filipino ownership requirement: Provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty five percent (25%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.

III. OBLIGATIONS OF THE CONTRACTOR

A. Inspection, Deliveries and Start of the Contract

- a. The contractor shall conduct inspection for the REPLACEMENT OF DAMAGED TRANSMISSION ASSEMBLY (LABOR AND MATERIALS) OF HINO TRUCK (SET-141) to gather pertinent data relative to the implementation of the project.

- b. The contractor shall strictly comply with the prescribed NFA Scope of work and specification for the REPLACEMENT OF DAMAGED TRANSMISSION ASSEMBLY (LABOR AND MATERIALS) of Hino Truck (SET-141).
- c. The contractor shall secure **Performance Security**. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the required percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank	Five percent (10%)
(b) Bank draft /guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank. Provided, however, that is shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)

- d. The contractor shall warrant the REPLACEMENT OF DAMAGED TRANSMISSION ASSEMBLY (LABOR AND MATERIALS) OF HINO TRUCK (SET-141) under the contract to have no defects arising from the repair, and material or workmanship, or from any act or omission of the contractor that may develop under normal use.
- e. The contractor shall start the contract within 24 hours upon receipt of Notice to Proceed (NTP).
- f. The contractor shall provide a warranty period of one (1) year reckoned from the date of receipt of Final Acceptance and Certificates of the project.
- g. The contractor shall undertake repairs and servicing and shall replace the defective parts free of charge or shall repair/replace the components, if warranted, within the warranty period. The contractor shall be duly notified and shall undertake the repair/servicing within seven (7) calendar days upon receipt of the written notification.
- h. Guarantee the availability of technical/servicing personnel who shall undertake the required after services. Further, the contractor shall positively respond to the NFA's request for service within 48-hours from the receipt of notice/request.

B. Replacement of Rejects

Should any parts be rejected, the rejected parts shall be corrected within a period of **ten (10) working** days after receipt of Notice of Rejection. Expenses incurred in the repair and replacement of rejected items shall be borne by the Contractor.

C. On Payments

1. The contractor shall bill **NFA Camarines Norte Provincial Office** after the acceptance of the services, deliveries and compliance with the procedures provided the required documents are completely submitted.
2. Among the documents to be submitted by the contractor to NFA for payment are the following:
 - a. Letter Request for Payment
 - b. Warranty Certificate
 - c. Inspection Report
 - d. Certificate of Completion and Acceptance issued by NFA Camarines Norte
 - e. Pictures (before, ongoing and upon completion)

IV. OBLIGATIONS OF NFA

1. To issue Notice to Proceed within three (3) calendar days upon approval of the contract;
2. To conduct inspection of the replaced transmission assembly of Hino Truck (SET-141) and prepare the corresponding report. Inform the contractor in writing of defects, found in the repaired vehicle, if any and required same to correct the defects within a specific period.
3. To pay the Contractor upon submission of the following documents subject to the usual accounting and auditing rules and regulations;
 - a. Letter Request for Payment
 - b. Warranty Certificate
 - c. Inspection Report
 - d. Certificate of Completion and Acceptance issued by NFA Camarines Norte
 - e. Pictures (before, ongoing and upon completion)
4. NFA shall retain from the payment of the Contractor a retention money equivalent to ten percent (10%) of the total amount due for the Contractor. The said retention will be claimed upon exhaustion of one (1) year warranty period from the issuance of Final Acceptance and Certifications.

V. INSPECTION AND REPLACEMENT PROCEDURE

Upon receipt of **one (1) unit surplus transmission**, the Project Inspection Committee shall conduct inspection as to conformance of the specifications and installation delivered.

In the event that the results of the inspection show that the transmission delivered is not in accordance with the specifications, the Committee shall notify the **Supplier** of its rejection of the transmission delivered.

The Supplier, shall, therefore, within five (5) calendar days from the date of receipt of notice of rejection, replace the transmission with those that conform to the specifications.

VI. EVALUATION AND ACCEPTANCE

The Inspection Committee shall check the performance and craftsmanship of the project. The technical personnel shall evaluate/assess the said Replaced of DAMAGED TRANSMISSION ASSEMBLY (LABOR AND MATERIALS) of Hino Truck (SET-141) including fixtures and accessories whether it conformed to the required scope of work and specifications.

The Inspection Committee shall issue a duly signed Certification on the conformity of the repaired unit and its components to the required NFA scope of work and specifications, with the recommendation for the issuance of Final Acceptance and Turnover Certificates of the project duly noted by Regional Manager.

VII. WARRANTY

The contractor shall provide a warranty period of one (1) year reckoned from the date of receipt of Final Acceptance and Turnover of the project.

VIII. LIQUIDATED DAMAGES

Where the Contractor refuses or fails to satisfactorily complete the work within the specified contract time plus any time extension, the Contractor shall pay the NFA for liquidated damages and not by way of penalty, an amount as provided in the terms of reference equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

IX. LIABILITIES OF THE CONTRACTOR

- a. It is understood that time is of the essence of the contract and in case of failure of the Contractor to comply with the terms and conditions set forth the Contractor shall be held liable in accordance with existing laws and decrees if the fault is attributed to him.

- b. No penalty for delay shall be imposed on the contractor if the cause of the delay is imputable to NFA or to any fortuitous event or force majeure. However, the contractor is still obligated to comply with the delivery of the unit and components, with no additional cost to the NFA, through outsourcing and the delivery period shall be mutually agreed upon by both parties and an amendment to the duration of delivery or contract extension shall be executed.
- c. In case of litigation arising from the Contract, the Contractor shall pay the required litigation fees.

The case shall be filed exclusively with the proper courts in Quezon City.

5. PROJECT DURATION

The project shall be completed within thirty (30) calendar days upon receipt of the Notice to Proceed (NTP).

6. PAYMENT/COMPENSATION

The NFA undertakes to pay the Contractor the awarded Contract Price as stated in the Notice of Award.

Payment will be at NFA Camarines Norte Provincial Office upon request of funds from BTFMD and submission by the contractor of billing statements and supporting documents subject to the usual NFA Accounting and Auditing Rules and Regulations.

The full payment shall be released after the Inspection Committee satisfactorily inspected, tested and issued Certificate of Final Acceptance of the project, and submission of all the required documents.

7. SPECIAL PROVISIONS

1. The retention fee amounting to ten percent (10%) of the contract price of the awarded project shall only be released by the NFA **after one (1) year reckoned from the date of receipt of Certificate of Final Acceptance of the project.**
2. The contractor shall undertake repairs and servicing and shall replace the defective parts, free-of-charge within the prescribed warranty period.

Prepared by:

TECHNICAL WORKING GROUP

JAMES PATRICK S. MADRID
Member

HAZEL P. DAEP
Member

ALLAN JOSEPH P. ABAPO
Chairman

NFA REGIONAL OFFICE V BIDS AND AWARDS COMMITTEE

PM ALEXANDER C. PARRERA
Member

OIC JULIE D. BUENO
Member

OIC RODRIGO A. EMBATE, JR.
Member

PM REMEDIOS V. DUMAWAL
Member

PM NOEMI A. MORFE
Member

MGR. ALAN S. SABAYBAY, PME
Vice-Chairman, BAC

YOLANDA R. NAVARRO, PhD.
Assistant Regional Manager
BAC Chairman