REPUBLIC OF THE PHILIPPINES
NATIONAL FOOD AUTHORITY
REGION V, LEGAZPI CITY

REGIONAL BIDS AND AWARDS COMMITTEE

Ref: SMALL VALUE PROCUREMENT No. 2019-SVP-RMT-INFRA-003

INVITATION TO SUBMIT QUOTATION

REPLACEMENT OF 2-UNITS 37.5 KVA DISTRIBUTION TRANSFORMER

NOTICE IS HEREBY GIVEN that the National Food Authority, Regional Office, Legazpi City, thru its RBAC, intends to apply the sum of PESOS: ONE HUNDRED EIGHTY THOUSAND (Php 180,000.00) being the Approved Budget for the Contract (ABC) inclusive of VAT to payment for the following projects:

<table>
<thead>
<tr>
<th>Contract Name</th>
<th>Contract Location</th>
<th>ABC (Php)</th>
<th>Contract Duration (Calendar Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replacement of 2-units 37.5 kVA Distribution Transformer</td>
<td>Bicol Seeds Compound, Libon, Albay</td>
<td>180,000.00</td>
<td>30 calendar days from receipt of Notice to Proceed</td>
</tr>
</tbody>
</table>

Bids received in excess of the ABC shall be automatically rejected on bid opening.

The National Food Authority now invites interested eligible Supplier to participate in the Alternative Mode of Procurement of above mentioned project in accordance with section 53.9 (Small Value Procurement) of the Implementation Rules and Regulation of Republic Act No. 9184, otherwise known as the “Government Procurement Reform Act.”

The interested eligible Supplier shall submit their tender bid/quotation to the RBAC Secretariat, 2nd floor, NFA Building, Regional Office, Pier Site, Legazpi City in two (2) separate Sealed Envelope (1-Legal component and 1-Financial component) enclosed in a single bigger envelope properly signed and sealed.

1) ENVELOP A

   a) Current Mayor’s Permit
   b) Current Securities and Exchange Commission/Department of Trade and Industry (DTI) Registration Certificate;
   c) Duly signed Terms of Conditions (Annex A);
   d) Certification of PhilGEPS Registration.
   e) Income Tax Return (2018 and 1st quarter of 2019)
   f) Business Tax Return (4th quarter of 2018 and 1st Quarter of 2019)
   g) Omnibus Sworn Statement
I. Duly signed Financial Proposal (Annex B)

Opening of the eligibility documents, technical documents and financial proposal will be on **June 10, 2019 at 2:30 p.m.** Conference room, 2nd floor, NFA Building, Regional Office, Pier Site, Legazpi City

Interested bidders may obtain further information from the RBAC 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 Regional Office 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 any time 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 Director
RBAC Chairperson

Date of Posting: PhilGEPS : ____________________
NFA Website : ____________________
Conspicuous Place : ____________________
Republic of the Philippines
NATIONAL FOOD AUTHORITY
Regional Office
Legazpi City

REGIONAL BIDS AND AWARDS COMMITTEE

Ref: Small Value Procurement Invitation No. 2019-

FINANCIAL PROPOSAL

Date:________________________
Quotation

No.________
Contractor Name :________________________
Address :________________________
Fax No. :________________________

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

(rgd.) YOLANDA R. NAVARRO, PhD.
Assistant Regional Manager &
RBAC Chairperson

<table>
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<tr>
<th>Contract Name</th>
<th>Contract Location</th>
<th>ABC (inclusive of VAT) Php</th>
<th>Bid offer (Php)</th>
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<tbody>
<tr>
<td>Replacement of 2-units 37.5 kVA Distribution Transformer</td>
<td>NFA, Regional Office, Legazpi City</td>
<td>180,000.00</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contract duration is thirty (30) calendar days of above-stated projects 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
I. OBJECTIVE

To replace the two (2) units damaged and un-operational 37.5 KVA distribution transformers at Bicol Seeds Compound, Libon, Albay.

II. SUBJECT MATTER OF THE BIDDING

To award the contract for the REPLACEMENT OF TWO (2) UNITS 37.5 KVA DISTRIBUTION TRANSFORMER at NFA Bicol Seeds Compound, Libon, Albay.

III. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) is PESOS: ONE HUNDRED EIGHTY (Php 180,000.00) charge to the approved 2019 for COF Projects of REGION 5 with ASA No. TRSD-2019-06-009 dated May 14, 2019.

IV. DESCRIPTION/SPECIFICATIONS:

A. GENERAL

The specifications cover the requirements for REPLACEMENT OF TWO (2) UNITS 37.5 KVA DISTRIBUTION TRANSFORMER to be delivered and installed at NFA Bicol Seeds Compound, Libon, Albay.

B. SPECIFICATIONS

- Distribution Transformer
- Rating: 37.5 KVA
- Primary: 7620/13200 V, Secondary: 120/240 V
- Oil Immersed, Self-Cooled (compliant to DENR AO.No. 2004-001 dated February 16, 2004)
- Conforms with the standards of Philippine Electrical Code (PEC) and Albay Power and Electric Cooperative (APEC).

C. TESTING

Testing shall be conducted by Albay Power and Electric Cooperative (APEC). The supplier shall shoulder the delivery and testing cost of the units. Failure to comply with the standard specifications shall be immediately rejected.
D. REPAIR OF POLE AND INSTALLATION OF ANCILLARIES

The contractor shall supply additional accessories as required in the installation of same. The pole must be perpendicular to the ground. Existing anchor cables shall be relocated to the designated area.

E. MOUNTING AND ENERGIZATION

The Supplier shall be responsible for the mounting and energization in coordination with Albay Power Electric Corporation (APEC) and NFA, including the checking/testing of electrical lines on the load side of the transformer. All pertinent fees shall be to the account of the Supplier.

V. ELIGIBILITY REQUIREMENTS

Duly licensed Filipino citizens/sole proprietorships;

Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;

Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;

Cooperatives duly organized under the laws of the Philippines; and

Persons/entities forming themselves into a Joint Venture (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 Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).

V. OBLIGATIONS OF THE SUPPLIER

A. Inspection, Deliveries and Start of the Contract

1. The supplier shall strictly comply with the prescribed NFA specifications for REPLACEMENT OF TWO (2) UNITS 37.5 KVA DISTRIBUTION TRANSFORMER.
2. The supplier shall warrant the REPLACEMENT OF 2-UNITS 37.5 KVA DISTRIBUTION TRANSFORMER under the contract to have no defects arising from the composite or workmanship of the equipment, or from any omission of the supplier that may develop under normal use.
3. The supplier shall supply the two (2) units within thirty (30) calendar days upon receipt of Notice to Proceed (NTP).
4. The supplier shall provide a warranty period of one year (1) reckoned from the date of issuance of Certificate of Complete Supply, Delivery, Installation and Commissioning.
5. The supplier 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 supplier shall be duly notified and shall undertake the repair/servicing within three (3) calendar days upon receipt of the written notification.

6. Guarantee the availability of technical/servicing personnel who shall undertake the required repair of defects found after inspection.

B. Replacement of Reject Unit

Should unit delivered be rejected, the same shall be replaced within a period of ten (10) working days after receipt of Notice of Rejection. Expenses incurred in the replacement of rejected unit shall be borne by the Contractor.

C. On Payments

1. The supplier shall bill NFA Albay Provincial Office after the acceptance of deliveries and compliance with the procedure, provided the required documents are completely submitted.

2. The documents to be submitted by the supplier to NFA for payment are the following:
   a. Letter Request for Payment
   b. Transformer test results (APEC)
   c. Delivery Receipt
   d. Warranty Certificate
   e. Original copy of Official Receipt
   f. Pictures (before, on-going and 100% completion)

VI. OBLIGATIONS OF NFA

1. To issue Notice to Proceed within three (3) calendar days upon approval of the contract;

2. To pay the supplier upon submission of the following documents subject to the usual accounting and auditing rules and regulations;
   a. Letter Request for Payment
   b. Delivery Receipt
   c. Warranty Certificate
   d. Transformer test results (APEC)
   e. Original copy of Official Receipt
   f. Pictures (Before, During implementation, Final Energization)

3. NFA shall retain from the payment of the supplier a retention money equivalent to five percent (5%) of the total amount due for the supplier. The
said retention will be claimed upon exhaustion of one (1) year warranty period from the issuance of Certificate of Final Acceptance.

VII. DELIVERY

The REPLACEMENT OF TWO (2) UNITS 37.5 KVA DISTRIBUTION TRANSFORMER should be within the period of thirty (30) calendar days including the energization and shall be at NFA Bicol Seeds Compound, Libon, Albay.

VIII. INSPECTION

The final inspection of the completed project shall be conducted by the Inspection Team headed by Regional Engineer in the presence of the contractor or his authorized representative. Should any damage and/or defect be detected, the project shall not be accepted.

IX. EVALUATION AND ACCEPTANCE

The Inspection Team shall check the performance and craftsmanship of the units. The committee shall evaluate/assess the said REPLACEMENT OF TWO (2) UNITS 37.5 KVA DISTRIBUTION TRANSFORMER whether it conformed to the required NFA specifications.

The Inspection Team shall issue a duly signed Certification on the conformity of the delivered units and its accessories/components to the required NFA specifications, with the recommendation for the issuance of Certificate of Complete Supply, Delivery, Installation and Commissioning of the units issued by the Provincial Manager and duly noted by the Regional Manager.

X. WARRANTY

The supplier shall provide a warranty period one (1) year reckoned from the date of issuance of Certificate of Complete Supply, Delivery, Installation and Commissioning.

XI. LIQUIDATED DAMAGES

If the supplier refuses or fails to satisfactorily deliver any or all of the goods and/ to perform the services within the period(s) specified in this contract inclusive of duly granted time extension if any, the Procuring Entity shall without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as Liquidated Damages the applicable rate of one tenth (1/10) of one percent (1%) of the amount of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.
XII. LIABILITIES OF THE SUPPLIER

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

2. The supplier shall be penalized in case he fails to deliver the whole units or fails to replace the rejected items and quantities within the time specified, the supplier agrees to pay liquidated damages of at least one tenth (1/10) of one percent (1%) of the amount of the unperformed portion for every day of delay until actual delivery or performance.

3. No penalty for delay shall be imposed on the supplier if the cause of the delay is imputable to NFA or to any fortuitous event or force majeure. However, the supplier is still obligated to comply with the Supply, Delivery, Installation and Commissioning, with no additional cost to the NFA and the completion shall be mutually agreed upon by both parties and an amendment to the contract duration or contract extension shall be executed.

4. In case of litigation arising from the Contract, the Supplier shall pay the required litigation fees. The case shall be filed exclusively with the proper courts in Quezon City.

XIII. PAYMENT/COMPENSATION

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

Release of payment shall be at NFA Albay Provincial Office upon submission by the supplier of billing statements and supporting documents subject to the usual NFA Accounting and Auditing Rules and Regulations.

XIV. SPECIAL PROVISIONS

1. The retention fee amounting to five percent (5%) of the contract price shall only be released by the NFA after one (1) year reckoned from the date of issuance of Certificate of Complete Supply, Delivery, Installation and Commissioning.

2. The supplier shall replace the defective ancillaries’ free-of-charge, or shall replace the whole item within the prescribed warranty period.
Prepared by:

TECHNICAL WORKING GROUP

(sgd.) JAMES PATRICK S. MADRID
member

(sgd.) HAZEL P. DAEP
member

(sgd.) ALLAN JOSEPH P. ABAPO
Chairman

NFA REGION V BIDS AND AWARDS COMMITTEE

(sgd.) PM ALEXANDER C. PARRERA
Member

(sgd.) PM JULIE B. LLENARESAS
Member

PM RODRIGO O. EMBATE, JR.
Member

(sgd.) PM REMEDIOS V. DUMAWAL
Member

(sgd.) PM NOEMI A. MORFE
Member

(sgd.) PM ALAN S. SABAYBAY, PME
Vice-Chair, BAC

(sgd.) YOLANDA R. NAVARRO, Ph.D.
Assistant Regional Manager
BAC Chairperson