



Republic of the Philippines
NATIONAL FOOD AUTHORITY
 Region V, Legazpi City

NOTICE OF AWARD

23 December 2016

Ms. LYDIA B. ALCAZAR
 Proprietor
 Katrina's Curtains and Accessories
 Lakandula Drive, Gogon, Legazpi City


Dear Ms. Alcazar,

We are pleased to inform you that your quotation for the Supply, Delivery and Installation of Fifty Eight (58) units Roll-Up Blinds (Combi Shades) and Dismantling of Old Horizontal Blinds amounting to **Two Hundred Eighteen Thousand and Eighty Pesos (Php218,080.00)** is hereby accepted.

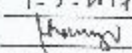
Contract Name	Contract Location	Contract Price	Contract Duration (Calendar Days)
1. Supply, delivery and installation of fifty eight (58) units Roll Up Blinds, combi blinds/shades for the following offices: 2nd floor offices to include TSD, COA, Admin. and Finance, ISD and Operations, PA/SSID, RD and ARD's offices and Conference; and for the whole Social Hall and Radio Room (3rd Floor);	NFA Regional Office V	Php218,080.00	15 Calendar days from receipt of the Notice to Proceed
2. Dismantling of old horizontal blinds			
TOTAL		Php218,080.00	

In view hereof, you are hereby required within ten (10) calendar days from receipt of this Notice of Award to formally enter into a Contract with us.

Very truly yours,


BERNARDO M. ASETRE, ASEAN Engr.
 Regional Manager II/Head of Procuring Entity (HOPE)

CONFORME:

I acknowledge receipt of this Notice on 1-3-2017
 Authorized Signature 
 Name of the Owner/Representative LYDIA B. ALCAZAR





Republic of the Philippines
NATIONAL FOOD AUTHORITY
Region V, Legazpi City

NOTICE TO PROCEED

4 January 2017

Ms. LYDIA B. ALCAZAR
Proprietor
Katrina's Curtains and Accessories
Lakandula Drive, Gogon, Legazpi City

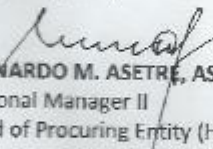
Dear **Ms. Alcazar,**

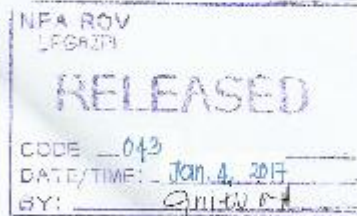
Notice is hereby given to **KATRINA'S CURTAINS AND ACCESSORIES** that work may commence for the Supply, delivery and installation of fifty eight (58) units roll up blinds for the whole second floor and Social Hall and Radio Room at the third floor and dismantling of old horizontal blinds at NFA Regional Office, Pier Site, Legaspi City upon receipt of this Notice.

Upon receipt of this Notice, you are responsible in performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this Notice by signing the copy on the space provided below. Keep one copy and return the other to the National Food Authority, Regional Office V, Pier Site, Legazpi City.

Very truly yours,


BERNARDO M. ASETRE, ASEAN Engr.
Regional Manager II
Head of Procuring Entity (HOPE)



CONFORME:

I acknowledge receipt of this Notice on 1-4-2017
Authorized Signature [Signature]
Name of the Owner/Representative LYDIA B. ALCAZAR

CONTRACT AGREEMENT

THIS AGREEMENT, made this 3rd day of January 2017 between **NATIONAL FOOD AUTHORITY Regional Office V (NFA-RO 5)** of Legazpi City hereinafter called the "Entity" and **KATRINA'S CURTAINS AND ACCESSORIES** of Lakandula Drive, Gogon, Legazpi City hereinafter called the "Contractor".

WHEREAS, the Entity is desirous that the Contractor executed for the Supply, Delivery and Installation of Fifty Eight (58) units Roll Up Blinds and dismantling of old horizontal blinds at NFA Regional Office 5, Legazpi City and the Entity has accepted the Bid for **PESOS: TWO HUNDRED EIGHTEEN THOUSAND AND EIGHTY PESOS (Php218,080.00)** by the Contractor for the execution and completion of such services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:


- a) Invitation to Submit Quotation;
- b) Bid Form (Request for Quotation);
- c) Notice of Award of Contract and the Bidder's conforms thereto;
- d) Notice to Proceed;
- e) Abstract of Quotation;
- f) Minutes of Small Value Procurement (SVP);
- g) Bid Evaluation Report;
- h) Budget Cover;
- i) BAC Resolution (Procurement thru SVP);
- j) BAC Resolution (Recommending award of contract);
- k) Postings: 1.1 Philgeps, 1.2 NFA Website
- l) Terms and Conditions/TOR;
- m) Other contract documents that may be required by existing laws and/or the Entity.

3. DESCRIPTION/SPECIFICATIONS:

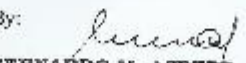
These specifications cover the requirements for the supply, delivery and installation of fifty eight (58) units Roll Up Blinds and dismantling of old horizontal blinds at NFA Regional Office 5, Pier Site, Legazpi City which will form part of the contract.

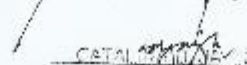
- Combi Blinds/Shades
- Natural Green in color

CERTIFIED FUNDS AVAILABLE:

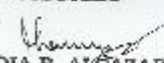

HAZEL P. DAEP
Acting Accountant IV

NATIONAL FOOD AUTHORITY

By: 
BERNARDO M. ASETRE, ASEAN Eng'r.
Regional Manager II


Catalina
Administrative Officer IV

KATRINA'S CURTAINS AND ACCESSORIES

BY: 
LYDIA B. ALCAZAR
Proprietor



Witness

Witness

4. OBLIGATIONS OF NFA

On deliveries

To issue an Inspection and Acceptance Report after the satisfactory dismantling of old horizontal blinds and delivery and installation of fifty eight (58) units of roll-up blinds for the whole 2nd floor offices and 3rd floor (social hall and radio room) in accordance with NFA's technical Specifications.

On Payments

- a. The NFA undertakes to pay the Contractor at the awarded Contract Price as stated in the Notice of Award and upon submission by the Supplier of billing statements and complete supporting documents subject to the usual NFA Accounting and Auditing Rules and Regulations.
- b. Among the documents to be prepared by NFA are the following:
 - b.1. Voucher
 - b.2. Budget Utilization Slip
 - b.3. Original copy of Final Acceptance Report
 - b.4. Original copy of Inspection Report
 - b.5. Notice to Proceed duly signed and received by the Supplier
 - b.6. Original copy of Approved Contract
 - b.7. Notice of Award duly signed and received by the Supplier
 - b.8. EAC Resolution declaring the Winning Bidder
 - b.9. Bid Evaluation Report of TWG
 - b.10. Abstract of Quotations
 - b.11. Print copy of Posting at PhilGEPS of Invitation to Submit: Quotation and RFQ
- c. The full payment shall be released after satisfactory delivery of the units, issuance of Certificate of Final Acceptance and submission of all the required documents such as:
 - c.1 Warranty Certificate
 - c.2 Original copy of Sales Invoice
 - c.3 Original copy of Delivery Receipt

CERTIFIED FUNDS AVAILABLE:

[Signature]
HAZEL P. DAEP
 Acting Accountant IV

NATIONAL FOOD AUTHORITY

By: *[Signature]*
BERNARDO M. ASETRE, ASEAN Eng'r.
 Regional Manager II

[Signature]
 CATALINO P. PANGILINAN
 ADMINISTRATIVE OFFICER IV
 Witness

KATRINA'S CURTAINS AND ACCESSORIES

BY: *[Signature]*
LYDIA B. ALCAZAR
 Proprietor

[Signature]
 Witness


5. OBLIGATION OF THE SUPPLIER

- a. The delivery and installation of the roll up blinds and dismantling of old horizontal blinds shall be within the fifteen (15) calendar days period at NFA Regional Office, Legazpi City.
- b. The supplier(s) shall coordinate with NFA Regional Office V authorized representative as to the date and time the items will be delivered to ensure the availability of the authorized personnel who will receive the deliveries, which should be the Supply Officer and/or authorized personnel in the office.
- c. The delivery shall be covered by appropriate documents such as duly accomplished Sales Invoice (SI) and Delivery Receipt (DR). In the absence of such documents, the items shall not be considered delivered. Incomplete delivery of the units shall not be accepted.
- d. The Supplier(s) shall strictly comply with the prescribed NFA technical specifications and personally or through his duly authorized representative, witness the inspection to be conducted by the NFA Inspection Committee. Failure to deliver on the specified period for any cause not attributed to NFA shall make the Supplier liable to liquidated damages of at least equal to one-tenth of one percent of the unperformed portion for every day of delay, which amount of penalty shall be deducted from any amount due to the Supplier.
- e. All expenses, losses, damages which may be incurred while the items for delivery are in transit to the designated delivery sites shall be borne by the supplier.
- f. The Supplier(s) shall submit the manufacturer's brochures of the offered equipment and components.
- g. Guarantee the availability of parts and technical personnel who shall undertake the required after sales service. Further, the supplier shall positively respond to the NFA's request for service within 72-hours from the receipt of notice/request.

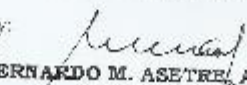
6. REPLACEMENT OF REJECTS

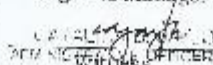
Should any parts be rejected, the whole unit shall remain with the NFA until delivery of the replacement within a period of ten (10) working days after receipt of Notice of Rejection. Failure to replace the rejected items within the prescribed period, the NFA shall impose liquidated damages equivalent to 1,000 pesos of the undelivered unit and accessories for every day of delay. Expenses incurred in the delivery of replacement of rejected items shall be borne by the Supplier.

CERTIFIED FUNDS AVAILABLE:

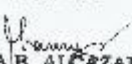

HAZEL P. DAEP
Acting Accountant IV

NATIONAL FOOD AUTHORITY

By: 
BERNARDO M. ASETRE, ASEAN Eng'r.
Regional Manager II


Witness

KATRINA'S CURTAINS AND ACCESSORIES

By: 
LYDIA B. ALCAZAR
Proprietor


Witness

7. INSPECTION

To conduct inspection of the blinds by authorized NFA personnel in the area upon complete delivery and installation of the units in the presence of the supplier or his authorized representative. Any finding/s of damage delivered shall not be accepted and will be rejected.

8. WARRANTY

- a. The Supplier(s) shall warrant the Roll Up blinds under the contract to have no defects arising from design, material or workmanship, or from any act or omission of the supplier that may develop under normal use.
- b. The Supplier(s) shall undertake repairs and servicing and shall replace the defective parts free of charge or shall replace the whole unit, if warranted, within the warranty period of one year from the execution of this Contract.

9. LIQUIDATED DAMAGES

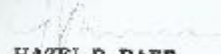
All contracts executed in accordance with the RA 9184 and its ERR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of goods, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.1%) 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 shall rescind the contract, without prejudice to other courses of action and remedies open to it.

10. LIABILITIES OF THE CONTRACTOR


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.

- a. The Supplier shall be penalized in case he fails to deliver and install the units or fails to replace the rejected items and quantity within the time specified. The Supplier agrees to pay a liquidated damage of at least equal to one-tenth of one percent for every day of delay, which amount of penalty shall be deducted from any amount due to the Supplier.
- c. 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 delivery of the equipment and components, with no additional cost to the NFA, through out-sourcing and the delivery period shall be mutually agreed upon by both parties and an amendment to the delivery or contract extension shall be executed.

CERTIFIED FUNDS AVAILABLE:

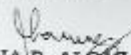

HAZEL P. DAEP
Acting Accountant IV

NATIONAL FOOD AUTHORITY

By: 
BERNARDO M. ASETRE, ASEAN Eng'r.
Regional Manager II


WITNESS

KATRINA'S CURTAINS AND ACCESSORIES

BY: 
LYDIA B. ALCÁZAR
Proprietor


Witness

d. In case of litigation arising from the Contract, the Contractor shall agree to pay liquidated damages in the amount of PHP 50,000.00 plus cost of suit.


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

11. SPECIAL PROVISIONS

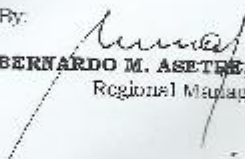
The suppliers shall undertake repairs and servicing and shall replace any defective spare parts, free-of-charge, or shall replace the whole item, if warranted, within the warranty period.

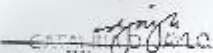
IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first above written.

CERTIFIED FUNDS AVAILABLE:

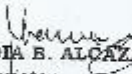

HAZEL P. DAEP
Acting Accountant IV

NATIONAL FOOD AUTHORITY

By: 
BERNARDO M. ASETE, ASEAN Eng'r.
Regional Manager II of


CECILIO B. OCAMPO
ADMINISTRATIVE OFFICER - IV

KATRINA'S CURTAINS AND ACCESSORIES

BY: 
LYDIA B. ALCAZAR
Proprietor


Witness

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Legazpi)

BEFORE ME, Notary Public for and in Legazpi personally appeared the following :

NAME	CTC/ID NUMBER	PLACE ISSUED	DATE ISSUED
1. BERNARDO M. ASETRE	450005	Quezon City	
2. LYDIA B. ALCAZAR	CTC # 114-10551	Legazpi	1-12-17

Both known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free, voluntary act and deed. This INSTRUMENT consisting of six (6) pages including this page upon which this acknowledgement is written and signed by the parties and their instrumental witnesses above their typewritten name on this page.

WITNESS MY HAND AND SEAL this 14th day of JAN. 2017 in the City of Legazpi.

REYNALDO L. HERRERA
NOTARY PUBLIC
NOTARY PUBLIC
ROLL OF ATTORNEYS No. 26531
BAR No. - 248021
P.O. No. - 111-113-930
P.N.O. - 33025-3-1-9-2017

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Book No. : 100
Series of : 2017

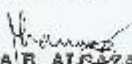
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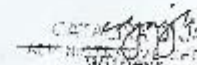
HAZEL P. DARP
Acting Accountant IV

NATIONAL FOOD AUTHORITY

By: 
BERNARDO M. ASETRE, ASEAN Eng'r.
Regional Manager II of

KATRIMA'S CURTAINS AND ACCESSORIES

By: 
LYDIA B. ALCAZAR
Proprietor


WITNESS


Witness