



NATIONAL FOOD AUTHORITY

Ilocos Regional Office (Region 1)

Urbiztondo, San Juan, La Union, 2514 Tel. No. (072) 682-9143 Fax No. (072) 242-5907 region1@nfa.gov.ph

REQUEST FOR QUOTATION

Date: _____

Company Name

Address

Please quote your lowest price on the item/s listed below subject to the Terms and Conditions for Procurement of Pesticides Requirement for NFA Region 1 for CY 2020 (Left-Out Lots) through Negotiated Procurement (Two Failed Biddings), and submit your quotation duly signed by you or your representative **not later than 2:00 PM on August 20, 2020** in a sealed envelope addressed to the Regional Bids and Awards Committee.

The opening of the envelope of your quoted price shall be undertaken without you or your representative at the National Food Authority Regional Office 1, San Juan, La Union. Please see to it that the envelope of your quotation is properly sealed.


ENGR. ARLENE F. TANSECO
Asst. Regional Director

Lot No.	Description	Qty	Unit Cost (Php), (Inclusive of VAT)	Total Offer (Php), (Inclusive of VAT)
1	FOR RESIDUAL SPRAYING: Alpha- Cypermethrin 1.5 %, 1li/bottle	99		
TOTAL (PhP)				

After having carefully read and accepted your Terms and Conditions, I/We quote you on the project at prices stated above.

The NFA reserves the right to reject any or all bid/offer to waive any formality herein or to accept conditions most advantageous to the agency.

Printed Name/Signature

Designation

Date

Note: To be accomplished if bidder 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.

Printed Name/Signature

Designation

Date

Important: Erasures will invalid the offer



NATIONAL FOOD AUTHORITY

Ilocos Regional Office (Region 1)

Urbiztondo, San Juan, La Union, 2514 Tel. No. (072) 682-9143 Fax No. (072) 242-5907 region1@nfa.gov.ph

TERMS AND CONDITIONS

PROCUREMENT OF PESTICIDES REQUIREMENT FOR NFA REGION 1 FOR CY 2020 (LEFT-OUT LOTS) THROUGH NEGOTIATED PROCUREMENT (TWO FAILED BIDDINGS)

A. SUBMISSION OF SEALED QUOTATIONS

1. Date and Time of Submission : **On or before August 20, 2020; 2:00 PM**
2. Form of Submission : Thru sealed envelope/Personal Delivery or thru waybill (DHL, LBC, etc.)
3. Authorize person to receive Quotation : RBAC Sec. c/o RISO Liza R. Balagot

B. OPENING OF QUOTATIONS

1. Date and Time of Opening : **August 20, 2020; 2:00 PM onwards**
2. Place : NFA Regional Office 1, San Juan, La Union
3. Parties to be present :
 - a) RBAC/TWG/Secretariat/End-Users
 - b) Supplier/Authorized representative (optional)
 - c) Observers

C. SCHEDULE OF REQUIREMENTS

LOT NO.	ACTIVE INGREDIENT	UNIT OF MEASURE	QTY	UNIT COST PHP*	APPROVED BUDGET FOR THE CONTRACT*	Cost of Bidding Documents /Bidding Fee
A. FOR RESIDUAL SPRAYING						
1	Alpha-Cypermethrin 1.5 %	1 L/ bottle	99	2,600.00	257,400.00	500.00
APPROVED BUDGET FOR THE CONTRACT					257,400.00	

** PRICES INCLUSIVE OF VAT*

The following conditions shall be observed for a bid offer to qualify:

1. For a bid offer to qualify, it shall not exceed the ABC.
2. Interested suppliers can secure bidding documents from the RBAC Secretariat upon payment of ₱500.00.

D. QUALIFICATION OF BIDDERS

1. Manufacturer/Distributor/Supplier engaged in the manufacture/importation/sale of pest control chemicals/pesticides and has been issued a valid and current License to Operate (LTO) by the Fertilizer and Pesticide Authority (FPA) or the Food and Drug Administration (FDA).
2. Not blacklisted/defaulting contractor of NFA.

E. DOCUMENTARY REQUIREMENTS

The following requirements shall be submitted by the bidder:

1. Duly Accomplished Price Quotation.
2. Registration Certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration.
3. Current Mayor's Permit issued by the city or municipality where the principal place of business of the bidder is located.
4. Audited financial statements for the year 2019, stamped "Received" by the BIR or its duly accredited and authorized institutions, such as:
 - 4.1 Balance Sheet
 - 4.2 Income Statement
 - 4.3 Independent Auditor's Report certifying that he/she has audited the Financial Statements
5. Valid Certificate of PHILGEPS Registration.
6. Omnibus Sworn Statement

F. TECHNICAL REQUIREMENTS

- a. A valid certification issued by the NFA Technical Research and Services Department (TRSD) that the pesticide for delivery has been officially tested, evaluated and recommended for use in NFA pest control activities.
- b. A valid Certificate of Product Registration (CPR) on the goods to be delivered issued by the Fertilizer and Pesticide Authority (FPA) or the Food and Drugs Administration (FDA).
- c. A valid and current License to Operate (LTO) issued by the Fertilizer and Pesticide Authority (FPA) or the Food and Drug Administration (FDA) for

Manufacturer/distributor/Supplier engaged in the manufacturing/importation/sale of pest control chemicals/pesticides.

- d. Current Certificate of Exclusivity or Sole Distributorship for the goods to be delivered, if applicable.
- e. Current Certificate of Shelf-life of the pest control chemical for delivery.

G. CONDITIONS IN THE DETERMINATION OF THE LOWEST CALCULATED BID

In case of a tie in the Lowest Calculated Bid (LCB) between two bidders, this shall be resolved through toss coin. In case of three (3) bidders with the same LCB, it shall be resolved through draw lots.

H. PERFORMANCE SECURITY

To guarantee the faithful performance by the winning bidder of its obligations under the contract in accordance with the Bidding Documents, it shall post a performance security prior to the signing of the contract or within ten (10) days after receipt of the Notice of Award with form and amount equal to the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to percentage of the Total Contract Price)
a. Cash, cashier's/manager's check issued Universal or Commercial bank.	Five Percent (5%)
b. 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.	
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.	Thirty Percent (30%)

I. OBLIGATIONS OF NFA

1. ON DELIVERIES

- a. To issue Notice of Award and Purchase Order.
- b. To serve the Notice to Proceed within three (3) calendar days upon approval of the contract indicating therein the description of item/s and quantity/ies and place of delivery which is NFA-Regional Office I, San Juan, La Union.

- c. To conduct inspection upon delivery of said items in the presence of supplier or his authorized representative. For this purpose, a team shall be created with the following composition:

Team Leader	: Regional Standards and Quality Assurance Officer
Members	: Regional Operations Officer
	: Regional Administrative Officer
	: Regional Accountant
	: Regional Engineer

Should there be defects, non-conformity with specifications and any other reasons for rejection, NFA shall notify the supplier immediately on the occurrence and reasons for rejects and advise the same for the replacement of the rejected items within five (5) working days from the receipt of the Notice of Rejection.

No rejected items shall be withdrawn by the supplier until their replacements have been delivered and accepted by NFA.

- d. To issue an Inspection and Acceptance Report for every delivery of pesticide/s or pest control chemicals in accordance with the technical specifications and quantity awarded.
- e. The pesticides shall be deemed finally accepted upon issuance of the Certificate of Completion and Acceptance.

2. **ON PAYMENTS**

- a. The NFA shall pay the supplier within fifteen (15) working days, upon submission of complete documents subject to usual accounting and auditing rules and regulations.
- b. Documents to be submitted by the supplier are the following:
1. Original copy of the Charge Invoice and Billing Statement
 2. Original copy of the Delivery Receipt/s
 3. Photocopy of the Notice of Award
 4. Photocopy of the Notice to Proceed
 5. Photocopy of the Contract
 6. Inspection Report
 7. Certificate of Completion and Acceptance
 8. Photo copy of the Official Receipt of the Performance Bond

J. OBLIGATIONS OF THE SUPPLIER

1. ON DELIVERIES

- a. The Supplier shall deliver the items at NFA Regional Office I, San Juan, La Union within ten (10) working days upon receipt of the Notice to Proceed. Every delivery shall be covered by a Charge Invoice and Delivery Receipt.
- b. The Supplier shall coordinate with the Inspection Committee as to the date and time of delivery and shall deliver the items properly wrapped/packed/labeled.
- c. The Supplier shall personally or through his/her authorized representative, witness the inspection to be conducted by the NFA Inspection Committee.
- d. Failure to deliver the items on the specified delivery period for any cause not attributable to NFA shall make the supplier liable to a penalty of one tenth (1/10th) of one percent (1%) of the money value of undelivered quantity for every day of delay, but not to exceed twenty (20) days, otherwise, the contract shall be rescinded.
- e. All expenses, losses and damages, which may be incurred while the items for delivery are in transit to NFA-Regional Office I, San Juan, La Union shall be borne by the Supplier.

2. REPLACEMENT OF REJECTS/BAD ORDERS

- a. All rejected items shall remain with the NFA until the delivery of the replacements within five (5) working days after receipt of the Notice of Rejection. Failure to replace the rejected items within the prescribed period, the NFA shall forfeit the Performance Security posted by the Supplier/Contractor and/or terminate the contract.
- b. Expenses incurred in the delivery of replacement for rejected items shall be borne by the Supplier.

3. BILLING

The Supplier shall bill NFA upon completion and acceptance of all the deliveries in compliance with the procedure and documentary requirements.

K. LIABILITIES OF THE SUPPLIER (CONTRACTOR)/PENALTIES

1. It is understood that time is of the essence and in case of failure of the Supplier to comply with the terms and conditions set forth hereto, he/she shall be held liable in accordance with existing laws and decrees if the fault is attributable to him/her.

2. The Supplier shall be penalized in case he/she fails to deliver the pesticides within the specified delivery period or delivers only partially, or fails to replace the rejected quantity within the time specified. Supplier agrees to pay a penalty of one tenth (1/10th) of one percent (1%) of the money value of the undelivered quantity for every day of delay, but not to exceed twenty (20) days, otherwise, the contract shall be rescinded. Amount of penalty shall be deducted from any amount due him/her from NFA.
3. In addition to the above penalty, NFA shall forfeit the Performance Security without prejudice to other legal actions that may be warranted.
4. No penalty for delay shall be imposed on the Supplier if the cause of delay is imputable to NFA or to any fortuitous event or *force majeure*. However, Supplier is still obliged to comply with the delivery of the pesticides, with no additional cost to the NFA, 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.
5. In case of litigation arising from the contract, the Supplier shall agree to pay the litigation cost in the amount of P50,000.00 plus cost of suit.

L. WARRANTY

1. The Supplier shall warrant that the pesticides supplied under the contract are new, unused, unadulterated and genuine chemicals for pest control operations.
2. The supplier shall further warrant that all pest control chemicals supplied under the contract shall have no defect, properly labeled, sealed and packed to prevent contamination, harm and injury to humans/handlers.
3. For the procurement of goods, in order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of three (3) months after acceptance by the procuring entity of the delivered supplies.

The obligation of the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period or, in the case of expendable supplies, after consumption thereof: Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

M. SPECIAL PROVISION

In case of any projected increase in the pesticide requirements, NFA may procure the projected additional requirement through Repeat Order per Section 51 of RA 9184 and its Revised IRR.

N. ARBITRATION

Any and all disputes arising from the implementation of the contract covered by the Act and its revised IRR shall be submitted to arbitration in the Philippines according to the provision of RA 876, otherwise known as the "Arbitration Law". Provided, however, that disputes that are within the competence of the Construction Industry Arbitrary Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in the contract that will be executed pursuant to the provisions of the Act and its IRR-A. Provided, further, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

O. DURATION OF THE CONTRACT

The contract covering the supply and delivery of the pesticides requirements of NFA Region I for 2020 becomes effective on the date of signing by the parties and shall remain in full force and effect until completion of the delivery of the awarded quantity per technical specifications.

P. ENTIRETY CLAUSE

No alterations, amendments, and/or modifications to the Contract shall be considered valid unless agreed upon by both parties contained in a duly notarized document.

Q. RESERVATION CLAUSE

The HoPE reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract in the following situations:

- a) If there is prima facie evidence of collusion between appropriate public officers or employees of the Procuring Entity, 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 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 the GoP, 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; or (iii) if the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

R. VENUE OF ACTION

Legal actions arising out of or relating to this Contract shall be filed with any of the competent courts in the City of San Fernando, La Union.

Prepared by: TECHNICAL WORKING GROUP (TWG)

SULPICIO A. TERRADO JR.
ROO/Acting Econ IV -Member

JONATHAN U. CORPUZ
Acting APM/Reg'l Engr.-Member

VIRGINIA S. MARIANO
Accountant IV- Member

ADORACION C. CHAN
Acting RSQAO - Chairperson

RECOMMENDING APPROVAL: REGIONAL BIDS AND AWARDS COMMITTEE

ELEONOR A. ANDRES
Prov'l Manager/End-User Representative

LOLITA O. SANEDRIN
Prov'l Manager/Member

VERALEW DG. DE VERA
Prov'l Manager/Member

CECILIA A. CONCUBIERTA
Prov'l Manager/Vice-Chairperson

ENGR. ARLENE F. TANSECO
Asst. Regional Director/Chairperson

APPROVED:

YOLANDA R. NAVARRO, Ph.D.
Regional Director/Head of Procuring Entity

Omnibus Sworn Statement

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

AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. *Select one, delete the other:*

- a. *If a sole proprietorship:* I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;
- b. *If a partnership, corporation, cooperative, or joint venture:* I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. *Select one, delete the other:*

- a. *If a sole proprietorship:* As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached duly notarized Special Power of Attorney;
 - 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 to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable);]*;
3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
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 provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following 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 the Project]*.
9. *[Name of Bidder]* 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 of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____,
20____ at _____, Philippines.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____