

REQUEST FOR QUOTATION

(SEALED CANVASS)

13 December 2018

Dear Sir/Madam:

Please quote your lowest price on the item listed on the attached Tender form. Please submit your sealed quotation / Tender Form and Conformity to Technical Specifications for the Small Value Method of Procurement in accordance with Section 53.9 of the Implementing Rules and Regulations of RA 9184 for the **ONE (1) LOT CERTIFYING BODY SERVICES FOR THE RECERTIFICATION OF ISO 9001:2015 OF NFA-TRSD QUALITY MANAGEMENT SYSTEM (SEE ATTACHED TOR FOR THE DETAILS)**

Hereunder is the schedule of bidding activities:

ACTIVITY	DATE, TIME & PLACE
1. Posting of RFQ/Tender Form at PhilGEPS, NFA eBPS & conspicuous places	December 14, 2018 to December 17, 2018
2. Sending of RFQ/Tender Form	December 14, 2018 to December 17, 2018
3. Submission of RFQ/Tender Form	December 17, 2018 at 11 a.m.
4. Opening of RFQ/Tender Form	December 17, 2018 at 2 p.m.

Please submit the **certified photocopies** of the following documents or attach a Cover Letter certifying that the same are certified true copy of the original duly signed by the authorized representative together with your quotation/proposal:

1. Business Permit for the year 2018
2. Annual Income Tax Return 2017 and Tax Certificate
3. PhilGEPS Organization / Registration Number for the year 2018
4. Proof of Accreditation issued by GSD-PSMD (for accredited eligible suppliers only)

The NFA shall have the right to inspect the goods to confirm their conformity to the Technical Specifications hereto attached.

The NFA reserves the right to accept or reject any or all quotations and to impose additional terms and conditions as it may deem proper.


ANGEL G. IMPERIAL, JR.

Department Manager, GSD and
Chairman, Committee on Shopping and Small Value Procurement

TENDER FORM

TO: MR. ANGEL G. IMPERIAL, JR.
Chairman, Committee on Shopping and Small Value Procurement
NATIONAL FOOD AUTHORITY
General Services Department
Philsugin Bldg. North Ave., Diliman, Quezon City

After having carefully read and accepted your requirements, we quote you on the items at prices below:

DESCRIPTION	QUANTITY	ABC	OFFER	
			UNIT COST	AMOUNT
ONE (1) LOT CERTIFYING BODY SERVICES FOR THE RE-CERTIFICATION OF ISO 9001:2015 OF NFA- TRSD QUALITY MANAGEMENT SYSTEM (SEE ATTACHED TOR FOR THE DETAILS)	1 LOT	P 162,400.00		

Supplier's Name:	TIN:
Address:	E-mail Address:
Telephone No.	Fax No.
Supplier's Authorized Representative:	Date:
Signature over Printed Name:	Note: (SEE ATTACHED TERMS OF REFERENCE FOR THE DETAILS)
Mode of Payment: See section VII. for the Payment terms	
Terms of Delivery: See section III. for the Performance Period and Terms	
Validity of Offer: 30 Calendar Days from its opening (See Section VIII. No.3)	
Duration: The contract shall be in full force and effect upon the signing/approval of the contract by both parties and shall expire at the end of the third year.	
Price offered is inclusive of VAT.	

Republic of the Philippines
NATIONAL FOOD AUTHORITY
Technical Research and Services Department
Quezon City

TECHNICAL SPECIFICATION FOR THE
ISO 9001:2015 RECERTIFICATION OF NFA-TRSD QMS

The NFA Bids and Awards Committee (BAC) is hereby recommending the following Terms of Reference (TOR) to be adopted in the Procurement of Services of Certifying Body (CB) for the ISO 9001:2015 Recertification of NFA-TRSD Quality Management System (QMS).

I. RATIONALE

The Procurement of Services of Certifying Body for the ISO 9001:2015 Recertification of NFA-TRSD QMS will be undertaken to achieve the following:

1. Uphold transparency and accountability;
2. Equity, effectiveness, sufficiency and economy;
3. Uphold NFA policy to contract the Procurement of Services of Certifying Body for the ISO 9001:2015 Recertification of NFA-TRSD Quality Management System (QMS);
4. Award the Contract to participating service provider whose bid/offer is most advantageous to the government;
5. Maintain ISO 9001:2015 Certification of NFA-TRSD QMS.

II. SCOPE OF SERVICES

1. The CB undertakes and commits that it will promptly and fully perform and deliver to NFA-TRSD the conduct of recertification audit for ISO 9001:2015 in accordance with the following requirements and specifications:
 - a. Recertification audit:
 - (i) Implementation audit (Stage 1)
 - (ii) Reports Preparation
 - (iii) Annual Accreditation (issue and use of Certificate for 3 years)
 - (iv) Two (2) consecutive annual surveillance audit,
2. Additional Services
 - a. Two (2) complimentary tarpaulin banners and stickers to be given upon release of Certification.
 - b. Electronic copy of ISO certification logo to be issued upon release of certificate

- c. Briefing on updated information on ISO 9001:2015 standard, including hard and soft copies.

III. PERFORMANCE PERIOD AND TERMS

1. The CB shall perform and deliver the following services for a period of three (3) years:

a. Stage 2 Audit		
a.1. On-site audit	Two (2) days within 15 calendar days after Audit Notice	Preparation stage <ul style="list-style-type: none"> • Conduct Recertification Audit
a.2. Audit Report	Within 5 working days after conduct of on-site audit	<ul style="list-style-type: none"> • Submit Audit Report detailing observations, areas for improvement, non-conformity to standards and recommendations
Issuance of ISO 9001:2015 Certificate valid for 3 years	Not later than 18 May 2019, provided that all non-conformities had been addressed/closed	ISO Certificate including Additional Services under Section II.2
Surveillance Audit for 2 nd year	Two (2) days	Conduct Surveillance Audit
Surveillance Audit for 3 rd year	Two (2) days	Submit Surveillance Audit Report detailing observations, areas for improvement, non-conformity to standards and recommendations (within 5 working days after conduct of on-site audit)

IV. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget for the Contract (ABC) is **One Hundred Sixty-Two Thousand Four Hundred Pesos (Php162,400.00)** inclusive of 12% Value Added Tax (VAT).

V. QUALIFICATIONS OF OFFERORS/PROPONENTS

1. The CB should have the following minimum qualifications:
 - a. Duly accredited by the Philippine Accreditation Bureau (PAB) of the Department of Trade and Industry (DTI);
 - b. Must have at least five (5) years ISO 9001 auditing experience;
 - c. Must have ISO 9001:2015 certified the QMS of at least two (2) government agencies; and
 - d. The CB Audit Teams (CBAT), including surveillance, should satisfy the following:
 - (i) Consist of auditors with actual hands-on experience on QMS who are qualified to conduct audit in the name of the CB.
 - (ii) No member of the CBAT should have provided consultancy for the NFA-TRSD within the two (2)-year period prior to the audit.
 - (iii) Auditors shall have a minimum of three (3) years ISO 9001 auditing experience;
 - (iv) Include team members with actual hands-on experience on the government QMS processes, and
 - (v) Replacement of any team member shall not be allowed except for justifiable reason as deemed appropriate and necessary by NFA-TRSD-Quality Management Representative (QMR).
2. Information indicated below must be provided by the CB:
 - a. A brief description of the CB and outline of recent experience on projects, of a similar and related nature, as required in the form of CB's References. For its project, the outline should indicate the project, contract amount and the CB's involvement. Information should be provided only for those projects for which the CB was legally contracted. CB should be prepared to substantiate the claimed experience if so requested by the Procuring Entity.
 - b. List of CBAT members including their Curriculum Vitae (CV) indicating therein their name, age, nationality, educational background, trainings, and employment record, and professional experience of each nominated expert including on-going projects, with particular reference to the type of experience required for the tasks assigned should be presented in the CV for proposed professional team member.

- c. A concise, complete, and logical description of how the CB's team shall carry out the services to meet all the requirement of the Technical Specification.
 - d. A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverable such as reports required under TOR.
 - e. A Time Schedule for CBAT indicating clearly the estimated duration in terms of person-days and the proposed timing of each input for each nominated expert. The Time Schedule shall include the date and time of Surveillance Audit for the 2nd and 3rd year.
 - f. Comments and suggestions of the CB, if any, to improve performance in carrying the projects may be entertained. Innovativeness shall be appreciated, including workable suggestions that could improve the quality/effectiveness of the project. In this regard, unless CB clearly states otherwise, it shall be assumed by the Procuring Entity that work required to implement any such improvements, are included in the inputs submitted.
3. The CB shall include in their audit activities a procedure for client appeals. In the event that resolution for disputes between the Procuring Entity and the CB cannot be attained, the former shall have the right to lodge appeals on the decisions of the Audit Team to an independent arbitrator, exclusive of other legal remedies which may be available to both parties.

The CB shall coordinate with the Procuring Entity-QMR on all matters relating to contract implementation.

4. The CB and any member of the CBAT assigned to the Procuring Entity certification audit shall maintain strict confidentiality of the final audit results, and shall disclose the same only upon clearance of the Procuring Entity QMR.
5. The CB shall turn over to the Procuring Entity all documents pertaining to the implementation of this project, such as, but not limited to, pending documentary request within its custody, within fifteen (15) days upon submission of report for each stage of the audit, until the end of contract.

VI. SELECTION OF CERTIFYING BODY

1. The NFA shall evaluate, recommend, and award the CB to the supplier that is compliant with the eligibility requirement and NFA's Technical Specifications.

VII. PAYMENT

1. The Procuring Entity shall make the following payments:

Progress Billing	% of Contract Amount
Year 1 <ul style="list-style-type: none">• Stage 2 audit Planning and Audit Report Preparation• Issuance of Certificate	50
Year 2 <ul style="list-style-type: none">• 1st Surveillance Audit, On-site Audit• Audit planning and report preparation	25
Year 3 <ul style="list-style-type: none">• 2nd Surveillance Audit, On-site Audit• Audit planning and report preparation	25
TOTAL	100%

2. Payments shall be based on the completion of the above-mentioned activities and submission of required deliverables subject to acceptance of the authorized representative of NFA-TRSD.
3. The transportation and living accommodations of the auditors for the entire period of audit and certification will not be provided by the Procuring Entity, such expenses and other related expenses should be inclusive in the Price Quotations.

VIII. PERFORMANCE SECURITY

1. The performance security shall be in the amount not less than five (5%) percent of the total Approved Budget for the Contract (ABC).
2. The performance security shall be denominated in the Philippine Pesos and posted in favor of the Procuring Entity, which shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
4. The performance security may be released by the Procuring Entity after the issuance of the Certificate of Final Acceptance, subject to the following conditions:
 - a. Procuring Entity has no claims filed against the contract awardee or the surety company;

- b. It has no claims for labor and materials filed against the contractor; and
- c. Other terms of the contract.

IX. THE OFFER / PROPOSAL

- 1. Offer / Proposal higher than the Approved Budget for the Contract (ABC) shall not be accepted.
- 2. Offer / Proposal shall be prepared and presented using the prescribed formats.
- 3. Offer / Proposal shall be valid for 120 calendar days from its opening.

X. OBLIGATIONS / RESPONSIBILITIES OF PROSPECTIVE OFFEROR/PROPONENT

- 1. The prospective offeror / proponent should be knowledgeable of Republic Act (RA) 9184 and its Revised Implementing Rules and Regulations (IRR).
- 2. The prospective offeror / proponent should inspect and carefully examine the physical condition of the site and its surroundings and should obtain for himself all the necessary information as to risks, contingencies and other circumstances which may influence or affect his offer/proposal.
- 3. The prospective offeror / proponent should carefully examine the bidding documents and follow all instructions stated therein.

XI. ELIGIBILITY REQUIREMENTS

- 1. Registration certificate from SEC, DTI for sole proprietorship, or CDA for cooperatives.
- 2. Certified Copy of Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent for Exclusive Economic Zones or Areas.

In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit: Provided, that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the 2016 IRR for R.A. 9184.

For individual consultants not registered under sole proprietorship, a BIR Certificate of Registration shall be submitted, in lieu of DTI registration and Mayor's.

3. Income Tax Return (ITR) and Tax Clearance per E.O. 398, s. 2005, as finally reviewed and approved by the BIR.
4. Philgeps Certification / Registration number

XII. SCHEDULE OF ACTIVITIES

ACTIVITIES	DATE AND TIME
Sending out / Posting of request for Expression of Interest	January 15, 2019
Submission of Offers	January 22, 2019
Eligibility Check	
Clarificatory Meeting	January 24, 2019
Submission and Opening of Offers / proposals	January 28, 2019, 10:00 AM
Offer / Proposal Evaluation, Ranking and Approval	January 29, 2019
Notification for Negotiation of Highest Rated Offer	
Negotiation with Lowest Calculate Response Offeror (LCRO)	January 30, 2019
Post-qualification	January 31, 2019
Approval / Notice of Award	February 5, 2019
Issuance of NOA	February 6, 2019
Contract preparation and signing	February 7-8, 2019
Issuance of Notice to Proceed (NTP)	February 11, 2019

XIII. POST QUALIFICATION

1. Within a non-extendible period of five (5) calendar days from being notified that it submitted the Highest Rated Offer, the concerned offeror/proponent shall submit to the BAC the following documentary requirements:
 - a. 2017 Income and Business Tax Returns filed through the Electronic Filing and Payment System (EFPS)
 - b. Certificate of PhilGEPS
 - c. Certificate of VAT or Non-VAT Registration

Failure to submit the requirements or a finding against the veracity of such, shall be ground for the disqualification of the subject offeror/proponent for award.
2. The LCRO shall undergo post-qualification in order to determine whether the offeror/proponent concerned complies with and is responsive to all the requirements and conditions as specified in the Technical Specifications.

3. The post qualification shall verify, validate and ascertain all statements made and the eligibility requirements/documents submitted by the offeror/proponent with the Lowest Calculated Responsive Offeror (LCRO).

XIV. AWARD, IMPLEMENTATION AND TERMINATION OF THE CONTRACT

This shall be governed by Section 37. Notice and Execution of Award of Rule XI – Award, Implementation and Termination of the Contract of the Revised IRR of RA 9184.

The NFA has the option to terminate the contract, following the procedures provided in the Guidelines on Termination of Contract – Appendix 4 of the Revised IRR of RA 9184, should the contractor fails to provide the required services within twenty-four (24) hours from receipt of the former's written demand or fails to satisfactorily performs its obligations under the contract; and secure the services of the other contractor/. However, the contractor shall be liable for the excess costs of procuring the services of other contractor/s, notwithstanding, the contractor shall be liable for any damages that may be incurred by the NFA as a result of the delay and failure to perform any of its obligation.

XV. OBLIGATIONS OF NFA

1. The NFA must have completed at least one (1) internal audit and management review before the Recertification audit and Surveillance Audits.
2. The NFA shall inform the CB in writing of important changes that may occur after issuance of Certificate.
3. The NFA shall inform the CB of availed consultancy services, if any.

XVI. OBLIGATIONS OF THE CERTIFYING BODY

1. The CB shall provide NFA with advance copy of the Audit Plan and Team's composition indicating years of experience in the field or if registered with International Register of Certificated Auditors (IRCA).
2. Provide assessment report after the completion of audit which shall contain the outcome of the audit, observations/comments on the findings and recommendation for Certification.
3. Upon successful completion of the Recertification Audit, recommend NFA-TRSD for registration and issuance of Certificate which should be valid for three (3) years.

5. Propose the replacement of the auditor if deemed necessary.

XVII. SPECIAL PROVISIONS

1. Any obligation or payables of the contractor due to NFA shall be automatically deducted from his/her collectibles from NFA.
2. In case of litigation arising this contract or failure of the contractor (CB) to undertake the required services, the contractor agrees to pay liquidated damages in the amount of not less than Fifty Thousand Pesos (Php 50,000.00), cost of suit and actual damages.
3. A re-audit is necessary if any of the recertification/Surveillance Audit results in finding a major non-conformity.
4. The NFA-TRSD may oblige the CB to replace/reconstitute composition of audit team.

XVIII. PAYMENT PROCEDURE

All payments shall be made at **NFA-Central Office** subject to the usual accounting and auditing rules and regulations. The NFA undertakes to pay the contractor the amount of the contract, inclusive of 12% VAT, and guarantees to pay on time for the actual services rendered upon submission of the applicable required supporting documents, to wit;

- a. Original copy of the Charge Invoice and Billing Statement
- b. Notice of Award (photo copy)
- c. Notice to Proceed (photo copy)
- d. Contract (photo copy)
- e. ISO Certification (photo copy)
- f. Surveillance Audit Report for 2nd and 3rd year billing (photo copy)

XIX. DURATION OF THE CONTRACT

The contract shall be in full force and effect upon the signing/approval of the contract by both parties and shall expire at the end of the third year.

XX. CONTRACT IMPLEMENTATION

The contract implementation shall be governed by Section 42 of the Revised IRR of RA 9184.

XXI. RESERVATION CLAUSE

The National Food Authority reserves the right to accept or reject any or all bids, to waive any formalities therein and to accept such bid as may be considered advantageous to the NFA or annul the bidding process and not award the contract at any time prior to contract award without incurring any liability to any bidder or party. Further, NFA assumes no obligation to compensate any bidder or party for any loss or expense incurred in the preparation of the bid or participation in the bidding process.

Approved


EDUARDO A. JARCIA
Officer-in-Charge, TRLD

Noted by


Engr. MA. ELVIRA M. MARTINEZ
Department Manager, TRSD