

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

REGIONAL BIDS AND AWARDS COMMITTEE

Ref: SMALL VALUE PROCUREMENT No. 2018-_____

INVITATION TO SUBMIT QUOTATION

SUPPLY, DELIVERY OF ONE (1) UNIT 10KVA DIESEL ENGINE STANDBY GENERATING SET

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 FORTY THOUSAND NINE HUNDRED FIFTY SIX PESOS (Php140,956.00)** being the Approved Budget for the Contract (ABC) inclusive of VAT to payment for the following projects:

Contract Name	Contract Location	ABC (Php)	Contract Duration (Calendar Days)
SUPPLY, DELIVERY OF ONE (1) UNIT 10KVA DIESEL ENGINE STANDBY GENERATING SET	NFA, Regional Office, Legazpi City	140,956.00	15 calendar days from receipt of Notice to Proceed

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 Contractor 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) **ENVELOPE A**

- a) Current Mayor's Permit
- b) Securities and Exchange Commission/Department of Trade and Industry Registration Certificate;
- c) Duly signed Terms of Conditions (Annex A);
- d) Certification of PhilGEPS Registration.
- e) Business Tax Return (3rd quarter of 2018)
- f) Income Tax Return (3rd quarter of 2018)
- g) Omnibus Sworn Statement

2) ENVELOPE B

I. Duly signed Financial Proposal (Annex B)

Opening of the eligibility documents, technical documents and financial proposal will be on December 17, 2018, 11: 00 AM at 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 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 Director & RBAC Chairperson

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

ANNEX A**TERMS AND CONDITIONS****I. OBJECTIVE**

NFA-Masbate provincial office has an unreliable 5kva belt standby generator that could not power the provincial office effectively. In connection with this, we wish to replace the inefficient standby belt type 5kva generator with bigger and reliable diesel fuelled standby generator.

II. SUBJECT MATTER OF THE BIDDING

The subject matter of the bidding is to award the contract for the SUPPLY, DELIVERY OF ONE (1) UNITS 10KVA DIESEL ENGINE STANDBY GENERATING SET.

III. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) for this purchase is **PESOS: ONE HUNDRED FORTY THOUSAND NINE HUNDRED FIFTY SIX PESOS (Php140, 956.00) charge to the approved 2018 Capital Outlay of REGION 5.**

IV. DESCRIPTION/SPECIFICATIONS:**A. GENERAL**

The specifications cover the requirements for **SUPPLY, DELIVERY OF ONE (1) UNITS 10KVA DIESEL ENGINE STANDBY GENERATING SET** to be delivered at NFA Compound, Regional Office, Pier Site, Legazpi City which will form part of the contract.

B. SPECIFICATIONS

Engine: Diesel
Type: Silent Type
Cooling system: Aircooled
Phase: Single, 4-stroke
Starting system: Key electric start with battery
Rated Frequency: 60Hz Rated
Power: 10.0kva
Max Power: 11kva
Rated Speed: 3600 rpm
Rated Current: 55/27A
Rated Voltage: 220V
DC Output (V/A): 12 V/8.3 A
Power Factor (cos): 1 (Lag)
Excitation System: Controllable self-excitation and constant voltage Single-Cylinder Noise Level (at 7m)dB(A): 70
Displacement: 498cc

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 **SUPPLY, DELIVERY OF ONE (1) UNITS 10KVA DIESEL ENGINE STANDBY GENERATING SET.**
2. The supplier shall warrant the **SUPPLY, DELIVERY OF ONE (1) UNIT 10KVA DIESEL ENGINE STANDBY GENERATING SET** HEREAT REGIONAL OFFICE, LEGAZPI CITY under the contract to have no defects arising from the composite or workmanship of the machine, or from any omission of the supplier that may develop under normal use.
3. The supplier shall supply the 1 unit within fifteen (15) 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 receipt of Final Acceptance.
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 after the acceptance of deliveries and compliance with the procedure, provided the required documents are completely submitted.
2. Among the documents to be submitted by the supplier to NFA for payment are the following:
 - a. Letter Request for Payment
 - b. Manual
 - c. Delivery Receipt
 - d. Warranty Certificate
 - e. Original copy of Official Receipt

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. Manual
 - c. Delivery Receipt
 - d. Warranty Certificate
 - e. Original copy of Official Receipt
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 Acceptance.

VII. DELIVERY

The **SUPPLY, DELIVERY OF ONE (1) UNITS 10KVA DIESEL ENGINE STANDBY GENERATING SET** HERE AT REGIONAL OFFICE, LEGAZPI CITY should be within the period of twenty fifteen (15) calendar days including the test run and shall be at NFA, Compound, Regional Office, Pier Site, Legazpi City.

VIII. INSPECTION

Inspection of the completed project shall be conducted by the Regional Engineer in the presence of the Contractor or his authorized representative. Should there be any damage and/or defect; the unit shall not be accepted.

IX. EVALUATION AND ACCEPTANCE

The Inspection Committee shall check the performance and craftsmanship of the unit. The committee shall evaluate/assess the said **SUPPLY, DELIVERY OF ONE (1) UNIT 10KVA DIESEL ENGINE STANDBY GENERATING SET** whether it conformed to the required NFA specifications.

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

X. WARRANTY

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

XI. LIQUIDATED DAMAGES

Where the supplier refuses or fails to satisfactorily complete the supply and delivery within the specified contract time plus any time extension, the supplier shall pay the NFA for liquidated damages and not by way of penalty, an amount equal to one tenth (1/10) of one percent (1%) of the cost of the unit for everyday 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.

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 unit or fails to replace the rejected items and quantity within the time specified. The supplier agrees to pay liquidated damages 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.
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 delivery of the unit 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 duration of delivery or contract extension shall be executed.
4. In case of litigation arising from the Contract, the Contractor shall pay the litigation fees.
5. 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.

Payment will be at NFA Masbate upon submission by the supplier 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 NFA Inspection Committee issued Certificate of Final Acceptance.

XIV. SPECIAL PROVISIONS

1. The retention fee amounting to five percent (5%) of the contract price of the awarded lot shall only be released by the NFA **after one (1) year reckoned from the date of receipt of Certificate of Final Acceptance.**
2. The supplier shall undertake repairs and servicing and shall replace the defective parts, free-of-charge, or shall replace the whole item within the prescribed warranty period.

Prepared by:

TECHNICAL WORKING GROUP

JAMES PATRICK S. MADRID
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NFA REGION V BIDS AND AWARDS COMMITTEE

PM ALEXANDER C. PARRERA OIC JULIE D. BUENO OIC RODRIGO A. EMBATE, JR.

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Member

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PM NOEMI A. MORFE
Member

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

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

Financial Proposal

Date: _____

To: *[name and address of ProcuringEntity]*

Gentlemen and/or Ladies:

We, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in the sum of *[total Bid amount in words and figures]*.

PARTICULAR	QTY	ABC	Bid Offer (Inclusive of TAX)
SUPPLY, DELIVERY OF ONE (1) UNITS 10KVA DIESEL ENGINE STANDBY GENERATING SET	1 lot	140,956.00	

Contract duration (in calendar days) of above stated project will take effect upon receipt of Notice to Proceed (NTP).

We undertake, if our Proposal is accepted, to deliver our services in accordance with the terms and conditions and its delivery schedule specified in Terms of Conditions.

Until a formal Contract is prepared and executed, this Proposal, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We certify/confirm that we comply with the eligibility requirements as specified in the Invitation to bid under Alternative Mode of Procurement.

Contractor's Name / Signature

Date

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

W A I V E R

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