

Maharlika Highway, Cabanatuan City 3100

(044) 958-0142

region3@nfa.gov.ph

### **REQUEST FOR QUOTATION**

Negotiated Procurement under Small Value Procurement (pursuant to Sec. 53.9 of the Revised IRR of RA 9184) for the Supply and Delivery of Labor and Materials for the Repair/Rehabilitation of Employees' and Client's Comfort Rooms of NFA Tarlac Branch Office in Aguso, Tarlac City Project Reference No. : NFA-2021-RBAC-REGIII-112A

December 23, 2021

Sir/Ma'am:

May we request your quotation for the Supply and Delivery of Labor and Materials for the Repair/Rehabilitation of Employees' and Client's Comfort Rooms of NFA Tarlac Branch Office in Aguso, Tarlac City.

You may quote your lowest price, inclusive of VAT but not exceeding the approved budget amounting **Two Hundred Eleven Thousand One Hundred Eighty-One Pesos and 95/100 (P211,181.95),** subject to the attached Detailed Estimate and the Terms and Conditions of the project. Completion of the Works is required within thirty (30) calendar days from receipt of the Notice to Proceed.

Quotation/s must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **December 27, 2021, 10:00 AM**. Late quotations shall not be accepted.

All quotations must be accompanied by a bidding fee in the amount of P500.00 and the following documents:

- 1. Mayor's Permit
- 2. Philgeps Registration Number
- 3. Philgeps Certificate of Platinum Membership maybe submitted in lieu of 1 and 2
- 4. PCAB License
- 5. Income/Business Tax Return
- 6. Omnibus Sworn Statement

Only quotations with the required bidding fee and with complete documentary requirements shall be included in the Abstract of Quotations to be prepared after the deadline of submission. Prospective offerors who maintain an updated file of the above documents with NFA CLRO may no longer re-submit the same, provided they shall pay the required bidding fee.

For further information, please refer to:

VILLAFLOR ME-ANN C.

Assistant Regional Manager and BAC Chairperson Mr. CHRISTOPHER V. CHUA Secretariat Head National Food Authority Central Luzon Region Office Maharlika Highway, Cabanatuan City Nueva Ecija, 3100 Tel No. 044-958-0142 e-mail : <u>nfaro3rbac@yahoo.com</u>



"A food secure Philippines with prosperous farmers and fisherfolk

### **QUOTATION** (sample form)

Negotiated Procurement under Small Value Procurement (pursuant to Sec. 53.9 of the Revised IRR of RA 9184) for the Supply and Delivery of Labor and Materials for the Repair/Rehabilitation of Employees' and Client's Comfort Rooms of National Food Authority Tarlac Branch Office in Aguso, Tarlac City Project Reference No. : NFA-2021-RBAC-REGIII-112A

To : The NFA Region 3 Bids and Awards Committee thru Ms. ME-ANN C. VILLAFLOR Assistant Regional Manager II and RBAC Chairperson

#### Ma'am :

Having agreed to the Detailed Estimate and the Terms and Conditions of the **Negotiated Procurement** under Small Value Procurement (pursuant to Sec. 53.9 of the Revised IRR of RA 9184) for the Supply and Delivery of Labor and Materials for the Repair/Rehabilitation of Employees' and Client's Comfort Rooms of National Food Authority Tarlac Branch Office in Aguso, Tarlac City, we hereby submit our quotation, inclusive of VAT and not exceeding the approved budget as follows:

- a. Our total price quotation in words and figures, is:
- b. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized and reflected in the attached detailed estimates;
- c. We understand that you are not bound to accept the Lowest Quotation or any other Quotation that you may receive.
- d. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any, and all acts necessary to participate, submit the quotation, and to sign and execute the ensuing contract for the Supply and Delivery of Labor and Materials for the Repair/Rehabilitation of Employees' and Client's Comfort Rooms of National Food Authority Tarlac Branch Office in Aguso, Tarlac City, as evidenced by the attached written authority.

If our Quotation is accepted, we undertake:

- 1. to deliver the goods in accordance with the delivery schedule;
- 2. to provide a performance security in the form, amounts, and within the times prescribed;

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

Prepared by:

Name of Bidder/Representative

Date

Company Name/Construction Firm

Address

## **DETAILED ESTIMATES (sample form)**

Name of the Project : Project Reference : Location :

	DESCRIPTION	QTY	UNIT	MATERIAL			LABOR			MARK-UP					
ITEM NO.				Unit Cost	Total	Total (Less VAT Input)	Unit Cost	Total	ESTIMATED DIRECT COST	%	Value	VAT 12%	TOTAL INDIRECT COST	TOTAL COST	UNIT COST
I															
	Total Item I														
11															
	Total Item II														
III															
	Total Item III														
IV															
	Total Item IV														
	Subtotal														
	Mark-up														
	(%)														
	VAT 12%														
	GRANDTOTAL														

Prepared by:

Name of Bidder/Representative

Date

Company Name/Construction Firm

Address

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:]

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

*[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:]

*[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;

[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, <u>by itself or by</u> <u>relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;</u>
- 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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing 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.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.
- **IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at , Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

[Jurat] [Format shall be based on the latest Rules on Notarial Practice]



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# **TERMS AND CONDITIONS**

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#### I. SCOPE OF WORK

The project is for the Supply and Delivery of Labor and Materials for the Repair/Rehabilitation of Employees' and Client's Comfort Rooms of NFA Tarlac Branch Office in Aguso, Tarlac City with total Approved Budget for the Contract (ABC) of **Two Hundred Eleven Thousand One Hundred Eighty-One Pesos and 95/100** (P211,181.95).

#### II. SCHEDULE OF DELIVERY

Completion of the Works is required within thirty (30) calendar days from receipt of the Notice to Proceed.

#### III. PERFORMANCE SECURITY / BOND

1. To guarantee the faithful performance of all the terms and conditions of the contract, within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed below:

Form of Performance Security / Bond	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<ul> <li>(a) Cash or cashier's / manager's check issued by a Universal or Commercial Bank.</li> </ul>	
(b) Bank draft / guarantee or 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.	Ten percent (10%)
<ul> <li>(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;</li> </ul>	Thirty percent (30%)

### **IV. DUTIES AND RESPONSIBILITIES OF NFA**

- 1. To issue the Notice to Proceed (NTP) together with a copy of the approved Contract to the successful bidder within three calendar days from the date of approval of the contract by the Head of Procuring Entity.
- 2. To conduct inspection and evaluation of the project to ensure conformity with the specifications.
- 3. To ensure that all delivered units and materials shall be free from patent and latent defects and damage.
- 4. To facilitate payment of the procured goods upon submission by the supplier of the required supporting documents subject to usual accounting and auditing rules and regulations.

#### V. DUTIES AND RESPONSIBILITIES OF SUPPLIER/CONTRACTOR

- 1. The Contractor shall supply and deliver the labor and materials for the Repair/Rehabilitation of Employees' and Client's Comfort Rooms of NFA Tarlac Branch Office.
- 2. The Contractor shall employ key personnel, indicating their designation, to carry out the supervision of the Works.
- 3. The Contractor shall submit list of employees/ workers and should be provided with Company's Identification Card (ID).
- 4. The Contractor may be allowed to construct a temporary bunkhouse with storage, sleeping quarters and temporary rest room to be approved by the Branch Manager. Maintenance of cleanliness and orderliness shall be ensured at all times.
- 5. The Contractor or his/her duly authorized representative shall enforce and be responsible for the following policy for his/her personnel/workers within NFA premises:
  - a) No drinking of alcohol beverages.
  - b) No gambling
  - c) No carrying of firearms/deadly weapons/explosives
  - d) No loitering/littering
  - e) Curfew hours from 10:00 pm to 4:00 am.
  - f) Wearing of IDs.
- 6. The Contractor shall allow the inspection of its delivery truck / vehicles including laborers' baggage prior to entry / exit.
- 7. The Contractor must sign a written agreement conforming that he may tap/use electricity and water of the office based on the established average consumption of the branch office. As such, Contractor shall shoulder all expenses incurred in the implementation of the project such as water and electricity bills in excess of average monthly consumption of the branch office to be determined by the NFA

Project Inspector and payment of the established excess monthly average consumption shall be deducted from the billing of the Contractor.

- 8. The Contractor is responsible for securing and payment of whatever permits/ fees and clearances required by the local government.
- 9. The Contractor shall replace the materials within five (5) calendar days from the date of receipt of notice of rejection, with those that conform with NFA specifications.
- 10. The Contractor shall be held liable and responsible for the misdemeanor/ misbehavior of its workers. Similarly, Contractor shall also be liable and responsible to losses/damages incurred on NFA properties caused by his/her workers, after proper investigation by NFA or local PNP.
- 11. The Contractor shall be liable and accountable for any eventualities such as:
  - a) Accident, injury and death of its workers.
  - b) Harm and injury to third parties caused by its workers.
  - c) Financial credit from third parties by its workers
- 12. The Contractor shall conduct actual site inspection of the project.
- 13. The Contractor shall allow the Procuring Entity's Representative and any person authorized by the Procuring Entity's Representative access to the Site and to any place where work in connection with this Contract is being carried out or is intended to be carried out.

### VI. LIQUIDATED DAMAGES:

- The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day. The applicable liquidated damages is at least one tenth (1/10) of one percent 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 this contract, the Procuring Entity shall rescind this Contract, without prejudice to the other courses of action and remedies open to it.
- 2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment.

#### VII. WARRANTY

 In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs. 2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall be two (2) years from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.

#### VIII. LIABILITY OF THE CONTRACTOR

The Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

#### IX. ADVANCE PAYMENT

The NFA shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the SCC, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

#### X. PROGRESS PAYMENTS

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the NFA's Representative/Project Engineer.