REQUEST FOR QUOTATION

SMALL VALUE PROCUREMENT (SEC. 53.9) FOR THE REPAIR/RE-ROOFING OF WAREHOUSES NO. 1 AND 12 AFFECTED BY TYPHOON “SANTI” AT NFA NUEVA ECIJA - CABANATUAN FOOD CENTER

Project Reference No. 2013-RBAC-REGIII-028

November 13, 2013

Sir/Mam:

Please quote your lowest price, inclusive of VAT on the project/lots listed below, subject to the attached Terms of Reference (TOR) and Bill of Quantities, stating the shortest time of delivery and submit your quotation duly signed by your or your authorized representative not later than November 20, 2013 at 11:00 AM.

MARCIANO A. ALVAREZ
Assistant Regional Manager II/
RBAC Chairperson

Note:

1. All items must be legibly written.
2. Price offers exceeding the Approved Budget for the Contract (ABC) per lot/project shall be automatically disqualified. There shall be no lower limit or floor on the amount of the award.
3. Bid offer/s per lot/project shall be duly supported by the bidder’s detailed computation of costs for each item of work as enumerated in the Bill of Quantities.
4. Total bid offers shall be inclusive of taxes such as but not limited to VAT, income tax, local tax and other levies.
5. Bids/Quotation will be valid for One Hundred Twenty (120) calendar days from date of opening of sealed quotation.
6. The price offered shall not be subject to any increase for whatever reason including in cases of devaluation/inflation during the entire duration of the contract.

<table>
<thead>
<tr>
<th>Lot No.</th>
<th>Particulars</th>
<th>Approved Budget of the Contract (ABC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Repair of Roofing of NFA Cabanatuan Food Center Warehouse No. 01</td>
<td>P67,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Repair of Roofing of NFA Cabanatuan Food Center Warehouse No. 01</td>
<td>P405,484.43</td>
</tr>
<tr>
<td><strong>TOTAL ABC</strong></td>
<td></td>
<td><strong>P472,484.43</strong></td>
</tr>
</tbody>
</table>
TO: Asst. Dir. MARCIANO A. ALVAREZ  
Assistant Regional Manager II/  
RBAC Chairperson

Sir:

After having carefully read and accepted the terms and conditions as per attached TERMS OF REFERENCE ON THE SMALL VALUE PROCUREMENT (SEC. 53.9) FOR THE REPAIR/RE-ROOFING OF WAREHOUSES NO. 1 AND 12 AFFECTED BY TYPHOON “SANTI” AT NFA NUEVA ECIJA - CABANATUAN FOOD CENTER, I hereby submit my quotation/s on the item/s as indicated above, along with the required documents and detailed computation of costs as per Bill of Quantities:

**QUOTE/OFFER:**

<table>
<thead>
<tr>
<th>Lot No.</th>
<th>Particulars</th>
<th>Amount*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT :**

* - see attached detailed computation of costs per item as per Bill of Quantities

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the TOR.

We agree to abide by this Bid for the Bid Validity Period of one hundred twenty (120) days and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest or any Bid you may receive.

__________________________________________
Name of Firm/Offeror

__________________________________________
Printed Name and Signature of Representative

__________________________________________
Address

__________________________________________
Telephone No. / Cellphone No. / e-mail address

__________________________________________
Date
NATIONAL FOOD AUTHORITY  
Central Luzon Regional Office  
Cabanatuan City

TERMS OF REFERENCE

SMALL VALUE PROCUREMENT (SEC. 53.9) FOR THE REPAIR/RE-ROOFING OF WAREHOUSES NO. 1 AND 12 AFFECTED BY TYPHOON “SANTI” AT NFA NUEVA ECIJA - CABANATUAN FOOD CENTER  
Project Reference No. 2013-RBAC-REGIII-028

I. RATIONALE

This Terms of Reference (TOR) is hereby adopted by the NFA Region 3 Bids and Awards Committee for the project, Repair/Re-roofing of Warehouses No. 1 and 12 affected by typhoon “Santi” at NFA Nueva Ecija - Cabanatuan Food Center, Maharlika Highway, Cabanatuan City which shall be undertaken thru Small Value Procurement pursuant to Section 53.9 of the Revised IRR of RA 9184.

The objectives of these TOR are to achieve the following:
1. To uphold transparency and accountability;
2. To achieve equity, effectiveness, efficiency and economy; and
3. To award the repair works as required, to the contractor whose bid offer is most advantageous to the government.

These TOR shall also be deemed to form, and be read and construed as part of the contract for hauling/trucking services.

II. SUBJECT MATTER OF THE BIDDING AND IDENTIFICATION

The subject matter of the bidding is for the award of contract for the supply of labor and materials required for the repair/re-roofing of the following warehouses damaged by typhoon “Santi:"

1. **NFA Cabanatuan Warehouse No. 11** - a 100,000 cavans capacity warehouse with an area of 25.0 m x 75.0 m
2. **NFA Cabanatuan Warehouse No. 12** - a triplex warehouse with an area of 75.0m x 75.0m

III. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC), inclusive of VAT and all other taxes, for the Repair/Re-roofing of Warehouses No. 1 and 12 at Cabanatuan Food Center located at NFA Compound, Cabanatuan City are as follows:

<table>
<thead>
<tr>
<th>Lot No.</th>
<th>Particulars</th>
<th>Approved Budget of the Contract (ABC)</th>
</tr>
</thead>
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</tr>
<tr>
<td><strong>TOTAL ABC</strong></td>
<td></td>
<td><strong>P472,484.43</strong></td>
</tr>
</tbody>
</table>
IV. QUALIFICATION OF BIDDERS

Bidders who are qualified under Section 23.5.2, Eligibility Criteria for the procurement of infrastructure projects maybe allowed to participate in the small value procurement.

V. SCHEDULE OF ACTIVITIES FOR THE SMALL VALUE PROCUREMENT

The activities for the Small Value Procurement shall be conducted at the National Food Authority – Central Luzon Regional Office on the following schedules:

<table>
<thead>
<tr>
<th>ACTIVITIES</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Posting of Request for Quotation (RFQ) including specifications and other terms and conditions at PhilGEPS and NFA websites</td>
<td>November 13-19, 2013</td>
</tr>
<tr>
<td>Issuance of Request for Quotation (RFQ) including specifications and other terms and conditions/ Acceptance of Bidding Fees</td>
<td>November 13-19, 2013 8:00 AM to 5:00 PM</td>
</tr>
<tr>
<td>Pre-bidding Conference</td>
<td>November 20, 2013 10:00AM</td>
</tr>
<tr>
<td>Deadline of Submission and Opening of Request for Quotation and Eligibility Requirements/Determination of LCB</td>
<td>November 20, 2013 11:00 AM</td>
</tr>
</tbody>
</table>

All bids/quotations must be accompanied by a bid security in any of the acceptable forms and in the amount stated. Sealed quotations will be opened in the presence of invited independent observers and bidder/s (or authorized representatives) who chose to attend the bidding. Late quotations shall not be accepted.

Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act.”

VI. BIDDING FEES AND ISSUANCE OF BID DOCUMENTS

Pursuant to GPPB Resolution No. 04-2012 dated February 24, 2012, Approving the Guidelines on the Sale of Bidding Documents, prospective bidder/s may purchase the Request for Quotation (RFQ) including specifications and other terms and conditions from the NFA Region 3 BAC Secretariat upon payment of a non-refundable bidding fee of P500.00 per lot.

The Request for Quotation (RFQ) including specifications and other terms and conditions, maybe downloaded free of charge from the PhilGEPS and NFA Website. However, only bidders who paid the non-refundable bidding fee shall be allowed to participate in the Small Value Procurement.

VII. SUBMISSION AND RECEIPT OF BIDS/QUOTATION

In order to determine the bidder’s legal, technical and financial capability, they shall be required to submit through their duly authorized representative, along with its sealed quotation, the original and two (2) photocopies of the following documents:

1. Mayor’s permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
2. Any previous contract/job order/letter agreement for similar projects; and
3. 2012 Income Tax Return stamped “received” by the BIR or its duly accredited and authorized institutions
4. The Bid Security which shall be in accordance with the following schedule:
<table>
<thead>
<tr>
<th>Form of Bid Security</th>
<th>Minimum Amount in % of Approved Budget for the Contract (ABC) to be Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash, Certified Check, Cashier’s Check, Manager’s Check, Bank Draft/Guarantee</td>
<td>Two percent (2%) of ABC</td>
</tr>
<tr>
<td>Irrevocable Letter of Credit issued by a Universal or Commercial Bank</td>
<td></td>
</tr>
<tr>
<td>GSIS Surety Bond which shall be valid for 120 days and shall bear the phrase “CALLABLE ON DEMAND”</td>
<td>Five percent (5%) of ABC</td>
</tr>
</tbody>
</table>

In lieu of the foregoing forms of bid security, the bidder may submit a BID-SECURING DECLARATION (Annex A) which is an undertaking stating that the bidder shall enter into a contract with the NFA and shall immediately file the required Performance Security, and committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as required by the GPPB.

**VIII. BID OFFER/QUOTATION**

1. Price offers exceeding the Approved Budget for the Contract (ABC) per lot/project shall be **automatically disqualified**. There shall be no lower limit or floor on the amount of the award.
2. Bid offer/s per lot/project shall be indicated in the Procuring Entity’s Request for Quotation (RFQ) and must be duly supported by the bidder’s detailed computation of costs for each item of work as enumerated in the Bill of Quantities.
3. Total bid offers shall be inclusive of taxes such as but not limited to VAT, income tax, local tax and other levies.
4. Bid offers shall be valid for One Hundred Twenty (120) days from the opening of bids.

**IX. BILL OF QUANTITIES**

1. The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor;
2. The Bill of Quantities shall be used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
3. If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent (25%) of the original quantity, provided the aggregate changes for all items do not exceed ten percent (10%) of the Contract price, the Procuring Entity’s Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.
4. If requested by the Procuring Entity’s Representative, the Contractor shall provide the Procuring Entity’s Representative with a detailed cost breakdown of any rate in the Bill of Quantities.

**X. AWARD OF CONTRACT**

The BAC shall recommend to the Head of the Procuring Entity the award of contract to the bidder with the Lowest Calculated Responsive Bid or the Single Calculated/Rated Responsive Bid.

**XI. PERFORMANCE SECURITY**

1. To guarantee the faithful performance of the successful bidder of its obligation under the contract, it shall post a Performance Security within five (5) calendar days from the receipt of Notice of Award, which shall answer for any liability arising from the performance of the contract.
2. The performance security shall be in an amount equal to a percentage of the total contract price in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Form of Security</th>
<th>Minimum Amount in % of Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash, Cashier’s/Manager’s Check, Bank Draft/guarantee confirmed by a Universal bank or Commercial Bank</td>
<td>Five Percent (5%)</td>
</tr>
<tr>
<td>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</td>
<td></td>
</tr>
<tr>
<td>GSIS Surety Bond which shall bear a typewritten phrase “CALLABLE ON DEMAND” and valid for one year from date of issuance or within contract period</td>
<td>Thirty Percent (30%)</td>
</tr>
</tbody>
</table>

3. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.

4. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance subject to the following conditions:
   a) There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;
   b) The Contractor has no pending claims for labor and materials filed against it.

5. The Contractor shall post an additional performance security following the amount and form to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.

6. In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

7. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Republic Act 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

**XII. INSURANCE**

The Contractor shall file an insurance to cover damages on NFA stocks and properties due to “force majeure” or fortuitous events during the performance of the contract. The Contractor shall furnish NFA copy of the insurance coverage of the project within five (5) calendar days from receipt of Notice of Award.

**XIII. CONTRACT SIGNING**

The procuring entity shall enter into contract with the winning bidder upon posting of the required Performance Security and insurance coverage. The following documents shall form part of the contract:

a. Contract Agreement;

b. Terms of Reference;

c. Quotation Form including the detailed cost computation as per Bill of Quantities; and

d. Notice of Award
XIV. NOTICE TO PROCEED

The Procuring Entity shall issue the Notice to Proceed to the successful bidder upon approval of the contract by the Head of the Procuring Entity. The contract’s effectivity date shall be provided in the Notice to Proceed by the procuring entity, which date shall not be later than seven (7) calendar days from its issuance.

XV. CONTRACTOR’S OBLIGATION

1. The contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labor, materials, plant and Contractor’s equipment required for the project. All materials and plant on site shall be deemed to be property of the Procuring Entity.

2. The contractor shall commence execution of the works immediately upon the receipt of Notice to Proceed and shall carry out the works in accordance with the contract. The Contractor shall complete the project per approved contract time of forty five (45) days. No contract time extension shall be allowed for unjustifiable reasons or at contractor’s fault that causes delay. Any delay will be penalized applying the provisions on Liquidated Damages. Contract time extension may be allowed based on the provisions of RA 9184 and to be supported by a written report of the Project Engineer and Letter Request of the Contractor and reasons for the purpose of work extension and approval of the Head of the Procuring Entity.

3. 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.

4. The Contractor shall insure the project to cover damages due to “force majeure” or fortuitous events.

5. The Contractor shall start reroofing works upon receipt of Notice to Proceed.

6. The Contractor shall replace all materials found not in accordance with NFA specifications by the Project Engineer within five (5) calendar days. The Project Engineer must record in the logbook delivery of materials not in accordance with specifications.

7. The Contractor shall ensure the safety of materials and equipment to be used in the project. Any loss or damage shall be the Contractor’s responsibility.

XVI. OBLIGATIONS OF NFA

1. The concerned NFA Provincial Office shall assign a Project Engineer who shall inspect all material deliveries as to the set specifications and intended for the project in the presence of the contractor or his authorized representative. The Project Engineer may invite a COA representative during the conduct of inspection. The Regional Engineer may also conduct inspection of material deliveries upon prior notice from the Project Engineer and/or request of the Provincial Manager.

2. The Project Engineer shall issue a Notice of Rejection to the Contractor on materials rejected and Notice of Acceptance on materials delivered as replacement. The Notice of Inspection shall indicate the following:
   a. Item
   b. Description/Specification
   c. Quantity
   d. Unit
   e. Reason/cause of rejection

3. The Technical Inspectorate of the Internal Audit Services Department (IASD) of the NFA Central Office and COA Technical Inspectorate Team may be invited to conduct separate Technical Inspection and Report after completion of the project and such report shall be one basis for the issuance of completion.

4. NFA Project Engineer shall determine equipment/utilities that will consume electricity and water and shall recorded in his logbook its time of operation to determine electric and water
consumption as basis to determine the amount of consumption to be deducted from the billing of the contractor.

5. The contractor shall be paid on the basis of percentage work completed at levels of **50%** and **100%** upon request and submission of the work accomplishment report resulting from the evaluation and assessment of the NFA Project Engineer duly certified by the Provincial Manager and noted by the Regional Director.

**XVII. LIQUIDATED DAMAGES**

1. The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day of delay. 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 National Food Authority 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.

**XVIII. PROGRESS PAYMENTS**

1. The Contractor may submit a request for payment for work accomplished. Such request for payment shall be verified and certified by the Procuring Entity’s Representative/Project Engineer. Materials and equipment delivered on the site but not completely and properly installed shall not be included for payment.

2. The Procuring Entity shall deduct from the certified gross amounts to be paid to the contractor the following:
   a. Cumulative value of the work previously certified and paid for.
   b. Retention money in accordance with the condition of contract.
   c. Amount to cover third party liabilities.
   d. Amount to cover uncorrected discovered defects in the works.

3. The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least fifty percent (50%) of the work has been accomplished as certified by the Procuring Entity’s Representative.

**XIX. RETENTION MONEY**

1. Progress payments are subject to retention of ten percent (10%), referred to as the “retention money.” Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until the whole value of Works, as determined by the Procuring Entity, are completed.

2. The total “retention money” shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten percent (10%) retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a period of forty five (45) days from the completion of the project and will answer for the purpose of which the ten percent (10%) retention is intended, i.e., to cover uncorrected discovered defects and third party liabilities.
XX. SPECIAL PROVISIONS

1. The Contractor shall submit list of employees/workers with information of address, age and designation. They should be provided with Company/Contractor’s Identification Card (ID).

2. 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.
   b. No gambling.
   c. No carrying of firearms/deadly weapons/explosives.
   d. No loitering/littering.
   e. Curfew hours from 9:00 pm to 4:00 am.
   f. Wearing of IDs.

3. 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.

4. The Contractor shall replace all materials found not in accordance to NFA specifications by the Project Engineer within five (5) calendar days. The Project Engineer must record in the logbook delivery of materials not in accordance with specifications.

5. 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 provincial 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 provincial 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.

6. The Contractor shall allow the inspection of its delivery truck/vehicles including laborers’ baggage prior to entry/exit.

XXI. WARRANTY

The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Form of Warranty</th>
<th>Minimum Amount in Percentage (%) of Total Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash or letter of credit issued by Universal or Commercial bank; provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank</td>
<td>Five Percent (5%)</td>
</tr>
<tr>
<td>Bank guarantee confirmed by Universal or Commercial bank; provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank</td>
<td>Ten Percent (10%)</td>
</tr>
<tr>
<td>Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission</td>
<td>Thirty Percent (30%)</td>
</tr>
</tbody>
</table>

The warranty security shall be stated in Philippine Pesos and shall remain effective for one year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of said one year period.
XXII. FINAL PAYMENT

Final payment of the contract price shall be made upon submission of the following complete supporting documents:

a. Affidavit stating full payment of all obligations due for labor, equipment rentals, and taxes
b. Certificate of Completion to be prepared by the Regional Engineer, signed by the NFA Inspection Team composed of the Project Engineer, Provincial Manager, OIC, Office of the Regional Engineer and noted by the Regional Manager
c. Notice of Award (Photocopy)
d. Notice to Proceed (Photocopy)
e. Contract (Photocopy)
f. Progressive Accomplishment Report
g. Quotation Form

XXIII. EFFECTIVITY AND DURATION OF THE CONTRACT

The Contract shall be completed within forty five (45) calendar days effective from the date of receipt of the Notice to Proceed.

XXIV. RESERVATION CLAUSE

The National Food Authority reserves the right to accept or reject any or all other bids, to waive any formalities or defects found therein and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders and to accept only such bids most advantageous to the government.

REGIONAL BIDS AND AWARDS COMMITTEE

MARIETTA A. ABLAZA  GERRY J. AMBROSIO
RBAC Member  RBAC Member

GEORGE R. ROCA  SERAFIN M. MANALILI
RBAC Member  RBAC Vice-Chairperson

MARCIANO A. ALVAREZ
RBAC Chairperson/
Assistant Regional Manager

Approved:

AMADEO B. DE GUZMAN
Head of the Procuring Entity
Regional Manager II
Annex A – Bid-Securing Declaration

BID-SECURING DECLARATION
Invitation to Bid/Request for Expression of Interest No.1: [Insert reference number]

1 Select one and delete the other.
2 Select one and delete the other. Adopt same instruction for similar terms throughout the document.
3 Issued by the GPPB through GPPB Resolution 03-2012 on 27 January 2012.
4 Select one and delete the other.

To: [Insert name and address of the Procuring Entity]

I/We2, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration3, if I/we have committed any of the following actions:
   (i) Withdrawn my/our Bid during the period of bid validity required in the Bidding Documents; or
   (ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.

3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
   (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
   (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
   (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid or Highest Rated and Responsive Bid4, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER’S AUTHORIZED REPRESENTATIVE]
[Insert signatory’s legal capacity]
Affiant

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 ___
NATIONAL FOOD AUTHORITY  
Central Luzon Regional Office  
Cabanatuan City

**PROJECT :** Repair of Wall Cap & Flashing (Typhoon Damaged)  
**LOCATION :** CAB WHSE #1, NFA COMPOUND, CAB. CITY  
**Project Reference No. :** 2013-RBAC-RIII-028  
**Lot No. :** 1

### BILL OF QUANTITIES

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>LABOR COST</th>
<th>MATERIAL COST</th>
<th>TOTAL COST</th>
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<tr>
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<td><strong>CONTINGENCY (5%)</strong></td>
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<td><strong>VAT (12%)</strong></td>
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Amount in words: ______________________________________________________________________

Submitted by:

*(Name of Construction Firm/Bidder)*

*(Name of Representative/Position)*

*(Address)*

*(Date)*
**BILL OF QUANTITIES**

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<td>Hacksaw Blade</td>
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**SUBTOTAL**

CONTINGENCY (5%)

VAT (12%)

**GRANDTOTAL**

Amount in words: ________________________________

Submitted by: ________________________________

(______)

(Name of Construction Firm/Bidder)

(______)

(Name of Representative/Position)

(______)

(Address)

(______)

(Date)