



Republic of the Philippines
NATIONAL FOOD AUTHORITY
 Region V, Legazpi City

4 October 2016

NOTICE OF AWARD

Mr. JIMMY P. MENDEZ
 Branch Manager
 Alson's Trading
 Rizal St., Legazpi City

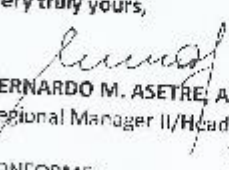
Dear **Mr. Mendez**,

We are pleased to inform you that your quotation for the Supply of Five (5) units Window Type Airconditioners (Inverter type, 1.5 hp) and Two (2) units Split Type Airconditioner (inverter type, 2.5 hp) amounting to **Two Hundred Seventy Thousand Pesos (Php 270,000.00)** is hereby accepted.

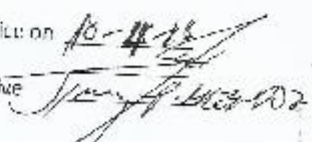
Contract Name	Contract Location	Contract Price	Contract Duration (Calendar Days)
Supply and delivery of: a) Two (2) units Split Type Airconditioner (inverter type, 2.5 horsepower (minimum), single phase (240V 50/60hz)); b) Five (5) units Window Type Airconditioner (Inverter type, 1.5 HP (minimum), single phase (240V 50/60hz));	NFA Regional Office V	Php120,000.00 Php150,000.00	15 Calendar days from receipt of the Notice to Proceed
TOTAL		Php270,000.00	

In view hereof, you are hereby required within ten (10) calendar days from receipt of this Notice of Award to formally enter into a Contract with us.

Very truly yours,


BERNARDO M. ASETRE, ASEAN Engr.
 Regional Manager II/Head of Procuring Entity (HOPE)

CONFORME:

I acknowledge receipt of this Notice on 10-14-16
 Authorized Signature 
 Name of the Owner/Representative Jimmy P. Mendez

RECEIVED

DATE: 10-14-2016
 BY: J.P.



Republic of the Philippines
NATIONAL FOOD AUTHORITY
Region V, Legazpi City

NOTICE TO PROCEED

6 October 2016

Mr. JIMMY P. MENDEZ
Branch Manager
Alson's Trading
Rizal St., Legazpi City

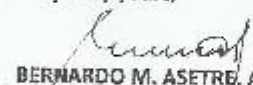
Dear Mr. Mendez,

Notice is hereby given to ALSON'S TRADING that work may commence for the Supply and delivery of Two (2) units Split type airconditioner and five (5) units window type airconditioner at NFA Regional office, Pier Site, Legaspi City upon receipt of this Notice.

Upon receipt of this Notice, you are responsible in performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this Notice by signing the copy on the space provided below. Keep one copy and return the other to the National Food Authority, Regional Office V, Pier Site, Legazpi City.

Very truly yours,


BERNARDO M. ASETRE, ASEAN Engr.
Regional Manager II
Head of Procuring Entity (HOPE)

CONFORME:

I acknowledge receipt of this Notice on 10/06/16
Authorized Signature
Name of the Owner/Representative Jimmy P. Mendez



CONTRACT AGREEMENT

THIS AGREEMENT, made this 5th day of October 2016 between **NATIONAL FOOD AUTHORITY Regional Office V (NFA-RO 5)** of Legazpi City hereinafter called the "Entity" and **ALSON'S TRADING** of Rizal Street, Tinago, Legazpi City hereinafter called the "Contractor".

WHEREAS, the Entity is desirous that the Contractor executed for the Supply and Delivery of Two (2) units Split Type Airconditioner and Five (5) units Window Type Airconditioner at NFA Regional Office 5 and the Entity has accepted the Bid for **PESOS: TWO HUNDRED SEVENTY THOUSAND (Php 270,000.00)** by the Contractor for the execution and completion of such services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:

- a) Invitation to Submit Quotation;
- b) Bid Form (Request for Quotation);
- c) Notice of Award of Contract and the Bidder's conform thereto;
- d) Notice to Proceed;
- e) Abstract of Quotation;
- f) Minutes of negotiated procurement (SVP);
- g) Bid Evaluation Report;
- h) Budget Cover;
- i) BAC Resolution (Procurement thru SVP);
- j) BAC Resolution (Recommending award of contract);
- k) Postings: 1.1 Philgeps, 1.2 NFA Website;
- l) Terms and Conditions/TOR;
- m) Other contract documents that may be required by existing laws and/or the Entity.

3. DESCRIPTION/SPECIFICATIONS:

These specifications cover the requirements for the purchase of two (2) units split type air conditioner and five (5) units window type air-conditioner at designated areas which will form part of the contract and shall supplement the plan.

- a. Two (2) units Split type Air-conditioner (Inverter type, 2.5 horsepower

CERTIFIED FUNDS AVAILABLE:

Hazel P. Daep
HAZEL P. DAEP

Acting Accountant IV

NATIONAL FOOD AUTHORITY

By: *Bernardo M. Asetre*

BERNARDO M. ASETRE, ASEAN Eng'r.
Regional Manager II

ALSON'S TRADING

By: *Jimmy P. Mendez*

JIMMY P. MENDEZ
Branch Manager

Edgardo
Castro
WITNESS

Edgardo
Castro
WITNESS

[minimum], Single Phase (240V 50/60hz)]

- b. Five (5) Units Window type Air conditioner [Inverter type, 1.5 Horsepower (minimum), Single Phase (240v 50/60hz)]

4. OBLIGATIONS OF NFA

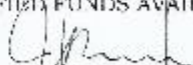
On deliveries

To issue an Inspection and Acceptance Report, after the satisfactory commissioning and testing of the Air conditioners in accordance with NFA's technical Specifications.

On Payments

- a. The NFA undertakes to pay the Contractor at the awarded Contract Price as stated in the Notice of Award and upon submission by the Supplier of billing statements and complete supporting documents subject to the usual NFA Accounting and Auditing Rules and Regulations.
- b. Among the documents to be prepared by NFA are the following:
- b.1. Voucher
 - b.2. Budget Utilization Slip
 - b.3. Original copy of Final Acceptance Report
 - b.4. Original copy of Inspection Report
 - b.5. Notice to Proceed duly signed and received by the Supplier
 - b.6. Original copy of Approved Contract
 - b.7. Notice of Award duly signed and received by the Supplier
 - b.8. BAC Resolution declaring the Winning Bidder
 - b.9. Bid Evaluation Report of TWC
 - b.10. Abstract of Quotations
 - b.11. Print copy of Posting at PhilGEPS of Invitation to Submit Quotation and RFQ
- c. The full payment shall be released after satisfactory testing and commissioning of the units, issuance of Certificate of Final Acceptance and submission of all the required documents such as:
- c.1 Warranty Certificate
 - c.2 Original copy of Sales Invoice
 - c.3 Original copy of Delivery Receipt

CERTIFIED FUNDS AVAILABLE:

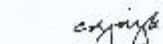

HAZEL P. DAEP

Acting Accountant IV

NATIONAL FOOD AUTHORITY

By: 

BERNARDO M. ASETRE, ASEAN Eng'r.
Regional Manager II


CATALINA B. SANTOS
Refined

ALSON'S TRADING

BY: 


JIMMY P. MENDEZ
Branch Manager


Marissa M. Reyes

5. OBLIGATION OF THE SUPPLIER

- a. The delivery of the Air-conditioning unit shall be within the fifteen (15) calendar days period including the commissioning/testing shall be at NFA Regional Office, Legazpi City.
- b. The supplier(s) shall coordinate with NFA Regional Office V authorized representative as to the date and time the items will be delivered to ensure the availability of the authorized personnel who will receive the deliveries, which should be the Supply Officer and/or authorized personnel in the office.
- c. The delivery shall be covered by appropriate documents such as duly accomplished Sales Invoice (SI) and Delivery Receipt (DR). In the absence of such documents, the items shall not be considered delivered. Incomplete delivery of parts and accessories of the Air conditioning units shall not be accepted.
- d. The Supplier(s) shall strictly comply with the prescribed NFA technical specifications and personally or through his duly authorized representative, witness the inspection to be conducted by the NFA Inspection Committee. Failure to deliver and conduct the testing of the facility on the specified period for any cause not attributed to NFA shall make the Supplier liable to liquidated damages of at least equal to one-tenth of one percent of the unperformed portion for every day of delay, which amount of penalty shall be deducted from any amount due to the Supplier.
- e. All expenses, losses, damages which may be incurred while the items for delivery are in transit to the designated delivery sites shall be borne by the supplier.
- f. The Supplier(s) shall submit the manufacturer's brochures of the offered equipment and components including electrical diagrams.
- g. Guarantee the availability of spare parts and technical personnel who shall undertake the required after sales service. Further, the supplier shall positively respond to the NFA's request for service within 72-hours from the receipt of notice/request.

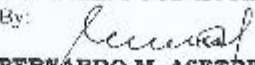
CERTIFIED FUNDS AVAILABLE:


HAZEL P. DAEP

Acting Accountant IV

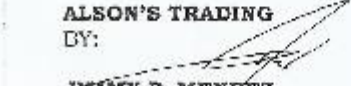
NATIONAL FOOD AUTHORITY

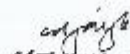
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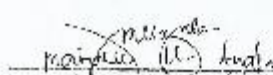

BERNARDO M. ASETRE, ASEAN Eng'r.
Regional Manager II

ALSON'S TRADING

By:


JIMMY P. MENDEZ
Branch Manager


CATALINA O. SAJA
Witness


MARIBEL M. LOPEZ
Witness

6. REPLACEMENT OF REJECTS

Should any parts be rejected, the whole unit shall remain with the NFA until delivery of the replacement within a period of ten (10) working days after receipt of Notice of Rejection. Failure to replace the rejected items within the prescribed period, the NFA shall impose liquidated damages equivalent to 1,000 pesos of the undelivered unit and accessories for every day of delay. Expenses incurred in the delivery of replacement of rejected items shall be borne by the Supplier.

7. INSPECTION

To conduct inspection of the unit by authorized NFA personnel in the area upon complete delivery of said unit in the presence of the supplier or his authorized representative. Any finding/s of damage delivered shall not be accepted and will be rejected.

8. WARRANTY

- a. The Supplier(s) shall warrant the Air-conditioning unit under the contract to have no defects arising from design, material or workmanship, or from any act or omission of the supplier that may develop under normal use.
- b. The Supplier(s) shall undertake repairs and servicing and shall replace the defective parts free of charge or shall replace the whole unit, if warranted, within the warranty period.
- c. The Supplier(s) shall provide a warranty period of one (1) year for parts and services and minimum of 3 years for compressor reckoned from the date of receipt of Final Acceptance of the project.

9. LIQUIDATED DAMAGES

All contracts executed in accordance with the RA 9184 and its IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of goods, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.1%) 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 the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.

CERTIFIED FUNDS AVAILABLE:

Hazel P. Daep
HAZEL P. DAEP
Acting Accountant IV

NATIONAL FOOD AUTHORITY
By: *Bernardo M. Asetre*
BERNARDO M. ASETRE, ASEAN Eng'r.
Regional Manager II

ALSON'S TRADING
By: *Jimmy P. Mendez*
JIMMY P. MENDEZ
Branch Manager

Catalina D. Jara
CATALINA D. JARA
Witness

Morgan D. Andra
Morgan D. Andra
WITNESS

10. LIABILITIES OF THE CONTRACTOR

It is understood that time is of the essence of the contract and in case of failure of the Contractor to comply with the terms and conditions set forth. The Contractor shall be held liable in accordance with existing laws and decrees if the fault is attributed to him.

- a. 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 a liquidated damage 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.
- c. 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 equipment 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 delivery or contract extension shall be executed.
- d. In case of litigation arising from the Contract, the Contractor shall agree to pay liquidated damages in the amount of PHP 50,000.00 plus cost of suit.
- e. The case shall be filed exclusively with the proper courts in Legazpi City.

11. SPECIAL PROVISIONS

The suppliers shall undertake repairs and servicing and shall replace any defective spare parts, free-of-charge, or shall replace the whole item, if warranted, within the warranty period.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first above written.

CERTIFIED FUNDS AVAILABLE:

Hazel P. Daep
HAZEL P. DAEP
Acting Accountant IV

NATIONAL FOOD AUTHORITY

By: *Bernardo M. Asetre*
BERNARDO M. ASETRE, ASEAN Eng'r.
Regional Manager II

ALSON'S TRADING

BY: *Jimmy P. Mendez*
JIMMY P. MENDEZ
Branch Manager

Carolina D. Jayo
CAROLINA D. JAYO
Witness

Patricia (L) Queta
PATRICIA (L) QUETA
WITNESS

ACKNOWLEDGEMENT

Republic of the Philippines
City of Legazpi

BEFORE ME, Notary Public for and in LEGAZPI CITY personally appeared the following :

NAME	CTC/ID NUMBER	PLACE ISSUED	DATE ISSUED
1. BERNARDO M. ASETRE	450005	IMBIZON CITY	
2. JIMMY P. MENDEZ	DC # 001-94-01197		

Both known to me and me to known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free, voluntary act and deed. This INSTRUMENT consisting of six (6) pages including this page upon which this acknowledgement is written and signed by the parties and their instrumental witnesses above their typewritten name on this page.

WITNESS MY HAND AND SEAL this 12 day of OCT 2016, 2016 in the City of Legazpi.



RICHIE R. REGALA

Notary Public within the Province of Albay,

and the City of Legazpi City, Philippines

Notary Public No. 001-94-01197, Exp. 12/19/16

Reg. No. 001-94-01197, Leg. City, Philippines, 001-94-01197

3/F Gimenez Bldg., Rizal St., Leg. City, Tel. No. (052) 4804457

Doc. No. : 328
Page No. : 67
Book No. : 260
Series of : 2016

[Signature]
Witness

[Signature]
Witness

CERTIFIED FUNDS AVAILABLE:

[Signature]
HAZEL P. DAEP
Acting Accountant IV

NATIONAL FOOD AUTHORITY

By: *[Signature]*
BERNARDO M. ASETRE, ASEAN Eng'r.
Regional Manager II

ALSON'S TRADING

BY: *[Signature]*
JIMMY P. MENDEZ
Branch Manager

Republic of the Philippines
NATIONAL FOOD AUTHORITY
Regional Office V, Legazpi City

BIDS AND AWARDS COMMITTEE
RESOLUTION NO. 007
Series of 2016

RESOLUTION RECOMMENDING TO THE HOPE TO AWARD TO ALSON'S TRADING, THE SUPPLY OF TWO (2) UNITS SPLIT-TYPE AIRCONDITIONER, AND FIVE (5) UNITS WINDOW TYPE AIRCONDITIONER

WHEREAS, the Regional Office Bids and Awards Committee opened the sealed quotations for the Supply of Two (2) Units Split Type Airconditioner, Inverter type, 2.5 Hp. and Five (5) Units Window Type Airconditioner, Inverter type, 1.5 Hp. on September 13, 2016;

WHEREAS, Invitation to Submit Quotation was posted at PhilGEPS and NFA Website on September 2, 2016 and at NFA Bulletin Board located at conspicuous place of the Agency;

WHEREAS, four (4) bidders were invited to participate in the bidding namely:

1. ABENSON'S Marketing
2. Alson's Trading
3. Clarabil Trading, and
4. Willy and Son's Corporation


WHEREAS, out of the four (4) bidders who were invited to participate in the bidding, only Alson's Trading submitted sealed quotation and passed the opening and preliminary examination of bid;


WHEREAS, after thorough examination and evaluation of the documents by the TWG, Alson's Trading with business address at Rizal Street, Legazpi City was determined as technically, legally and financially capable to undertake the project;


NOW THEREFORE, premises considered, **WE**, the members of the NFA Regional Office Bids and Awards Committee, by authority vested upon us by law, **RESOLVED** to recommend to the Regional Director/Head of Procuring Entity to award the Supply of Two (2) Units Split Type Airconditioner, Inverter type, 2.5 Hp., and Five (5) Units Window Type Airconditioner, Inverter type, 1.5 Hp. to Alson's Trading amounting to PESOS: TWO HUNDRED SEVENTY THOUSAND ONLY (P270,000.00).

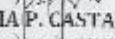
RESOLVED at NFA Conference Room, Regional Office V, Legazpi City this 3rd day of October 2016.

RECOMMENDING APPROVAL:
REGIONAL OFFICE BIDS AND AWARDS COMMITTEE


JULIO D. BUENO
Economist IV/Member



DELLA M. TENA
Supvng. GOO (QA)/Member


NELSIE F. ALCANTARA
Supervising GOO (IS)/Member


SONIA P. CASTAÑEDA
Supervising GOO (MO)/Vice-Chairperson


EDNA R. DE GUZMAN
Assistant Regional Manager/Chairperson

APPROVED:


BERNARDO M. ASETRE, ASEPAN Eng.
Regional Manager II/HOPE