

REQUEST FOR QUOTATION

SHOPPING -WORKS

Construction of Pineapple Processing Center

Project Reference No. PRDP-IR-R04A-QUE-016-000-000-2018

October 01, 2020

(Name/Company and Address)

Gentlemen:

The Government of the Philippines (GOP) has received a Loan from the World Bank is a towards the cost of Philippine Rural Development Project and intend to apply part of the proceeds of the Loan to payments under the Contract for the **Construction of Pineapple Processing Center**.

Please quote your lowest price, inclusive of taxes for the above-cited package, based on the attached Specifications/Drawings and Bill of Quantities (BOQ)/Price Schedule (PS), and submit your quotation duly signed by you or your authorized representative not later than October 15, 2020, 10:00 A.M. at **BAC Office 2nd Floor Finance Building Conference Room, Provincial Capitol Compound, Lucena City.** The opening of quotations will be conducted immediately after the closing date and time, October 15, 2020, 10:00A.M.

DIEGO M. SALAS

Chairman, Bids and Awards Committee

Province of Quezon

QUOTATION FORM

(Date)

Sir,

In connection with the above request, I/We submit our quotation indicated in the attached signed Bill of Quantities (BOQ)/Price Schedule (PS) based on the required Specifications/Drawings. Total quotation is _____ (amount in words) (PhP_____).

We agree to abide by this Bid for the bid validity of **ninety (90) calendar days** and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.

(Signature/Name of Authorized Personnel/Position/Tel No./email add/Date)

Enclosures:

1. Specifications/Drawings;
2. Bill of Quantities/Price Schedule
3. Contract form

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* _____ (hereinafter called the "Entity") and *[name and address of Contractor]* (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute *the* _____ (hereinafter called "the Works") and the Entity has accepted the Quotation for *[insert the amount in numbers and words]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS CONTRACT AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Contract Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Terms of Reference hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Contract Agreement, to wit:
 - (a) Request for Quotation (RFQ) including the detailed computation of costs per item of work as per Bill of Quantities;
 - (b) Terms and Conditions;
 - (c) Bill of Quantities (BOQ);
 - (d) Plans & Specifications;
 - (e) Addenda and/or Supplemental, if any;
 - (f) Eligibility, Technical and Financial Documents;
 - (g) Letter of Acceptance/Notice of Award;
 - (h) Performance Security; and
 - (i) Construction Safety and Health Program approved by the Department of Labor and Employment (DOLE).
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract Agreement in all respects.
4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract Agreement at the times and in the manner prescribed by this Contract Agreement.

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

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Contractor)

Binding Signature of Procuring Entity _____

Binding Signature of Contractor _____

=====

Republic of the Philippines]
City of _____] s.s.

BEFORE ME, this ____ day of _____ at _____
personally appeared the following:

Name	Competent Evidence of Identity	Date/Place of Issue
_____	TIN: _____	_____
_____	TIN: _____	_____

Known to me and to me known to be the same persons who executed the foregoing CONTRACT AGREEMENT consisting of _____ (____) pages including this page, and who acknowledged to me that the same is their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the day first written above.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

TERMS AND CONDITIONS
SHOPPING FOR THE

Construction of Pineapple Processing Center

RFQ No. : PRDP-IR-R04A-QUE-016-000-000-2018

PR Reference No. : 3740-20

I. SUBJECT MATTER OF THE SHOPPING

The subject matter of the Shopping is for the award of **CONSTRUCTION OF PINEAPPLE PROCESSING CENTER.**

II. ESTIMATED PROJECT COST (EPC)

The Estimated Project Cost (EPC) for the CONSTRUCTION OF PINEAPPLE PROCESSING CENTER is **FIVE MILLION EIGHT THOUSAND PESOS (PhP5,008,000.00).**

III. ELIGIBILITY DOCUMENTS

The prospective bidders shall be required to provide copy of their valid license from **Philippine Contractors Accredited Board (PCAB).**

IV. FINANCIAL DOCUMENTS

Official Request for Quotation form including its supporting detailed computation of costs for each item of work as per Bill of Quantities.

V. QUOTATION

- 1) Quotation shall be submitted using the attached Quotation Form 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.
- 2) Quotation shall be inclusive of taxes such as but not limited to VAT, income tax, local tax and other levies.
- 3) Quotation shall be valid for **Ninety (90) days** from the opening of Quotations.

VI. DETAILED COMPUTATION OF COSTS

- 1) The supporting Detailed Computation of Costs shall contain the labor, materials, equipment, OCM, profit and tax for the construction, installation, testing, and commissioning of works to be done by the Contractor.
- 2) The attached 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.

VII. AWARD OF CONTRACT

The BAC shall recommend to the Head of the Procuring Entity the award of contract to the Bidders with the Lowest Calculated Responsive Quotation (LCRB) or the Single Calculated Responsive Quotation (SCRQ).

VIII. PERFORMANCE SECURITY

- 1) The Performance Security shall be in an amount equal to a percentage of the total Contract price in accordance with the following schedule:
 - a. Cash or certified (cashier's/manager's) check issued by a Universal or Commercial Bank in the amount of ten percent (10%) of the Contract price; and
 - b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank in the amount of ten percent (10%) of the Contract price.
 - 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 in the amount of thirty percent (30%) of the Contract Price.
- 2) 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.
- 3) The Performance Security shall remain valid twenty-eight (28) calendar days from the 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; and
 - b. The Contractor has no pending claims for labor and materials filed against it.

IX. CONTRACT SIGNING

The Procuring Entity shall enter into Contract with the successful Bidders upon posting of the required Performance Security. The following documents shall form part of the Contract:

- a) Contract Agreement;
- b) Quotation Form including the detailed cost computation of items of work as per Bill of Quantities;
- c) Terms and Conditions;
- d) Bill of Quantities (BOQ);
- e) Plans & Specifications;
- f) Addenda and/or Supplemental, if any;
- g) Eligibility, Technical and Financial Documents;
- h) Letter of Acceptance / Notice of Award (NOA); and
- i) Performance Security; and
- j) Construction Safety and Health Program approved by the Department of Labor and Employment (DOLE).

X. NOTICE TO PROCEED (NTP)

The Procuring Entity shall issue the Notice to Proceed (NTP) to the successful Bidders upon approval of the Contract by the Head of the Procuring Entity. The Contract's effectivity date shall commence within ten (10) calendar days after the receipt of the Notice to Proceed by the Contractor.

XI. PROGRAM OF WORK

The Contractor shall submit to the Procuring Entity's Representative for approval a Program of Work showing the general methods, arrangements, order and timing for all activities in the Works and updates which shall show the actual progress achieved on each activity including any changes to the sequence of the activities.

XII. 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 equipment required for the project. All materials on site shall be deemed to the 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 **One Hundred Forty Five (145) calendar days inclusive of Twenty (20) unworkable 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 Procuring Entity's Representative and Letter Request of the Contractor and reasons for the

purpose of work extension certified by the concerned Component/Unit Head and approved by the Head of the Procuring Entity.

3. The Contractor shall assign an Engineer/Foreman to carry out the supervision of the works and shall provide list of laborers/workers to the Procuring Entity's Representative for proper identification and monitoring. The Contractor shall notify the Procuring Entity's Representative of any replacement of key personnel and workers.
4. The Contractor shall be responsible for the safety of all activities on the Site.
5. The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.

XIII. LIQUIDATED DAMAGES

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 Procuring Entity shall rescind this Contract, without prejudice to the other courses of action and remedies open to it.

XIV. ADVANCE PAYMENT

- 1) The Procuring Entity 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 and to be recouped every progress billing.
- 2) The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank or a bank guarantee issued by a Universal or Commercial Bank.
- 3) The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.
- 4) The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.

XV. PROGRESS PAYMENTS

- a) 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. Materials and equipment delivered on the site but not completely and properly installed shall not be included for payment.

- b) The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity's Representative.

XVI. CONTRACTOR'S RISK AND WARRANTY SECURITY

- 1) The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security and convenience of his personnel, third parties and the public at large, as well as the Works, Equipment, installation and the like to be affected by his construction work.
- 2) The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety (90) days from the time the HoPE has issued an order to undertake repair. In case failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.
- 3) In case the Contractor fails to comply with the preceding paragraph, 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 cost.
- 4) The Warranty Security shall be stated in Philippines 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.
- 5) The Contractor shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:
 - a. Contractor's All Risk Insurance;
 - b. Transportation to the project Site of Equipment, Machinery and Supplies owned by the Contractor;
 - c. Personal injury or death of Contractor's employee; and
 - d. Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.

XVII. 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's Representative, are completed.
- 2) If, after the fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefore.
- 3) 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 Procuring Entity 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.

XVIII. SPECIAL PROVISIONS

LIABILITY OF THE CONTRACTOR

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).

1. The Contractor or its duly authorized representative shall enforce and be responsible for the following policy for its personnel/workers within site premises;
 - a) No drinking of liquor
 - 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. (in the case of overtime works)
 - f) Wearing of IDs.
2. The Contractor shall be held liable and responsible for the misdemeanor/misbehavior of its workers. Similarly, the Contractor shall also be liable and responsible to losses/damages incurred on the properties caused by its workers, after proper investigation by the Procuring Entity and/or the local PNP.
3. The Contractor shall replace all materials found not in accordance to the Plans & Specifications within five (5) calendar days. The Procuring Entity's Representative

must record in the logbook delivery of materials not in accordance with specifications.

4. The Contractor must sign a written agreement conforming that it may tap/use electricity and water of the office based on the established average consumption of the provincial office/office concerned. As such, the 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/office concerned to be determined by the Procuring Entity's Representative and the payment of the established excess monthly average consumption shall be paid separately by the Contractor.
5. The Contractor shall allow the inspection of its delivery truck/vehicles including laborers' baggage prior to entry/exit.

OBLIGATIONS OF THE PROCURING ENTITY

1. The Procuring Entity shall assign a Representative 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 Procuring Entity's Representative may invite a COA representative during the conduct of inspection.
2. The Procuring Entity's Representative 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 Procuring Entity's Representative shall determine the equipment/utilities that will consume electricity and water.
4. The Contractor shall be paid on the basis of percentage of work completed upon request and submission of the work accomplishment report resulting from the evaluation and assessment of the Procuring Entity's Representative duly certified by the Procuring Entity's representative and approved by the Head of the Procuring Entity.

XIX. 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, taxes;
- b) Certificate of Completion to be prepared and signed by the Procuring entity's Representative duly certified by the Procuring Entity's concerned Component/Unit Head and approved by the Head of the Procuring Entity;

- c) Notice of Award (Photocopy);
- d) Notice to Proceed (Photocopy);
- e) Contract Agreement (Photocopy);
- f) Progress Accomplishment Report.

XX. DURATION AND EFFECTIVITY OF THE CONTRACT

The Contract shall be completed within **One Hundred Forty Five (145) calendar days inclusive of Twenty (20) unworkable days** effective on the 10th day after the receipt of the Notice to Proceed.

XXI. RESERVATION CLAUSE

The Procuring Entity reserves the right to accept or reject any or all other Quotations, to waive any formalities or defects found therein and to annul the Procurement (Shopping) process and reject all Quotations at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders/s and to accept only such Quotations most advantageous to the government.

BIDS AND AWARDS COMMITTEE(BAC)

DIEGO M. SALAS

Chairman, Bids and Awards Committee
Province of Quezon

BILL OF QUANTITIES

No.	Description	Qty.	Unit	Unit Cost	Total
B.9	MOBILIZATION/DEMOLITION	1.00	l.s.		
B.7	CONSTRUCTION SAFETY	5.00	mos.		
103 (1) A	STRUCTURE EXCAVATION	71.00	cu.m		
104	EMBANKMENT	50.00	cu.m		
403	STRUCTURAL STEEL	5,590.60	kg		
404	REINFORCING STEEL	8,927.60	kg		
900	REINFORCED CONCRETE	71.43	cu.m		
704 (1)	MASONRY UNITS	522.00	sq.m		
1001 (1)	STORM DRAINAGE AND SEWERAGE SYSTEM	154.00	each		
1002 (28)	PLUMBING – COLD WATER LINE	1.00	l.s		
SPL-1	PLUMBING-SEPTIC TANK	1.00	l.s		
1002 (C)	PLUMBING FIXTURES	1.00	l.s		
1003	CARPENTRY & JOINERY WORKS	315.00	sq.m		
1005 (1)	STEEL CASEMENT WINDOWS	24.80	sq.m		
1005 (7)	WINDOW ACCESSORY (CYCLONE WIRE)	1.00	l.s		
1007	ALUMINUM GLASS DOOR	17.64	sq.m		
1043 (2)	PVC DOORS AND FRAMES	3.00	set		
1006 (5)	STEEL DOORS AND FRAMES – FIRE RATED AND FIRE EXIT STEEL DOORS	4.20	sq.m		
1006	STEEL DOORS AND FRAMES	16.32	sq.m		
1014	PREPAINTED METAL SHEETS	312.00	sq.m		
1018	TILE WORKS	216.00	sq.m		
1032(1) a	PAINTING WORKS	1,149.18	sq.m		
1100 (6)	CONDUITS, BOXES AND FITTINGS	155.00	length		
1100 (21) B	CONDUITS, BOXES AND FITTINGS	33.00	set		
1101 (1)	WIRES AND WIRING DEVICES	1,110.00	l.m.		
1102 (27)	POWER LOAD CENTER, SWITCHGEAR, AND PANELBOARDS	1.00	l.s		
1103	LIGHTNING FIXTURES	42.00	set		
SPL-3	PROJECT ID	1.00	l.s		
TOTAL QUOTATION AMOUNT					

Total Quotation Amount in Words:

RFQ for Works-Attachment 4

PLANS & SPECIFICATIONS

SEE ATTACHED PLANS & SPECIFICATIONS

LETTER OF ACCEPTANCE

Date: *[insert date]*

To: *[Name and address of Contractor]*

This is to notify you that your Quotation dated *[insert date]* for the execution of the *[insert name of Contract and reference numbers]* for the Contract Price of *[insert amount of quotation]*, is hereby accepted by our Agency.

You are hereby instructed to come to our office located at _____ to sign the formal agreement on *[date]* at *[time]*.

Authorized Signature: _____

Name: _____

Designation: _____

Conforme:

Signature of Authorized Representative: _____

Name of Authorized Representative: _____

Designation: _____

Date: _____

(With Bank's Letter Head)

PERFORMANCE SECURITY (Bank Guarantee)

To : _____

WHEREAS, *[name and address of contractor]* (hereinafter called the "Contractor") has undertaken, in pursuance of Contract No. *[insert number]* dated *[insert date]* to execute the Supply of Labor and Materials for the _____ (hereinafter called the "Contract");

AND WHEREAS, it has been stipulated by you in the said Contract Agreement that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract Agreement;

AND WHEREAS, we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[insert amount of Guarantee in numbers and in words]* such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of demand of the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract Agreement or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date twenty-eight (28) days from the date of issue of the Certificate of Final Acceptance.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date: _____

(With Bank's Letter Head)

BANK GUARANTEE (FOR ADVANCE PAYMENT)

To: PROCURING ENTITY
[name of Contract]

Gentlemen:

We, the [Bank or Financial Institution], as instructed by the Contractor, agree unconditionally and irrevocably to Guarantee as primary obligator and not as Surety merely, the payment to _____ on his first demand without whatsoever right of objection on our part and without his first claim to the contractor, in the amount not exceeding [amount of Guarantee in number] [amount in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between _____ and the Contractor, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____