



Republic of the Philippines
NATIONAL FOOD AUTHORITY
Regional Office No. V
Legazpi City

PROCUREMENT OF IN-WAREHOUSE HANDLING SERVICES FOR GRAINS AND LOGISTICS OF NFA REGION V FOR CALENDAR YEAR 2017

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Section I
Invitation to Bid

Republic of the Philippines
NATIONAL FOOD AUTHORITY
Regional Office No. V
Pier Site, Legazpi City

INVITATION TO BID

**Procurement of In-Warehouse Handling Services for Grains and Logistics of
NFA Region V for CY 2017**

The **NATIONAL FOOD AUTHORITY** through its Corporate Budget for **2017** intends to apply the sum of **Forty-Six Million Four Hundred Seventy-Six Thousand Four Hundred Ninety-Five Pesos and Twenty-Nine Centavos (Php 46,476,495.29) inclusive of VAT** being the Approved Budget for the Contract (ABC) to payment under the contract for the **Procurement of In-Warehouse Handling Services for Grains and Logistics of NFA Region V for CY 2017**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The **NATIONAL FOOD AUTHORITY** now invites Bids from eligible Bidders for the **Procurement of In-Warehouse Handling Services for Grains and Logistics of NFA Region V for CY 2017**. Delivery of the services is required upon receipt of Notice to Proceed until December 31, 2017 or until the contracted volume shall have been completed, whichever comes first. *Payment of contracted rate shall be based on the actual accomplished services rendered.* The grains and logistics handling comprise the following:

Lot 1: Albay (Ligao and Libon Areas), Camarines Norte, Camarines Sur, Catanduanes, Masbate and Sorsogon		
SERVICES	A. NO. OF BAGS	APPROVED BUDGET OF THE CONTRACT (Inclusive of VAT)
	B. NO. OF UNITS/ PIECES/BALES	
A. Grains Handling	5,191,825	₱ 45,776,580.62
B. Logistics Handling	12,212.85	699,914.67
GRAND TOTAL		46,476,495.29
Bidding Fee		₱ 25,000.00

Bidding will be conducted through open competitive bidding using non-discretionary pass/fail criteria as specified in the Revised Implementing Rules and Regulations Part A (IRR-A) of Republic Act 9184 (R.A. 9184), otherwise known as the “Government Procurement Reform Act”. **Bidders must have been engaged in in-warehouse handling services for grains in bags at least for the last three (3) years prior to the opening of bids** and must have a Single Largest Completed Contract within the last three (3) years which is similar in nature and complexity to the contract to be bid and the value thereof must be at least 50% of the ABC.

Interested parties may view or download the Bidding Documents, free of charge from the website of the Philippine Government Electronic Procurement System (PHILGEPS) and the website of the Procuring Entity. However, Bidders shall pay the non-refundable fee in the amount of **₱ 25,000.00** for the bidding documents not later than the submission of their bids.

Hereunder is the Schedule of Bidding Activities:

Activities	Date	Time
1. Issuance of Bid Documents (Working Days Only)	Dec. 30, 2016- Jan. 21, 2017 Jan. 24, 2017	8:00 AM- 5:00 pm 8:00 AM-1:30 pm
2. Pre-bid Conference	Jan. 9, 2017	2:00 pm
3. Submission and Opening of Bids	Jan. 24, 2017	2:00 pm

All Bids must be accompanied by a Bid Security in an amount at least equal to, and not lower than a percentage of the Approved Budget for the Contract to be bid in the form or any combination thereof as provided in Section 27.2 of the Revised IRR of RA 9184.

Bids will be opened in the presence of the Bidders and or their authorized representatives who choose to attend the bidding. Late Bids shall not be accepted.

The **NATIONAL FOOD AUTHORITY REGIONAL OFFICE V** reserves the right to accept or reject any or all Bids, to annul or cancel the bidding process at any time prior to contract award and accept the proposal most advantageous to the government without thereby incurring any liability to the affected Bidder or Bidders whatsoever.

For further information, please refer to:

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National Food Authority

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EDNA R. DE GUZMAN

Chairperson, Bids and Awards Committee

Asst. Regional Manager

NFA Region V

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Instructions to Bidders

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A. General

1. Scope of Bid

- 1.1. *The procuring entity named in the **BDS** (hereinafter referred to as the “Procuring Entity”) wishes to receive bids for supply and delivery of the goods as described in Section VII. Technical Specifications (hereinafter referred to as the “Goods”).*
- 1.2. *The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in ITB Clause 28.*

2. Source of Funds

*The Procuring Entity has a budget or has applied for or received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.*

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. *Unless otherwise specified in the **BDS**, the Procuring Entity as well as the bidders and suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:*
 - (a) *defines, for purposes of this provision, the terms set forth below as follows:*
 - (i) *“corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.*
 - (ii) *“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.*
 - (iii) *“collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.*

- (iv) *“coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;*
- (v) *“obstructive practice” is*
 - (aa) *deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or*
 - (bb) *acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.*
- (b) *will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.*
- 3.2. *Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).*
- 3.3. *Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3.*

4. Conflict of Interest

- 4.1. *All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of*

interest in any of the circumstances set out in paragraphs (d) through (f) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;*
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;*
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;*
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;*
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or*
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.*

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;*
- (b) If the Bidder is a partnership, to all its officers and members;*
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and*
- (d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.*

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

- 5.1. *Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:*
- (a) Duly licensed Filipino citizens/sole proprietorships;*
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;*
 - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;*
 - (d) Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; and*
 - (e) Unless otherwise provided in the **BDS**, persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).*
- 5.2. *Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:*
- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its IRR allow foreign bidders to participate;*
 - (b) Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;*
 - (c) When the Goods sought to be procured are not available from local suppliers; or*
 - (d) When there is a need to prevent situations that defeat competition or restrain trade.*
- 5.3. *Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.*

- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the National Statistics Office consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(iii).

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a commitment from a Universal or Commercial Bank to extend a credit line in its favor if awarded the contract for this Project (CLC).

The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:

$$NFCC = [(Current\ assets\ minus\ current\ liabilities)\ (15)]\ minus\ the\ value\ of\ all\ outstanding\ or\ uncompleted\ portions\ of\ the\ projects\ under\ ongoing\ contracts,\ including\ awarded\ contracts\ yet\ to\ be\ started\ coinciding\ with\ the\ contract\ for\ this\ Project.$$

The CLC must be at least equal to ten percent (10%) of the ABC for this Project. If issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial Bank. In the case of local government units (LGUs), the Bidder may also submit CLC from other banks certified by the Bangko Sentral ng Pilipinas (BSP) as authorized to issue such financial instrument.

6. **Bidder's Responsibilities**

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1.
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.3.

- (e) *Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;*
- (f) *Ensuring that 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;*
- (g) *Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;*
- (h) *Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;*
- (i) *Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and*
- (j) *Complying with existing labor laws and standards, in the case of procurement of services.*

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. *The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.*
- 6.4. *It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.*
- 6.5. *The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.*
- 6.6. *The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case*

be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- 6.7. *Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.*
- 6.8. *The Bidder should note that the Procuring Entity will accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.*

7. Origin of Goods

*Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.*

8. Subcontracts

- 8.1. *Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.*
- 8.2. *Subcontractors must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.*
- 8.3. *The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.*

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) *If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.*

*(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.*

9.2. *Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.*

9.3. *Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.*

10. Clarification and Amendment of Bidding Documents

10.1. *Bidders who have purchased the Bidding Documents may request for clarification on any part of the Bidding Documents for an interpretation. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.*

10.2. *Supplemental/Bid Bulletins may be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.*

10.3. *Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.*

C. Preparation of Bids

11. Language of Bid

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

*12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:*

(a) Eligibility Documents –

Class “A” Documents:

- (i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;*
- (ii) Mayor’s permit issued by the city or municipality where the principal place of business of the prospective bidder is located;*
- (iii) Statement of all its ongoing and completed government and private contracts within the period stated in the **BDS**, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:*
 - (iii.1) name of the contract;*
 - (iii.2) date of the contract;*
 - (iii.3) kinds of Goods;*
 - (iii.4) amount of contract and value of outstanding contracts;*
 - (iii.5) date of delivery; and*
 - (iii.6) end user’s acceptance or official receipt(s) issued for the contract, if completed.*
- (iv) Audited financial statements, stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the*

preceding calendar year, which should not be earlier than two (2) years from bid submission;

- (v) *NFCC computation or CLC in accordance with **ITB** Clause 5.5; and*

Class “B” Document:

- (vi) *If applicable, the JVA in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.*

(b) *Technical Documents –*

- (i) *Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:*

(i.1) *a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or*

(i.2) *a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;*

- (ii) *Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and*

- (iii) *Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII ` . Bidding Forms.*

13. Documents Comprising the Bid: Financial Component

13.1. *Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:*

(a) *Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;*

(b) *If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and*

(c) *Any other document related to the financial component of the bid as stated in the **BDS**.*

13.2. (a) *Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.*

- (b) *Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:*
- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.*
 - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.*
 - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.*
 - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.*
 - (v) The procuring entity has established a system to monitor and report bid prices relative to ABC and procuring entity's estimate. The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.*

14. Alternative Bids

Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.*
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this*

regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.

- 15.3 The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (a) For Goods offered from within the Procuring Entity's country:
- (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
- (i.1) on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory; or
- (i.2) on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf and any Procuring Entity country sales and other taxes which will be payable on the Goods if the contract is awarded.
- (ii) The price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination.
- (iii) The price of other (incidental) services, if any, listed in the **BDS**.
- (b) For Goods offered from abroad:
- (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- (ii) The price of other (incidental) services, if any, listed in the **BDS**.
- 15.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1. Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.*
- (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.*

*16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.*

16.3. Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

*17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.*

*17.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.*

18. **Bid Security**

- 18.1. The bid security in the amount stated in the **BDS** shall be equal to the percentage of the ABC in accordance with the following schedule:

<i>Form of Bid Security</i>	<i>Amount of Bid Security (Equal to Percentage of the ABC)</i>
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(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.	
(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.	Five percent (5%)
(d) Bid Securing Declaration	Duly Notarized (Form in backpage)

For biddings conducted by LGUs, the Bidder may also submit bid securities in the form of cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.

18.5. *The bid security may be forfeited:*

(a) *if a Bidder:*

- (i) *withdraws its bid during the period of bid validity specified in **ITB** Clause 17;*
- (ii) *does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);*
- (iii) *fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB** Clause 29.2;*
- (iv) *submission of eligibility requirements containing false information or falsified documents;*
- (v) *submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;*
- (vi) *allowing the use of one's name, or using the name of another for purposes of public bidding;*
- (vii) *withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;*
- (viii) *refusal or failure to post the required performance security within the prescribed time;*
- (ix) *refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;*
- (x) *any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;*
- (xi) *failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or*
- (xii) *all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.*

(b) *if the successful Bidder:*

- (i) *fails to sign the contract in accordance with **ITB** Clause 32; or*
- (ii) *fails to furnish performance security in accordance with **ITB** Clause 33.*

19. **Format and Signing of Bids**

19.1 *Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. on*

or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid.

- 19.2 Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4 The bid, except for un-amended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. **Sealing and Marking of Bids**

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ____ - TECHNICAL COMPONENT" and "COPY NO. ____ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ____", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 1.1;

- (d) *bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and*
- (e) *bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.*

20.5. *If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.*

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

*Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **BDS**.*

22. Late Bids

*Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared “Late” and shall not be accepted by the Procuring Entity.*

23. Modification and Withdrawal of Bids

23.1. *The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.*

23.2. *A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids.*

23.3. *Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.*

- 23.4. *No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.*

24. Opening and Preliminary Examination of Bids

- 24.1. *The BAC shall open the first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".*
- 24.2. *Unless otherwise specified in the BDS, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.*
- 24.3. *Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder's representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.*

- 24.4. *If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class “A” Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 12.1(a), items (i) to (v).*
- 24.5. *In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class “A” Documents described in **ITB** Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.*
- 24.6. *Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clauses 12.1(a)(i) and 12.1(a)(ii). Submission of documents required under **ITB** Clauses 12.1(a)(iii) to 12.1(a)(v) by any of the joint venture partners constitutes compliance.*
- 24.7. *A Bidder determined as “failed” has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.*
- 24.8. *The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.*

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. *Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.*
- 25.2. *Any effort by a bidder to influence the Procuring Entity in the Procuring Entity’s decision in respect of bid evaluation, bid*

comparison or contract award will result in the rejection of the Bidder's bid.

26. **Clarification of Bids**

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. **Domestic Preference**

27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

- (a) The preference shall be applied when (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder, or (ii) the lowest bid offered by a non-Philippine national is lower than the lowest bid offered by a Domestic Entity.
- (b) For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).
- (c) In the event that (i) the lowest bid offered by a Domestic Entity does not exceed the lowest Foreign Bid as increased, or (ii) the lowest bid offered by a non-Philippine national as increased, then the Procuring Entity shall award the contract to the Domestic Bidder/Entity at the amount of the lowest Foreign Bid or the bid offered by a non-Philippine national, as the case may be.
- (d) If the Domestic Entity/Bidder refuses to accept the award of contract at the amount of the Foreign Bid or bid offered by a non-Philippine national within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid or the non-Philippine national, as the case may be, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

27.2. A Bidder may be granted preference as a Domestic Entity subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws of the Philippines with at least seventy five percent (75%) of its interest or outstanding capital stock belonging to citizens of the Philippines,

(b) *habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid,* and (c) *the business has been in existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.*

27.3. *A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.*

28. **Detailed Evaluation and Comparison of Bids**

28.1. *The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.*

28.2. *The Lowest Calculated Bid shall be determined in two steps:*

- (a) *The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and*
- (b) *The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.*

28.3. *The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:*

- (a) *Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and*
- (b) *Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.*

- 28.4. *Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.*
- 28.5. *The Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.*
- 28.6. *Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.*

29. Post-Qualification

- 29.1. *The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.*
- 29.2. *Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:*
- (a) *Tax clearance per Executive Order 398, Series of 2005;*
 - (b) *Latest income and business tax returns in the form specified in the **BDS**;*
 - (c) *Certificate of PhilGEPS Registration; and*
 - (d) *Other appropriate licenses and permits required by law and stated in the **BDS**.*

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

- 29.3. *The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted*

pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary “pass/fail” criterion.

- 29.4. *If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.*
- 29.5. *A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.*
- 29.6. *Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.*

30. Reservation Clause

- 30.1. *Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.*
- 30.2. *Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:*
 - (a) *If there is prima facie evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between*

the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

- (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or*
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:*
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;*
 - (ii) If the project is no longer necessary as determined by the head of the procuring entity; and*
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.*

30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (a) No bids are received;*
- (b) All prospective Bidders are declared ineligible;*
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or*
- (d) The Bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.*

F. Award of Contract

31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the LCRB.*
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.*
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:*

- (a) *Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the BAC that the Bidder has the LCRB;*
 - (b) *Posting of the performance security in accordance with **ITB** Clause 33;*
 - (c) *Signing of the contract as provided in **ITB** Clause 32; and*
 - (d) *Approval by higher authority, if required.*
- 31.4. *At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.*

32. **Signing of the Contract**

- 32.1. *At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.*
- 32.2. *Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.*
- 32.3. *The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.*
- 32.4. *The following documents shall form part of the contract:*
- (a) *Contract Agreement;*
 - (b) *Bidding Documents;*
 - (c) *Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;*
 - (d) *Performance Security;*
 - (e) *Credit line in accordance with **ITB** Clause 5.5, if applicable;*
 - (f) *Notice of Award of Contract; and*
 - (g) *Other contract documents that may be required by existing laws and/or specified in the **BDS**.*

33. **Performance Security**

- 33.1. *To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.*
- 33.2. *The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount*

equal to the percentage of the total contract price in accordance with the following schedule:

<i>Form of Performance Security</i>	<i>Amount of Performance Security (Equal to Percentage of the Total Contract Price)</i>
<i>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</i>	<i>Five percent (5%)</i>
<i>(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.</i>	
<i>(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; and/or</i>	<i>Thirty percent (30%)</i>

33.3. *Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.*

34. Notice to Proceed

- 34.1. *Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Bidder.*
- 34.2. *The contract 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 the issuance of the Notice to Proceed.*

Section III
Bid Data Sheet

Bid Data Sheet

<i>ITB Clause</i>	
1.1	<p><i>The Procuring Entity is</i></p> <p>NATIONAL FOOD AUTHORITY Region V</p> <p>PIER SITE, LEGAZPI CITY</p>
1.2	<p><i>The lot(s) and reference is shown in Section VI Schedule of Requirements</i></p>
2	<p><i>The Funding Source is the Government of the Philippines (GOP) through the NFA CORPORATE OPERATING BUDGET FOR 2017 in the amount of Forty-Six Million Four Hundred Seventy-Six Thousand Four Hundred Ninety-Five Pesos and Twenty-Nine Centavos (Php 46,476,495.29) inclusive of VAT.</i></p> <p><i>The name of the Project is: Procurement of In-Warehouse Handling Services for Grains and Logistics of NFA Region V for CY 2017.</i></p>
3.1	<i>No further instructions.</i>
4.1	<i>No further instructions.</i>
4.2	<i>No further instructions.</i>
5.1	<i>No further instructions.</i>
5.2	<p><i>None of the circumstances mentioned in the ITB Clause exists in this Project. Foreign bidders, except those falling under ITB Clause 5.2 (b), may not participate in this Project.</i></p>
5.3	<i>No further instructions.</i>
5.4	<p>The Bidder should have completed, within the last three (3) years from the date of submission and receipt of bids, a contract similar to the Project, the value of which must be adjusted to the current prices using the Philippine Statistics Authority (PSA) consumer price indices and must be at least fifty percent (50%) of the ABC to be bid.</p> <p>If not applicable, in lieu of the above, the bidder:</p> <ol style="list-style-type: none"> a. Should have completed at least two (2) similar contracts and the aggregate contract amount should be equivalent to at least 50% of the ABC; and b. The largest of these similar contracts must be equivalent to at least 25% of the ABC. <p><i>For this purpose, similar contracts shall refer to handling of GRAINS, GRAINS BY-PRODUCTS, FEEDS, MUNGO SEEDS, BEAN SEEDS AND OTHERS OF SIMILAR NATURE.</i></p>

5.5	The bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) using Standard Form-Goods-03 whose value must be equal to the ABC. A bidder may submit a Committed Line of Credit (CLC) using Standard Form-Goods-04 from a Universal or Commercial Bank, in lieu of its NFCC computation.
6.1-8	<i>No further instructions.</i>
7	<i>No further instructions.</i>
8.1	<i>Subcontracting is not allowed.</i>
8.2-3	<i>Not applicable.</i>
9.1	<i>The Procuring Entity will hold a pre-bid conference for this Project on January 9, 2017 at 2:00 pm at the NFA Regional Office Conference Room located at Pier Site, Legazpi City.</i>
9.2	<i>No further instructions.</i>
10.1	<p><i>The Procuring Entity's address is:</i></p> <p style="text-align: center;">NATIONAL FOOD AUTHORITY PIER SITE LEGAZPI CITY BERNARDO M. ASETRE, ASEAN ENGR. REGIONAL MANAGER II NFA REGION V (052) 480-7933 Fax No. (052) 480-7900</p>
10.2-3	<i>No further instructions.</i>
11	<i>No further instructions.</i>
12.1(a)(i)	<i>No other acceptable proof of registration is recognized.</i>
12.1(a) (ii-vi except 12.1.(a) (iii))	<i>No further instructions.</i>
12.1(a)(iii)	<i>The statement of all on-going government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.</i>
12.1 (b)(i)	<i>No further instructions.</i>
12.1 (b) (ii-iii)	<i>No further instructions.</i>

13.1	No further instructions.									
13.1(b)	No further instructions.									
13.1(c)	Financial Statements for 2014 and 2015.									
13.2 (a) & (b)	No further Instructions									
15.	Not applicable									
16.1(b)	The Bid prices for Goods shall be quoted in Philippine pesos.									
16.2	Not applicable.									
16.3	Payment shall be made in Philippine Peso.									
17.1	Bids will be valid until May 30, 2017									
17.2	No further instructions.									
18.1	<p>The bid security shall have the following equivalent amount:</p> <table border="1"> <thead> <tr> <th>Form of Bid Security</th><th>Amount of Bid Security (Based on ABC)</th></tr> </thead> <tbody> <tr> <td>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</td><td rowspan="2">₱ 929,529.91 (2% of the ABC)</td></tr> <tr> <td>(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.</td></tr> <tr> <td>(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.</td><td>₱ 2,323,824.76 (5% of the ABC)</td></tr> <tr> <td>(d) Bid Securing Declaration</td><td>Duly Notarized (Form in back page)</td></tr> </tbody> </table> <p>Or, any combination of the foregoing, proportionate to the share of form with respect to total amount of security.</p>	Form of Bid Security	Amount of Bid Security (Based on ABC)	(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	₱ 929,529.91 (2% of the ABC)	(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.	(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.	₱ 2,323,824.76 (5% of the ABC)	(d) Bid Securing Declaration	Duly Notarized (Form in back page)
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(d) Bid Securing Declaration	Duly Notarized (Form in back page)									
18.2	The bid security shall be valid until May 30, 2017									
18.3-5	No further instructions.									
19	No further instructions.									

20.3	<i>Each Bidder shall submit one (1) original and three (3) photocopies of the first and second components of its bid.</i>
20.4-5	<i>No further instructions.</i>
21	<i>The address for submission of bids is NFA Regional Office Conference Room, Pier Site, Legazpi City. The deadline for submission of bids is January 24, 2017 at 1:30 pm.</i>
24.1	<i>The place of bid opening is NFA Regional Office Conference Room, Pier Site, Legazpi City. The date and time of bid opening is January 24, 2017 at 2:00 pm.</i>
27.1	<i>No further instructions.</i>
28.3	<i>No further instructions.</i>
28.4	<i>No further instructions.</i>
29.2(b)	<i>Only tax returns filed and taxes paid through BIR Electronic Filing and Payment System (EFPS) shall be accepted.</i>
29.2(d)	<i>No Additional permits/licenses required.</i>
32.4(g)	<i>No additional contract documents required.</i>

Section IV
General Conditions of Contract

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1. **Definitions**

1.1. *In this Contract, the following terms shall be interpreted as indicated:*

- (a) *“The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.*
- (b) *“The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.*
- (c) *“The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.*
- (d) *“The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.*
- (e) *“GCC” means the General Conditions of Contract contained in this Section.*
- (f) *“SCC” means the Special Conditions of Contract.*
- (g) *“The Procuring Entity” means the organization purchasing the Goods, as named in the **SCC**.*
- (h) *“The Procuring Entity’s country” is the Philippines.*
- (i) *“The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.*
- (j) *The “Funding Source” means the organization named in the **SCC**.*
- (k) *“The Project Site,” where applicable, means the place or places named in the **SCC**.*
- (l) *“Day” means calendar day.*
- (m) *The “Effective Date” of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the*

Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.

- (n) *“Verified Report” refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.*

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. *Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:*

- (a) *defines, for the purposes of this provision, the terms set forth below as follows:*
 - (i) *“corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.*
 - (ii) *“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.*
 - (iii) *“collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.*
 - (iv) *“coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;*
 - (v) *“obstructive practice” is*
 - (aa) *deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or*

making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

*2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).*

3. *Inspection and Audit by the Funding Source*

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. *Governing Law and Language*

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

6. Scope of Contract

- 6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist

the Supplier in complying with such requirements in a timely and expeditious manner.

- 8.2. *The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.*

9. **Prices**

- 9.1. *For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.*
- 9.2. *Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.*

10. **Payment**

- 10.1. *Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.*
- 10.2. *The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.*
- 10.3. *Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.*
- 10.4. *Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.*

11. Advance Payment and Terms of Payment

- 11.1. *Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.*
- 11.2. *For Goods supplied from abroad, the terms of payment shall be as follows:*
 - (a) *On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.*
 - (b) *On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.*
 - (c) *On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.*
- 11.3. *All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.*

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. *Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish*

*the performance security in any the forms prescribed in the **ITB** Clause 33.2.*

- 13.2. *The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.*
- 13.3. *The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.*
- 13.4. *The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:*
 - (a) *There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;*
 - (b) *The Supplier has no pending claims for labor and materials filed against it; and*
 - (c) *Other terms specified in the **SCC**.*
- 13.5. *In case of a reduction of the contract value, 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.*

14. Use of Contract Documents and Information

- 14.1. *The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.*
- 14.2. *Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.*

15. **Standards**

The Goods provided under this Contract shall conform to the standards mentioned in the Section VI. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. **Inspection and Tests**

- 16.1 *The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.*
- 16.2 *If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.*
- 16.3 *The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.*
- 16.4 *The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.*
- 16.5 *The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.*

17. **Warranty**

- 17.1. *The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.*
- 17.2. *The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.*
- 17.3. *In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.*
- 17.4. *The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.*
- 17.5. *If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.*

18. **Delays in the Supplier's Performance**

- 18.1. *Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.*

- 18.2. *If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.*
- 18.3. *Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.*

19. **Liquidated Damages**

*Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.*

20. **Settlement of Disputes**

- 20.1. *If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.*
- 20.2. *If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.*

- 20.3. *Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.*
- 20.4. *In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."*
- 20.5. *Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.*

21. Liability of the Supplier

- 21.1. *The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.*
- 21.2. *Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.*

22. Force Majeure

- 22.1. *The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a force majeure.*
- 22.2. *For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.*

- 22.3. *If a force majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure.*

23. Termination for Default

- 23.1. *The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:*
- (a) *Outside of force majeure, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;*
 - (b) *As a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or*
 - (c) *The Supplier fails to perform any other obligation under the Contract.*
- 23.2. *In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.*
- 23.3. *In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.*

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1. *The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.*

25.2. *The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:*

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or*
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.*

25.3. *If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a quantum merit basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.*

26. Termination for Unlawful Acts

26.1. *The Procuring Entity may terminate this Contract in case it is determined prima facie that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and*

behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);*
- (b) Drawing up or using forged documents;*
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and*
- (d) Any other act analogous to the foregoing.*

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;*
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:*
 - (i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;*
 - (ii) the extent of termination, whether in whole or in part;*
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and*
 - (iv) special instructions of the Procuring Entity, if any.*
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;*
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by*

inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;

- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;*
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;*
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and*
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.*

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V
Special Conditions of Contract

Special Conditions of Contract

GCC Clause	PARTICULAR
1.1(g)	<i>The Procuring Entity is</i> NATIONAL FOOD AUTHORITY Region V, Pier Site, Legazpi city
1.1(i)	<i>The Supplier is [to be inserted at the time of contract award].</i>
1.1(j)	<i>The Funding Source is:</i> The Government of the Philippines (GOP) through its CORPORATE OPERATING BUDGET FOR 2017 in the amount of Forty-Six Million Four Hundred Seventy-Six Thousand Four Hundred Ninety-Five Pesos and Twenty-Nine Centavos (Php 46,476,495.29) inclusive of Value Added Tax, Social Welfare Benefits (SWB) due to the Government in favor of the Laborers, and the Social Welfare Benefits (SWB) Due to Laborers.
1.1(k)	<i>The Project sites are NFA utilized warehouses within Region V.</i>
5.1	<i>The Procuring Entity's address for Notices is:</i> BERNARDO M. ASETRE, ASEAN ENGR. Regional Manager II NATIONAL FOOD AUTHORITY Pier Site, Legazpi City Tel. Nos. (052) 480-7933; Fax No. (052) 480-7900
5.2	<i>No further Instructions</i>
6.2	<p style="text-align: center;">TERMS OF REFERENCE</p> <p style="text-align: center;">Procurement of In-Warehouse Handling Services for Grains and Logistics of NFA Region V for CY 2017</p> <p>The NFA Region V Bids and Awards Committee (RBAC) hereby recommends the following Terms of Reference (TOR) to be adopted in the conduct of bidding for the Procurement of In-Warehouse Handling Services for Grains and Logistics of NFA Region V for CY 2017.</p> <p>I. RATIONALE</p> <p>The bidding of In- Warehouse Handling Services for Grains and Logistics of NFA Region V will be undertaken to achieve the following:</p> <ol style="list-style-type: none"> 1. Uphold transparency and accountability; 2. Achieve equity, effectiveness, efficiency and economy; 3. Uphold NFA policy to contract handling services through Public Bidding; and 4. Award the Contract to Prospective Bidder whose bid/ offer is most advantageous to the government.

II. SUBJECT MATTER

The subject matter of the bidding is the procurement of In-Warehouse Handling Services for Grains and Logistics of NFA Region V for CY 2017 with an Approved Budget for the Contract amounting to **Forty-Six Million Four Hundred Seventy-Six Thousand Four Hundred Ninety-Five Pesos and Twenty-Nine Centavos (Php 46,476,495.29)** involving 5,191,825 bags of grains and 12,212.85 units of equipment and supplies.

The procurement of In-Warehouse Handling Services for Grains and Logistics of NFA Region V for CY 2017 as a package with an ABC of Php 46,476,495.29 shall cover the following services:

Particulars	Activities
1. In-Warehouse handling for NFA grains and other related stocks such as corn, sugar, seeds and legumes, grains by-products and other goods that maybe assigned to the agency by the government from time to time, measured in 50-kg pack/bag.	In-Warehouse grains handling involve the following : 1. Receipts and issues of stocks 2. Grains procurement 3. Grains drying 4. Stocks weighing 5. Stocks piling 6. Milling or re-milling 7. Rebagging 8. Repiling 9. Reconditioning, etc.
2. Logistics Handling	These are the services involved inside and outside the warehouse in support to the proper handling of stocks, such as : 1. Cleaning, positioning, laying-out wooden pallets and piling; 2. Moving/positioning of platform scales; 3. Lifting and moving tarpaulins, fumigating sheets or folding for safekeeping; 4. Moving scale rollers and vaults; and 5. MTS loading, unloading, classifying, counting, bailing, and piling.

SUMMARY OF LOTS AND ABC					
SUMMARY OF ABC 2017					
Lot 1: Albay (Ligao City Area and Libon Area), Camarines Norte, Camarines Sur, Catanduanes, Masbate and Sorsogon					
Services	Volume (No. Of Bags)	Rate per Bag Per Move (PHP)	Weighted Average No. Of Move	ABC (PHP)	
A. GRAINS HANDLING*	5,191,825	3.91	2.255	45,776,580.62	
Services	No. Of Units	No. of Moves	No. of Frequency	HANDLING RATE/MOVE	ABC (Inclusive of VAT)
B. LOGISTICS HANDLING*					
<i>1. Equipment</i>					
a. Platform Scale	66.00	2.00	2.00	131.04	34,594.56
b. Roller Weights	34.00	2.00	3.00	145.60	29,702.40
c. Vault	4.00	2.00	2.00	43.68	698.88
<i>2. Supplies</i>					
a. Wooden pallets	9,794.00	2.00	2.00	8.01	313,799.76
b. Fumigating Sheets (PVC)					
i. Covering/ Uncovering (#Pile)	75.00	2.00	2.00	291.20	87,360.00
ii. Transfer/In-Out (Pc)	65.00	2.00	6.00	9.32	7,269.60
c. Tarpaulin					
i. Covering/ Uncovering (#Pile)	75.00	2.00	2.00	291.20	87,360.00
ii. Transfer/In-Out (Pc)	23.00	2.00	2.00	9.32	857.44
d. Sacoline					
i. Covering/ Uncovering (#Pile)	26.00	2.00	2.00	203.84	21,199.36
ii. Transfer/In-Out (Pc)	25.00	2.00	2.00	4.66	466.00
<i>3. MTS for Palay/Rice</i>					
a. Brand-new (Bale)	1,350.00	2.00	2.00	7.28	39,312.00
b. Sechand (Bale)	478.00	2.00	2.00	7.28	13,919.36
c. Classifying, counting, bailing, & Piling	197.85	1.00	2.00	160.16	63,375.31
SUB-TOTAL	12,212.85				699,914.67
GRAND TOTAL					46,476,495.29
*Inclusive of VAT					

Grains handling movements and corresponding number of moves involved are as follow:

ACTIVITIES	VOLUME OF GRAINS (IN BAGS)	NO. OF MOVES
1. Palay Procurement	571,100	3
2. Rice Distribution	1,743,300	2
3. Milling Issues	594,500	2
4. Milling Receipts	376,425	2
5. Transfer- Intra Provincial	320,000	2
6. Transfer- Inter Provincial	1,385,000	2
7. Re- bagging	7,500	3
8. Re- piling	13,900	1
9. Reconditioning	51,900	5
10. Mechanical Drying	82,000	6
11. Solar drying	46,200	8
TOTAL	5,191,825	2.255*

*weighted average number of moves

On Logistics Handling, the following are the number of moves:

ITEMS	ACTIVITY	NO. OF MOVES
Platform Scale	Issued to other warehouse	One (1) move
	Received at other whse.	One (1) move
Roller Weight	Storage to Truckscale & Back	One (1) move
	Truckscale to Storage	One (1) move
Vault	Issued to other warehouse	One (1) move
	Received at other whse.	One (1) move
Wooden Pallets	From pile-Cleanup-laying	One (1) move
	From layout-Cleanup-pile	One (1) move
	Issued to Other warehouse	One (1) move
	Received at other whse.	One (1) move
Fumigating Sheets	From pile to stock covering	One (1) move
	Uncovering-folding-pile	One (1) move
	Issued to other warehouse	One (1) move
	Received at other whse.	One (1) move
Tarpaulin	From pile to stock covering	One (1) move
	Uncovering-folding-pile	One (1) move
	Issued to other warehouse	One (1) move
	Received at other whse.	One (1) move
Sacoline	From pile to stock covering	One (1) move
	Uncovering-folding-pile	One (1) move
	Issued to other warehouse	One (1) move
	Received from other whse.	One (1) move
Brand New MTS, 500 pcs. (Baled)	Issued to other warehouse	One (1) move
	Received at other whse.	One (1) move

	<i>Issued for usage inside whse</i>	<i>One (1) move</i>
<i>Second Hand MTS 250 pcs. (Baled)</i>	<i>Issued to other warehouse Received at other whse</i>	<i>One (1) move One (1) move</i>
	<i>Issued for usage inside whse</i>	<i>One (1) move</i>
<i>MTS, Classifying, counting, baling, pile</i>	<i>Issued for reclassification, counting, baling, and pile</i>	<i>One (1) move</i>

The volume indicated above may increase or decrease depending on the operational needs of NFA Region V. However, Repeat Order may be resorted provided that the increase does not exceed twenty- five percent (25%) of the original contract's quantity, and shall be within the prescribed period of six (6) months from the contract's effectivity date stated in the Notice to Proceed arising from the original contract.

III. APPROVED BUDGET FOR THE CONTRACT AND BIDDING FEE

The Approved Budget for the Contract (ABC) and the bidding fee are as follows;

LOT : **Single**

LOCATION : **Region V**

Approved Budget for the Contract	
a. Grains Handling	
Volume in bags	5,191,825
Rate per bag per move	₱ 3.91
Weighted Average No. of Moves	2.255
	₱ 45,776,580.62
b. Logistics Handling	699,914.67
GRAND TOTAL	₱ 46,476,495.29

The bidding fee for the whole lot is **₱ 25,000.00**.

IV. WHO MAY PARTICIPATE IN THE BIDDING

The following shall be eligible to participate in the bidding for the Procurement of In-Warehouse Handling Services for Grains and Logistics of NFA Region V for CY 2017:

1. Legitimate contractor;
2. Duly licensed Filipino citizen/ sole proprietorships;
3. Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
4. Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
5. Cooperatives duly organized under the laws of the Philippines.
6. Persons/ entities forming themselves into a joint venture, i.e., a group of two (2) or more persons/ entities that intend to be jointly and severally responsible or liable for particular contract; Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.

V. QUALIFICATIONS OF BIDDERS/ CONTRACTORS

1. Prospective bidders must be owners/ operators of business engaged in in-warehouse handling for grains in bags and logistics at least for the last three (3) years prior to the opening of bids and can provide sufficient manpower at any given time especially in case of continuous operations on a 24-hour basis;
2. Must be an independent contractor who:
 - a. Carries on a distinct and independent business and undertakes to perform the job, work or service on its own account and under its own directions of the principal in all matters connected with performance of the work except as to the results thereof.
 - b. The contractor or subcontractor has substantial capital or investment.
 - c. The agreement between the principal and the contractor or subcontractor assures the contractual employees entitlement to all labor and occupational safety and health standards, free exercise of the right to self- organization, security of tenure and social and

	<p>welfare benefits (D.O. No. 18-02)</p> <ol style="list-style-type: none"> 3. Blacklisted/ defaulting labor contractors within and outside region/ province are not qualified to participate in the bidding. 4. The bidder/ contractor must comply with the eligibility requirements as specified in Section VIII herein and paid the non- refundable/ non-transferable bidding fee per lot in the amount indicated in the Invitation to Bid (ITB). <p>VI. THE BID OFFER/ PROPOSAL</p> <ol style="list-style-type: none"> 1. The bid offer higher than the Approved Budget for the Contract (ABC) shall not be accepted; 2. The bid shall be prepared and presented using the prescribed format; 3. The bid offer shall be inclusive of VAT, amount due to the government in favor of the laborers that refers to the social benefit contributions (SSS, Philhealth, PAG-IBIG, and Employees Compensation Contribution); and the amount due to the laborers only (13th month pay and Holiday pay); and 4. Bid offer shall be valid for 120 days from the opening of the bids. <p>VII. OBLIGATIONS/ RESPONSIBILITIES OF PROSPECTIVE BIDDERS</p> <ol style="list-style-type: none"> 1. The prospective bidder should be knowledgeable of Republic Act (RA) 9184 and its Revised Implementing Rules and Regulations (IRR); 2. The prospective bidder should inspect and carefully examine the physical condition of the site and its surroundings and should obtain for himself all the necessary information as to risks, contingencies and other circumstances which may influence or affect his bid; 3. The prospective bidder should carefully examine the bidding documents and follow all instructions stated therein. 4. The prospective bidder is required to submit the bidding documents as enumerated in the Checklist and following the prescribed standard forms (samples of which are included in the Bid Documents Folder); 5. The prospective bidder is requested to file/ arrange the bid documents in the sequences presented in the checklist with appropriate tabbing. This is to facilitate checking during eligibility check and opening of the bids.
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VIII. ELIGIBILITY REQUIREMENTS

For purposes of determining the eligibility of the bidders using the non-discretionary “pass/ fail” criteria stated in Section 23.1 of the Revised IRR of R.A. 9184, the prospective bidders shall submit the following requirements:

FIRST ENVELOPE- Eligibility Requirements and Technical Documents

A. Class “A” Documents

Legal Documents

- a. Registration Certificate from DTI for sole proprietorship, SEC for partnership, joint venture and corporation, or CDA for cooperatives;
- b. Mayor’s/ Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.

In cases of recently expired Mayor’/ Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned LGU, provided that the renewed permit shall be submitted as a post-qualification requirement;
- c. Valid and current Tax Clearance per E.O. 398, S. 2005, as finally renewed and approved by the Bureau of Internal Revenue (BIR);

Technical Documents

- d. Current DOLE Certificate of Registration under DO 18-A;
- e. Social Security System (SSS) Certificate of Registration;
- f. Philhealth Registration;
- g. PAG-IBIG Membership Certification;
- h. BIR Certificate of Registration;
- i. For cooperatives, updated CDA Certificate of Good

	<p>Standing, and Tax Exemption Certificate or any proof of application for tax exemption from BIR;</p> <p>j. Statement indicating that the bidder has been engaged in in-warehouse handling services for grains in bags and logistics at least for the last three (3) years prior to the opening of bids. (Annex A);</p> <p>k. Statement of the prospective bidder of all its on- going government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contracts to be bid (SF-GOODS-01)</p> <ul style="list-style-type: none"> i. Name of Contract ii. Date of the Contract iii. Date Started iv. Amount of the Contract v. Value of Outstanding Work(s) vi. Bidder's Role (e.g. supplier of labor services) <p>Must be supported by the following copies of documents:</p> <ul style="list-style-type: none"> – Contract or Notice of Award indicating the Value of the Contract; – Certification from the end-user of the percentage of accomplishment on the on-going contract <p>l. Statement of the bidder's Single Largest Completed Contract (SLCC) as principal contractor, adjusted to the current price index, completed within the last three (3) years and similar to the Contract to be bid, which should be at least fifty percent (50%) of the ABC (SF-GOODS-02); or</p> <p>If not applicable, in lieu of the foregoing, the bidder may submit the:</p> <ul style="list-style-type: none"> i. Two (2) similar contracts, the aggregate amount of which should be equivalent to at least 50% of the ABC; and ii. The largest of these two contracts must be equivalent to at least 25% of the ABC. <p>m. Supplier's/ Contractor's Profile and Organizational Structure;</p>
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	<p>n. List of regular handlers/ laborers (minimum of 90 handler/ laborers) indicating name, age and complete address of each individual;</p> <p>o. Passport size picture with accompanying three (3) specimen signatures of the bidder or his/ her duly authorized representative named in the authority of signatory/ SPA);</p> <p>p. Appointment of Liaison Officer (to be used by either the Chairman of the Board or General Manager or President or Owner, and must specify the scope of the duties and responsibilities given to the representative) (should be notarized);</p> <p>q. Schedule of Requirements (SF-GOODS-05);</p> <p>r. Technical Specifications (SF-GOODS-06x);</p> <p>s. Certification of the Provincial Manager or authorized representative that the bidder conducted inspection of all warehouses in the six provinces of the region; and</p> <p>t. Certificate of PhilGEPS Registration.</p> <p><u>Financial Documents</u></p> <p>u. The prospective bidder's audited financial statements showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the calendar year 2014-2015.</p> <p>v. The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (SF-GOODS-03) which must be at least equal to the ABC to be bid, calculated as follows:</p> <p style="padding-left: 40px;">NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.</p> <p>The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited</p>
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	<p>Financial Statements submitted to the BIR.</p> <p>or</p> <p>w. Committed Line of Credit (CLC) (SF-GOODS-04), which must be equal to ten percent (10%) of the ABC to be bid: Provided, that if the same is issued by a Foreign Universal or Commercial Bank, it should be confirmed or authenticated by a local Universal or Commercial Bank.</p> <p>B. Class "B" Documents</p> <p>Valid Joint Venture Agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit their respective PhilGEPS Certificate of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance</p> <p>C. Bid Security</p> <ol style="list-style-type: none"> 1. All bids shall be accompanied by a bid security, payable to the NFA as a guarantee that the successful bidder, shall, within ten (10) calendar days from receipt of the Notice of Award, enter into contract with the NFA. Failure to enclose the required bid security in the form and amount prescribed herein shall automatically disqualify the bid concerned. 2. Without prejudice to the RA 9184 and its revised IRR, bid securities shall be returned only after the bidder with the Lowest Calculated Responsive Bid, has signed the contract and furnished the performance security, except to those declared by the RBAC as failed or post- disqualified in accordance with the IRR, upon submission of a written waiver of their right to file a motion for reconsideration and/ or protest. 3. In no case shall bid security be returned later than the expiration of the bid validity period indicated in the Bidding Documents, unless it has been extended in accordance with
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Section 28.2 of the Revised IRR.

D. Bid Validity

1. Bids and bid securities shall be valid for one hundred twenty (120) calendar days from the date of the opening of bids.
2. Should it become necessary to extend the validity of the bids and bid securities beyond one hundred twenty (120) calendar days, the procuring entity concerned shall request in writing all those who submitted bids for such extension before the expiration date therefore. Bidders, however, shall have the right to refuse to grant such extension without forfeiting their bid security.

The Bid Security as to form, amount and validity period.

Form of Security	Amount of Bid Security
a. Cash or cashier's/ manager's check issued by a Universal or Commercial Bank	Two percent (2%) of ABC
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.	
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.	Five percent (5%) of ABC
d. Bid Securing Declaration	-

Bid Security shall be valid within 120 calendar days from the date of opening of the bid.

	<p>E. OMNIBUS Sworn Statement by the prospective bidder or its duly authorized representative as to the following (SF-GOODS-07):</p> <ol style="list-style-type: none"> 1. The signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/ or to represent the prospective bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the prospective bidder is a corporation, partnership, cooperative or joint venture or notarized SPA if Sole Proprietorship; 2. It is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations or LGU's, including foreign government/ foreign or international financing institution whose blacklisting rules have been recognized by the GPPB; 3. 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; 4. It is authorizing the Head of the Procuring entity or its duly authorized representative/s to verify all the documents submitted; 5. It complies with the disclosure provision under Section 47 of the act in relation to other provisions of RA 3019; 6. It complies with existing labor laws and standards, that in the case of procurement services , and 7. It complies with the responsibilities of prospective or eligible bidders. 8. It complies with the single largest contract provision under Section 23.5.1.3 of revised IRR of RA 9184. 9. It 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. <p>SECOND ENVELOPE- Financial Proposal</p> <ol style="list-style-type: none"> A. Accomplished Bid Form (SF-GOODS-08); B. Schedule of Prices (SF-GOODS-09).
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IX. SCHEDULE OF ACTIVITIES

ACTIVITY	DATE AND TIME
1. Publication in the Newspaper	Dec. 30, 2016
2. Posting at PhilGEPS, NFA Website & Conspicuous Places	Dec. 30, 2016- Jan. 24, 2017
3. Issuance of Bid Documents	Dec. 30, 2016- Jan. 21, 2017 Weekdays only (8:00 AM to 5:00) Jan. 24, 2017 (8:00 AM – 1:30 pm)
4. Pre- Bidding Conference	Jan. 9, 2017 2:00 pm
5. Submission and Opening of Bids	Jan. 24, 2017 2:00 pm
6. Bid Evaluation	Jan. 25, 2017
7. Post Qualification	Jan. 26, 2017
8. Approval of Resolution/ Issuance of Notice of Award	Jan. 27, 2017
9. Contract Preparation and Signing	Jan. 28-31, 2017
10. Issuance of Notice to Proceed	February 1, 2017

X. SUBMISSION AND RECEIPT OF BIDS

Bidders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents in two (2) separate sealed envelopes, and which shall be submitted simultaneously. The first envelope shall contain three (3) photocopies of the Legal, Technical and Financial documents of the bid, including the eligibility requirements under Section 23.1 of the Revised Implementing Rules and Regulations of R.A. 9184. The second envelope shall contain one (1) original and two (2) photocopies of the Bid Proposal. All envelopes must be duly signed by the bidder or authorized representative.

XI. CEILING FOR BID PRICES

The ABC shall be the upper limit or ceiling for acceptable bid prices. If a bid price, as evaluated and calculated in accordance with the revised IRR, is higher than the ABC, the bidder submitting the same shall be automatically disqualified. There shall be no lower limit or floor on the amount of the award.

XII. BID EVALUATION

Preliminary Examinations of Bids

1. The RBAC shall open the first bid envelope of prospective bidders in

public to determine each bidder's compliance with the documents required to be submitted for eligibility and for the technical requirements, as prescribed in the revised IRR. For this purpose, the RBAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion, as stated in the Instruction to Bidders. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the RBAC shall rate the said first bid envelope as "passed".

2. Immediately after determining compliance with the requirements in the first envelope, the RBAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day, except as provided under Section 33 of the revised IRR. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/ or if the submitted total bid price exceeds the ABC, the RBAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
3. Bids shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, and other bid modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, and other bid modifications, which exceed the ABC shall be disqualified.

XIII. POST QUALIFICATION

1. The lowest Calculated Bid shall undergo post-qualification in order to determine whether the bidder concerned complies with and is responsive to all the requirements and conditions as specified in the Bidding Documents;
2. Within five (5) calendar days from receipt by the bidder of the notice from the RBAC that the bidder has the Lowest Calculated Bid or Single Calculated Bid, the bidder shall submit the following **ADDITIONAL DOCUMENTARY REQUIREMENTS** to the RBAC:
 - a. 2015 Income Tax Returns (filed thru EFPS) and 2016 1st and 2nd Quarter Business Tax Returns

3. The post qualification shall verify, validate and ascertain all statements made and the legal, technical, financial requirements/ documents submitted by the bidder with the Lowest Calculated Bid, using the non-discretionary “pass/ fail” criterion; and
4. In the event two or more of the bidders have been post- qualified as LCRB, the procuring entity shall use **draw lots to break the tie.** The RBAC shall notify the contending bidders regarding the conduct of draw lots in their presence. Failure of any bidder to attend said activity shall mean waiver of his/ her right to witness the drawing of lots and the RBAC shall proceed with the draw lots to determine the winning bidder.

XIV. SINGLE CALCULATED/ RATED AND RESPONSIVE BID

A single calculated/ rated and responsive bid shall be considered for award if it falls under any of the following circumstances:

1. If after advertisement, only one prospective bidder submits an LOI and/ or applies for eligibility check, in accordance with the provisions of the revised IRR, and it meets the eligibility requirements or criteria, after which it submits a bid which is found to be responsive to the bidding requirements;
2. If after advertisement, more than one prospective bidder submits an LOI and/or applies for eligibility check, in accordance with the provisions of the revised IRR, but only one bidder meets the eligibility requirements or criteria, after which it submits a bid which is found to be responsive to the bidding requirements; or
3. If after the eligibility check, more than one bidder meets the eligibility requirements, but only one bidder submits a bid, and its bid is found to be responsive to the bidding requirements.

In all instances, the procuring entity shall ensure that the ABC reflects the most advantageous prevailing price for the Government.

XV. AWARD, IMPLEMENTATION AND TERMINATION OF THE CONTRACT

This shall be governed by Section 37. Notice and Execution of Award of Rule XI- Award, Implementation and Termination of the Contract of the Revised IRR of RA 9184.

XVI. PERFORMANCE SECURITY

1. To guarantee the faithful performance by the winning bidder of its obligations under the contract in accordance with the Bidding Documents, it shall post a performance security prior to the signing 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:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
a. Cash or cashier's/ manager's check issued by a Universal or Commercial Bank	Five percent (5%)
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.	
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.	Thirty percent (30%)

3. The performance security shall be denominated in Philippine Pesos and posted in favor of the procuring entity, which shall be forfeited in the event it is established that the winning bidder 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 final Certificate of Acceptance.
5. The performance security may be released by the procuring entity after the issuance of the Certificate of Acceptance, subject to the following conditions:
 - a. Procuring entity has no claims filed against the contract awardee or the surety company;
 - b. It has no claims for labor filed against the contractor; and
 - c. Other terms of the contract.

XVII.OBLIGATIONS OF NFA

1. To provide the necessary facilities and equipment in the proper and safe handling of grains such as sewing thread or twine, needles or bag closing machine, wooden platforms and/or "andamyo" or bag conveyor, baling machine and the like;

	<ol style="list-style-type: none"> 2. To provide empty sacks as container in the rebagging/ resacking of grains stocks during procurement , drying, milling, reconditioning, in-warehouse movements, sweeping of loose grains, rebagging/ bagging from busted bag containers of grains stocks; 3. To provide area or place where the laborers can rest while waiting for job assignments; 4. The NFA through its Provincial Manager shall notify in writing the Contractor within two (2) days of the handling services (for grains and logistics) required to be conducted in its warehouses. It shall consider the estimated number of laborers to be deployed per warehouse. 5. The NFA shall have the right at any time to conduct inspection of stocks being handled. NFA's right to inspection shall not in any way diminish the liabilities of the Contractor for losses/ damages incurred; 6. The NFA shall conduct assessment of the handling services rendered by the Contractor on a quarterly basis; 7. The NFA shall provide the necessary personnel for NFA documentation, monitoring, reporting and payment purposes of the in-warehouse handling services transactions; 8. The NFA shall undertake to pay the Contractor the awarded rate on per bag of 50 kg per move (50 kg- bag means gross weight inclusive of weight of sack or container divided by 50). On the other hand, payment for logistics handled shall be on a per move basis using the awarded rate. 9. The NFA guarantees to pay on time for the actual services rendered. The payment shall be made at NFA Provincial Office upon submission of the voucher(s) with required supporting documents such as Warehouse Stock Receipts (WSR), Warehouse Stock Issues (WSI), Warehouse Tally Sheets (WTS), Proof of Remittances of social benefits to laborers and concerned agencies and other documents that may be required. For logistics handled, payment shall be based on the statement to be provided by the Marketing Operations Section of the Province. All payments shall be subject to the usual accounting and auditing rules. <p>XVIII. OBLIGATIONS OF THE CONTRACTOR</p> <ol style="list-style-type: none"> 1. The Contractor shall provide the adequate number of laborers for the loading, unloading, piling, weighing, rebagging, repiling, milling (NFA Owned Ricemill), drying and reconditioning in the Warehouse(s) and in other post- harvest facilities;
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	<ol style="list-style-type: none"> 2. The Contractor shall provide equipment necessary for the proper and safe handling of grains including wooden platforms “andamyo” and push carts with capacity of 5-10 bags each to be utilized in movement of grains. The size of these push carts should be such that would allow same to pass through the aisles of warehouse piles; 3. The Contractor shall provide at least one (1) stock Conveyor that will fit the warehouse where the same shall be assigned. 4. The Contractor shall exercise extra- ordinary diligence in handling of NFA stocks by not allowing the use of hooks (gancho) or any instrument that may cause damage to the grains and its containers. 5. The Contractor shall observe safe and proper piling of stocks in accordance with good warehousekeeping to avoid undue collapse of stock piles. The Contractor shall assume any damages and all expenses incurred in the repiling of stocks due to faulty and improper application of warehousekeeping practices; 6. The Contractor shall ensure that the equipment and facilities to be used in the handling of NFA stocks are free from adulteration/ contamination; 7. The contractor shall exercise direct control and supervision of its handlers in performing the in-warehouse handling services. 8. The Contractor shall ensure that its handlers shall always be available anytime that NFA demands its services; 9. The Contractor shall provide each handler with working uniform with company name and identification card (ID); 10. The Contractor shall regularly pay/ remit the social benefit contributions (employees’ and employer’s shares) of their laborers, which include among others, the SSS, Philhealth, PAG-IBIG and others as mandated by Section 9(b) of the Department Order 18-A of DOLE. 11. In case the Contractor pays each laborer below the minimum wage and fails to remit to the concerned government offices the Social Welfare Benefits due to the government in favor of the laborers, the NFA is hereby authorized to withhold from the payment to the Contractor the deficiencies in payments made by the latter. 12. The Contractor shall pay the social welfare benefits due to the laborer (13th Month Pay and Holiday Pay) direct to the laborers not later than Dec. 24, 2017 and shall submit to NFA proof of payment of said benefits.
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XIX. SPECIAL PROVISIONS

1. Requirement for additional handlers for grains and logistics shall be done in writing two (2) days before the need of handling services. If the contractor fails to provide the additional laborers, the Provincial Manager shall write the contractor on his incapability to provide sufficient number of laborers/handlers citing therein the disadvantages, delay and damages incurred by the NFA;
2. The NFA shall engage the services of the other persons or entities if, in its judgment, the contractor is not capable of performing the work in accordance with the demands/ requirements of the NFA. Provided, however, that the NFA shall first notify the contractor in writing five (5) days prior to contracting the services of other persons. In this event, the contractor shall pay the NFA the difference in rates, between the rates prescribed in the contract and the rates of its contract with the third party;
3. The actual volume subject of the services rendered may not be the same volume as awarded. Hence, payment shall be based on actual volume handled per activity;
4. The Provincial Manager shall notify the Contractor two (2) days before the commencement of the activity, minimum labor requirements per warehouse as indicated in Schedule of Requirements.
5. If the contractor fails to provide the required number of laborers, the Provincial Manager shall write the contractor on his incapability to provide sufficient number of laborers citing therein the disadvantages, delay and damages incurred by the NFA;
6. The contractor shall be liable for damages due to delay or non-attainment of desired outputs and/ or non performance of the services caused by labor strike, work stoppage or any labor dispute between the contractor and its handlers;
7. Should the contractor fail to provide the required services within twenty four (24) hours from receipt of the former's written demand or fails to satisfactorily perform its obligations under the contract; the NFA will forfeit its performance security; and secure the services of the other contractor/s. However, the contractor shall be liable for the excess costs of procuring the services of other contractor/s, notwithstanding, the contractor shall be liable for any damages and expenses that may be incurred by the NFA as a result of the delay and failure to perform any of its obligation without prejudice to termination of the contract;
8. For security purposes, the contractor shall continuously provide the NFA

	<p>with an updated information sheet and complete list of handlers deployed in various warehouses of NFA. The said list shall indicate the names and the present addresses of the workers;</p> <p>9. The contractor's handlers shall strictly observe and implement cleanliness and sanitation within the warehouse premises, perimeter and compound by avoiding the following:</p> <ul style="list-style-type: none"> 9.1. Throwing of cigarette butts 9.2. Urinating in non-designated areas 9.3. Removing (defecating) bowel in non-designated areas 9.4. Non-wearing of proper attire 9.5. Spitting <p>10. The contractor's handlers shall be strictly prohibited within the warehouse premises, perimeter and compound from:</p> <ul style="list-style-type: none"> 10.1. Gambling 10.2. Drinking Liquor 10.3. Smoking 10.4. Vandalism 10.5. Use of illegal drugs 10.6. Working under the influence of liquor and illegal drugs 10.7. Bringing in deadly weapons <p>11. Contractor shall comply with all labor laws, local ordinances, and all government rules and regulations pertinent to its In-Warehouse Handling Services Contract;</p> <p>12. The contractor shall be considered as an independent contractor, and no employee- employer relationship shall exist between NFA and the handlers/laborers of the contractor, the contractor shall be solely liable for all accounts and claims filed by its handlers/laborers with the Department of Labor and Employment (DOLE) and pertinent government agencies;</p> <p>13. In case of unforeseen and uncontrollable events wherein the procurement, distribution, milling, remilling/reconditioning, drying, and other in-warehouse transactions, mixing and blending of iron-premix, rice dispersal, handling services exceeded the contracted volume and price, during the contract implementation, the contractor will be paid for the actual services rendered subject to Section 51 Repeat Order of Revised IRR of RA 9184, if applicable;</p> <p>14. Any obligation or payables of the contractor due to NFA shall be automatically deducted from his/her collectibles from NFA;</p> <p>15. Should NFA be constrained to file a case to obtain court relief against the contractor, the latter will hold itself liable to pay an amount equivalent to twenty percent (20%) of the amount claimed in the complaint as attorney's fees, aside from the cost of litigation and other expenses which may</p>
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entitle the NFA to recover from the contractor any and all actions arising from this Agreement which any party may decide to institute shall be filed with proper court in Quezon City;

XX. PAYMENT PROCEDURE

Payment shall be made at the Concerned Provincial Office(s) subject to the usual accounting and auditing rules and regulations. The NFA undertakes to pay the contractor the amount inclusive of 12% VAT, and guarantees to pay on time for the actual services rendered upon submission of the applicable required supporting documents, to wit:

A. First Billing

- a. Statement of Billing for both grains and logistics handling
- b. Warehouse Stock Issue (Handler's Copy)
- c. Warehouse Stock Receipt (Handler's Copy)
- d. Weigher's Tally Sheet (Handler's Copy)
- e. Empty Sack Receipt (Handler's Copy)
- f. Empty Sack Issues (Handler's Copy)
- g. Notice of Award (Photo Copy)
- h. Copy of the Contract (Photo Copy)
- i. Performance Bond (Photo Copy)
- j. Notice to Proceed (Photo Copy)
- k. Proof of **quarterly** payments/ remittances to SSS, PAG-IBIG, Philhealth, & other mandated social benefits of handlers/laborers.

B. Subsequent Billing

- a. Statement of Billing for both grains and logistics handling
- b. Warehouse Stock Issue (Handler's Copy)
- c. Warehouse Stock Receipt (Handler's Copy)
- d. Weigher's Tally Sheet (Handler's Copy)
- e. Empty Sack Receipt (Handler's Copy)
- f. Empty Sack Issues (Handler's Copy)
- g. Proof of **quarterly** payments/ remittances to SSS, PAG-IBIG, Philhealth, & other mandated social benefits of handlers/laborers.

Payments shall be based in bags of 50 kg per move (gross weight inclusive of weight of sack or container divided by 50) for grains handling.

XXI. DURATION OF THE CONTRACT

The contract shall be in full force effective February 1, 2017 and shall expire on December 31, 2017 or upon completion of the delivery of handling services of the awarded volume depending on actual operational requirements for the contract period, whichever comes first.

	<p>XXII.CONTRACT IMPLEMENTATION</p> <p>The contract implementation shall be governed by Section 42 of the Revised IRR of RA 9184.</p> <p>XXIII. RESERVATION CLAUSE</p> <p>The National Food Authority reserves the right to accept or reject any or all bids, to waive any formalities therein and to accept such bid as may be considered advantageous to the NFA or annul the bidding process and not award the contract at any time prior to contract award without incurring any liability to any bidder or party. Further, NFA assumes no obligation to compensate any bidder or party for any loss or expense incurred in the preparation of the bid or participation in the bidding process.</p>
10.1	<i>Not applicable</i>
10.2	<i>No further instructions</i>
10.3	<i>No further instructions</i>
10.4	<i>No further instructions</i>
11.2(b)	<i>Not applicable</i>
11.2(c)	<i>Not applicable</i>
13.4(c)	<i>No further instructions.</i>
16.1	<i>Not applicable</i>
17.3	<i>Not applicable.</i>
17.4	<i>Not applicable.</i>
21.1	<i>If the Supplier is a Joint Venture, all partners shall be jointly and severally liable to the Procuring Entity.</i>

Section VI

Schedule of Requirements

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery of warehouse handling services.

1. Albay (Libon and Ligao)

No.	Activity	Estimated Volume of Grains	Delivery Schedule
A	Procurement	39,600	February 1- December 31, 2017
B	Distribution	175,800	
C	Milling Issues	14,000	
D	Milling Receipts	8,820	
E	Transfer-Intra	92,000	
F	Transfer-Inter	-	
G	Re-bagging	500	
H	Re-piling	800	
I	Reconditioning	2,400	
J	Solar Drying	3,200	
K	Mechanical Drying	16,000	
L	Truck-to-Truck	-	
	TOTAL	353,120	

Number of warehouses: 3

Number of gangs required: 2 gangs with 5 laborers per gang

Minimum number of laborers required: 10 laborers

2. Camarines Norte

No.	Activities	Estimated Volume of Grains	Delivery Schedule
A	Procurement	23,000	February 1- December 31, 2017
B	Distribution	184,000	
C	Milling Issues	20,500	
D	Milling Receipts	13,325	
E	Transfer-Intra	5,000	
F	Transfer-Inter	193,000	
G	Re-bagging	1,000	
H	Re-piling	1,800	
I	Reconditioning	5,400	
J	Solar Drying	4,000	
K	Mechanical Drying	10,000	
L	Truck-to-Truck	-	
	TOTAL	461,025	

Number of warehouses: 2

Number of gangs required: 2 gangs with 5 laborers per gang
Minimum number of laborers required: 10 laborers

3. Camarines Sur

No.	Activity	Estimated Volume of Grains	Delivery Schedule
A	Procurement	390,000	February 1- December 31, 2017
B	Distribution	600,000	
C	Milling Issues	470,000	
D	Milling Receipts	296,800	
E	Transfer-Intra	195,000	
F	Transfer-Inter	430,000	
G	Re-bagging	3,000	
H	Re-piling	5,000	
I	Reconditioning	15,600	
J	Solar Drying	30,000	
K	Mechanical Drying	32,000	
L	Truck-to-Truck	-	
	TOTAL	2,467,400	

Number of warehouses: 8

Number of gangs required: 6 gangs with 5 laborers per gang

Minimum number of laborers required: 30 laborers

4. Catanduanes

No.	Activity	Estimated Volume of Grains	Delivery Schedule
A	Procurement	7,500	February 1- December 31, 2017
B	Distribution	259,000	
C	Milling Issues	11,000	
D	Milling Receipts	7,150	
E	Transfer-Intra	18,000	
F	Transfer-Inter	252,000	
G	Re-bagging	1,000	
H	Re-piling	3,100	
I	Reconditioning	9,500	
M	Solar Drying	800	
N	Mechanical Drying	2,500	
O	Truck-to-Truck		
	TOTAL	571,050	

Number of warehouses: 3

Number of gangs required: 2 gangs with 5 laborers per gang

Minimum number of laborers required: 10 laborers

5. Masbate

No.	Activity	Estimated Volume of Grains	Delivery Schedule
A	Procurement	21,500	<i>February 1- December 31, 2017</i>
B	Distribution	279,500	
C	Milling Issues	28,000	
D	Milling Receipts	18,200	
E	Transfer-Intra	-	
F	Transfer-Inter	270,000	
G	Re-bagging	1,000	
H	Re-piling	1,200	
I	Reconditioning	9,000	
J	Solar Drying	2,700	
K	Mechanical Drying	5,000	
L	Truck-to-Truck	-	
	TOTAL	636,100	

Number of warehouses: 2

Number of gangs required: 2 gangs with 5-10 laborers per gang

Minimum number of laborers required: 15 laborers

6. Sorsogon

No.	Activity	Estimated Volume of Grains	Delivery Schedule
A	Procurement	90,000	<i>February 1- December 31, 2017</i>
B	Distribution	245,000	
C	Milling Issues	51,000	
D	Milling Receipts	32,130	
E	Transfer-Intra	10,000	
F	Transfer-Inter	240,000	
G	Re-bagging	1,000	
H	Re-piling	2,000	
I	Reconditioning	10,000	
M	Solar Drying	5,500	
N	Mechanical Drying	16,500	
O	Truck-to-Truck	-	
	TOTAL	703,130	

Number of warehouses: 4

Number of gangs required: 2 gangs with 5-10 laborers per gang

Minimum number of laborers required: 15 laborers

**LIST OF IDENTIFIED IN-WAREHOUSE HANDLING TRANSACTIONS AND THE
CORRESPONDING NUMBER OF MOVES**

TRANSACTION/ACTIVITY	NO. OF MOVES
I. Procurement	
A. Using Platform Scale	
1. Re-bagging	One (1) move
2. Re-bagged to Scale	One (1) move
3. Scale to Pile	One (1) move
B. Using Truck scale	
1. Re-bagging to Pile	One (1) move
2. Truck to Pile	One (1) move
II. Distribution/Sale	
A. Using Platform Scale	
1. Pile to Scale	One (1) move
2. Scale to Truck/Jeep	One (1) move
B. Using Truck scale	
1. Pile to Truck	One (1) move
III. Transfer-Out	
A. Using Platform Scale	
1. Pile to Scale	One (1) move
2. Scale to Truck	One (1) move
B. Using Truck scale	
1. Pile to Truck	One (1) move
IV. Transfer-In	
A. Using Platform Scale	
1. Truck to Scale	One (1) move
2. Scale to Pile	One (1) move
B. Using Truck scale	
1. Truck to Pile	One (1) move
V. Private Mills Milling – Issuance / Withdrawals	
A. Using Platform Scale	
1. Pile to Scale	One (1) move
2. Scale to Truck	One (1) move
B. Using Truck scale	
1. Pile to Truck	One (1) move
VI. Private Mills Milling – Recoveries / Receipts	
A. Using Platform Scale	
1. Truck to Scale	One (1) move
2. Scale to Pile	One (1) move
B. Using Truck scale	
1. Truck to Pile	One (1) move
VII. Re-bagging (Inside Warehouse)	
1. Pile/Floor to Re-bagging	One (1) move
2. Re-bagging to Scale and Stitching	One (1) move
3. Scale to Pile	One (1) move
VIII. Milling / Re-milling at NFA-Owned Ricemill	
1. Pile to Scale	One (1) move
2. Scale to Mill/Hopper	One (1) move
3. De-stitching and pouring	One (1) move

4. Bagging and Weighing / Scale	One (1) move
5. Scale to Pile	One (1) move
<i>Note: Ricemills without autoweigher plus one (1) move.</i>	
IX. Mechanical Drying (NFA-Owned Dryer)	
A. Platform Scale	
1. Pile to Scale	One (1) move
2. Scale to Dryer feeder pit	One (1) move
3. De-stitching and Pouring	One (1) move
4. Bagging and Sewing	One (1) move
5. Bagged to Scale	One (1) move
6. Scale to Pile	One (1) move
B. Using Truck scale	
1. Pile to Truck and Weighing	One (1) move
2. Truck to Dryer feeder pit	One (1) move
3. De-stitching and Pouring	One (1) move
4. Bagging and Sewing	One (1) move
5. Bagged to Truck and Weighing	One (1) move
6. Truck to Pile	One (1) move
X. Solar Drying (within NFA and Leased Warehouses Compound using Platform Scale)	
A. Using Platform Scale	
1. Pile to Scale	One (1) move
2. Scale to Drying Pavement	One (1) move
3. De-stitching and Spreading	One (1) move
4. Stirring (every 30 mins. In 7 hours) On repeated drying: gathering/covering, spreading, and stirring	Two (2) moves
5. Bagging and Sewing	One (1) move
6. Bagged to Scale	One (1) move
7. Scale to Pile	One (1) move
<i>Note: If drying pavement is more than 50 meters from pile or truck, additional of one (1) move</i>	
XI. Manual Reconditioning	
A. Using Platform Scale	
1. Pile to Scale	One (1) move
2. Scale to Sieving	One (1) move
3. Bagging and Stitching	One (1) move
4. Bagged to Scale	One (1) move
5. Scale to Pile	One (1) move
XII. Blending/mixing (using standard mixer/cement mixer)	
1. Pile to Scale	One (1) move
2. Scale to Hopper/Feeder	One (1) move
3. De-stitching and Pouring	One (1) move
4. Bagging, Weighing and Stitching	One (1) move
5. Scale to Pile	One (1) move
<i>Note: Unconventional mixer of Catanduanes is only four (4) moves. Additional one (1) move if using Cement Mixer</i>	
XIII. Repacking of Rice/Sugar into Smaller Packages from 1 kg to 25 kg plastic bags	
1. Transfer from pile to repacking area	One (1) move

2. Removal of stitches and pouring	One (1) move
3. Repacking/Insertion of label and sealing	One (1) move
4. Scaling of repacked rice/sugar	One (1) move
5. Repacking of 1kg, 2kg, 3kg etc., repacked into 50 kg bag	One (1) move
XIV. Accumulation of Sweepings/Spillages at Work Area	
1. Bagging and sewing of spillages/sweepings	One (1) move
2. Weighing of bagged spillages/sweepings	One (1) move
3. Scale to Pile	One (1) move
XV. Disposition of Totally Damaged Stocks with or without Moderate Foul Odor thru Dumping/Burning	
1. Pile to Scale	One (1) move
2. Scale to Truck	One (1) move
3. Unloading from truck to Dumping Site	One (1) move
XVI. Others	
1. If such other grains handling activity may crop up which is outside the scope enumerated above same shall be subjected to evaluation and contract addendum.	

On Logistics Handling, the following activities determined number of moves.

ITEMS	ACTIVITY	NO. OF MOVES
Platform Scale	Issued to other warehouse	One (1) move
	Received at other whse.	One (1) move
Roller Weight	Storage to Truck scale & Back	One (1) move
	Trucksace to Storage	One (1) move
Vault	Issued to other warehouse	One (1) move
	Received at other whse.	One (1) move
Wooden Pallets	From pile-Cleanup-laying	One (1) move
	From layout-Cleanup-pile	One (1) move
	Issued to Other warehouse	One (1) move
	Received at other whse.	One (1) move
Fumigating Sheets	From pile to stock covering	One (1) move
	Uncovering-folding-pile	One (1) move
	Issued to other warehouse	One (1) move
	Received at other whse.	One (1) move
Tarpaulin	From pile to stock covering	One (1) move
	Uncovering-folding-pile	One (1) move
	Issued to other warehouse	One (1) move
	Received at other whse.	One (1) move
Sacoline	From pile to stock covering	One (1) move
	Uncovering-folding-pile	One (1) move
	Issued to other warehouse	One (1) move
	Received from other whse.	One (1) move
Brand New MTS, 500 pcs. (Baled)	Issued to other warehouse	One (1) move
	Received at other whse.	One (1) move
	Issued for usage inside whse	One (1) move

<i>Second Hand MTS 250 pcs. (Baled)</i>	<i>Issued to other warehouse Received at other whse</i>	<i>One (1) move One (1) move</i>
	<i>Issued for usage inside whse</i>	<i>One (1) move</i>
<i>MTS Classifying, counting, baling, pile</i>	<i>Issued for reclassification, counting, baling, and pile</i>	<i>One (1) move</i>

Section VII
Technical Specifications

Technical Specifications

The following are the Technical Specification required of an organized and managed labor service group(s):

Item	Particular	Statement of Compliance																																														
1	Handling Rate is defined as the bidded and awarded rate to Contractor-Bidder in handling services on a per move per bag/pack basis usually at 50-kg measure per unit (to include rice, corn, sugar, seeds, legumes, grains by-products and other related items that the government may assign NFA to handle from time-to-time or on emergency basis.	Complied																																														
2	<p>The handling rate per move per province must not exceed the following:</p> <table><tr><td>A. GRAINS HANDLING*</td><td rowspan="2">Rate</td></tr><tr><td>Province</td></tr><tr><td>Albay</td><td rowspan="7">P 3.91/bag/move</td></tr><tr><td>Camarines Norte</td></tr><tr><td>Camarines Sur</td></tr><tr><td>Catanduanes</td></tr><tr><td>Masbate</td></tr><tr><td>Sorsogon</td></tr><tr><td colspan="2"></td></tr><tr><td>B. LOGISTICS HANDLING*</td><td></td></tr><tr><td>1) Equipment</td><td></td></tr><tr><td>a) Platform Scale</td><td>P 131.04/move</td></tr><tr><td>b) Roller Weights</td><td>145.60</td></tr><tr><td>c) Vault</td><td>43.68</td></tr><tr><td>2) Supplies</td><td></td></tr><tr><td>a) Wooden Pallets</td><td>8.01</td></tr><tr><td>b) Fumigating Sheets (PVC)**</td><td></td></tr><tr><td>i. Covering/Uncovering (# Pile)</td><td>291.20</td></tr><tr><td>ii. Tranfer/In-Out (Pc)</td><td>9.32</td></tr><tr><td>c) Tarpaulin</td><td></td></tr><tr><td>i. Covering/Uncovering (# Pile)</td><td>291.20</td></tr><tr><td>ii. Tranfer/In-Out (Pc)</td><td>9.32</td></tr><tr><td>d) Sacoline</td><td></td></tr><tr><td>i. Covering/Uncovering (# Pile)</td><td>203.84</td></tr><tr><td>ii. Tranfer/In-Out (Pc)</td><td>4.66</td></tr><tr><td>3) MTS for Palay/Rice</td><td></td></tr></table>	A. GRAINS HANDLING*	Rate	Province	Albay	P 3.91/bag/move	Camarines Norte	Camarines Sur	Catanduanes	Masbate	Sorsogon			B. LOGISTICS HANDLING*		1) Equipment		a) Platform Scale	P 131.04/move	b) Roller Weights	145.60	c) Vault	43.68	2) Supplies		a) Wooden Pallets	8.01	b) Fumigating Sheets (PVC)**		i. Covering/Uncovering (# Pile)	291.20	ii. Tranfer/In-Out (Pc)	9.32	c) Tarpaulin		i. Covering/Uncovering (# Pile)	291.20	ii. Tranfer/In-Out (Pc)	9.32	d) Sacoline		i. Covering/Uncovering (# Pile)	203.84	ii. Tranfer/In-Out (Pc)	4.66	3) MTS for Palay/Rice		Complied
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3	<p>The following are the number of moves per type of activity/operations:</p> <table> <tr><td>A. Procurement</td><td>-</td><td>3 moves</td></tr> <tr><td>B. Distribution/Sales</td><td>-</td><td>2 moves</td></tr> <tr><td>C. Milling Issues</td><td>-</td><td>2 moves</td></tr> <tr><td>D. Milling Receipts</td><td>-</td><td>2 moves</td></tr> <tr><td>E. Re-bagging</td><td>-</td><td>3 moves</td></tr> <tr><td>F. Re-piling</td><td>-</td><td>1 move</td></tr> <tr><td>G. Reconditioning</td><td>-</td><td>5 moves</td></tr> <tr><td>H. Drying Solar</td><td>-</td><td>8 moves*</td></tr> <tr><td>I. Blending/Mixing for IFR</td><td>-</td><td>5 moves</td></tr> <tr><td>J. Cement Mixer Blending</td><td>-</td><td>6 moves</td></tr> <tr><td>K. Mechanical Drying</td><td>-</td><td>6 moves</td></tr> <tr><td>L. -to-truck transfer</td><td>-</td><td>1 move</td></tr> </table> <p>*(additional one move for drying pavement more than 50 meters from warehouse) Note: The use of truck scale in the incoming or outgoing stocks reduces the number of moves by one (1) move.</p>	A. Procurement	-	3 moves	B. Distribution/Sales	-	2 moves	C. Milling Issues	-	2 moves	D. Milling Receipts	-	2 moves	E. Re-bagging	-	3 moves	F. Re-piling	-	1 move	G. Reconditioning	-	5 moves	H. Drying Solar	-	8 moves*	I. Blending/Mixing for IFR	-	5 moves	J. Cement Mixer Blending	-	6 moves	K. Mechanical Drying	-	6 moves	L. -to-truck transfer	-	1 move	Complied
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4	<p>Number of Laborers to be supplied per day:</p> <p>The minimum number of laborers per day to be supplied to the following areas are as follows:</p> <table> <tr> <th>Province / Area</th> <th>No. of Laborers</th> </tr> <tr><td>Albay</td><td>10</td></tr> <tr><td>Cam. Norte</td><td>10</td></tr> <tr><td>Cam. Sur</td><td>30</td></tr> <tr><td>Catanduanes</td><td>10</td></tr> <tr><td>Masbate</td><td>15</td></tr> <tr><td>Sorsogon</td><td>15</td></tr> <tr><td>TOTAL</td><td>90</td></tr> </table>	Province / Area	No. of Laborers	Albay	10	Cam. Norte	10	Cam. Sur	30	Catanduanes	10	Masbate	15	Sorsogon	15	TOTAL	90	Complied																				
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Masbate	15																																					
Sorsogon	15																																					
TOTAL	90																																					
5	Provision of medicine/first aid kit in case of accident resulting to injuries	Complied																																				

6	<p><i>Piling System</i></p> <p><i>The “Kabo” or gang leader should always coordinate with the Warehouse Supervisor as to what type of piling system for grains to be applied such as the so-called “Japanese Piling System”, “Stair Case System”, etc. and in the proper lay-outing of piles based on standards, for easy fumigation and covering of stocks during chemical treatment and protection from tropical storms.</i></p>	Complied
7	<p><i>Setting up of a local satellite office where recruitment/processing of personnel benefits/ employment papers payroll /voucher preparation. Administrative and other Operational activities / concerns may be transacted.</i></p>	Complied
8	<p><i>All Laborers on duty must wear a uniform, preferably T-Shirt with round collar and printed with their names and the name of the agency (Registered name of the Business).</i></p>	Complied

On Logistics Handling, the following numbers of moves were considered.

ITEMS	ACTIVITY	NO. OF MOVES
Platform Scale	Issued to other warehouse	One (1) move
	Received at other whse.	One (1) move
Roller Weight	Storage to Truckscale & Bal	One (1) move
	Trucksace to Storage	One (1) move
Vault	Issued to other warehouse	One (1) move
	Received at other whse.	One (1) move
Wooden Pallets	From pile-Cleanup-laying	One (1) move
	From layout-Cleanup-pile	One (1) move
	Issued to Other warehouse	One (1) move
	Received at other whse.	One (1) move
Fumigating Sheets	From pile to stock covering	One (1) move
	Uncovering-folding-pile	One (1) move
	Issued to other warehouse	One (1) move
	Received at other whse.	One (1) move
Tarpaulin	From pile to stock covering	One (1) move
	Uncovering-folding-pile	One (1) move
	Issued to other warehouse	One (1) move
	Received at other whse.	One (1) move
Sacoline	From pile to stock covering	One (1) move
	Uncovering-folding-pile	One (1) move
	Issued to other warehouse	One (1) move
	Received from other whse.	One (1) move
Brand New MTS, 500 pcs. (Baled)	Issued to other warehouse	One (1) move
	Received at other whse.	One (1) move
	Issued for usage inside whse	One (1) move
Second Hand MTS 250 pcs. (Baled)	Issued to other warehouse	One (1) move
	Received at other whse	One (1) move
	Issued for usage inside whse	One (1) move
MTS,Classifiying, counting, baling, pile	Issued for reclassification, counting, baling, and pile	One (1) move

Section VIII
Bidding Forms

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SF-GOODS-03	COMPUTATION OF NET FINANCING CONTRACTING CAPACITY (NFCC)	98
SF-GOODS-04	COMMITTED LINE OF CREDIT (CLC)	99
SF-GOODS-05	SCHEDULE OF REQUIREMENTS	100
SF-GOODS-06	TECHNICAL SPECIFICATIONS	101-103
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SF-GOODS-08	BID FORM	107
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ANNEX A	SWORN STATEMENT OF EXISTENCE OF BUSINESS	109
	CONTRACT AGREEMENT	110-119
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Statement of Ongoing and Awarded But Not Yet Started Contracts

This is to certify that _____ (company) _____ has the following ongoing and awarded but not yet started contracts:

<i>Name of Contract</i>	<i>Date of the Contract</i>	<i>Date Started</i>	<i>Amount of the Contract</i>	<i>Value of Outstanding Work(s)</i>	<i>Bidder's Role</i>

Name and Signature of Owner or Authorized Representative

Date

***Instructions**

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which maybe similar or not similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the computation of the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
- d) "Name of Contract". Indicate here the Nature/Scope of the Contract for easier tracking of the entries/ representations. Example: "Provision of Corporate Executive Health Care Program"
- e) Must be supported by the following copies of documents:
 1. Contract or Notice of Award indicating the Value of the Contract
 2. Certification from the end-user of the percentage of accomplishment on the on-going contract.

Statement of Single Largest Completed Contract (Within the last three (3) years)

This is to certify that _____ (company) _____ has the following completed contracts for the period CY ____ - ____:

Name of the Contract	Date of Contract	Contracting Parties	Kind of Goods	Amount of Contract	Duration of the Contract

Name and Signature of Owner Authorized Representative

Date

***Instructions**

- Single Largest Contract completed within the last three (3) years as of date of submission and receipt of bids, a contract similar to the project, the value of which adjusted to the current prices using the Philippine Statistics Office (PSA) consumer price indexes must be at least fifty (50%) of the ABC price
- Cut-off date- as of the day before the deadline of submission and opening of bids.
- "NAME OF CONTRACT". Indicate here the Nature/Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the procurement at hand.
- Attach copy of Contract and End –user's Certificate of Completion.

Republic of the Philippines
NATIONAL FOOD AUTHORITY
Region V
Legazpi City

COMPUTATION OF NET FINANCING CONTRACTING CAPACITY (NFCC)

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return (filed through EFPS) and audited financial statement (stamped "received" by BIR or any of its accredited or authorized institutions), for the immediately preceding year and a photocopy of Schedule of Fixed Assets.

		Year 2015
1	Total Assets	
2	Current Assets	
3	Total Liabilities	
4	Current Liabilities	
5	Net Worth (1-3)	
6	Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = K (current asset - current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

K = 15 regardless of the duration of the contract

Herewith attached are photocopies of the AUDITED BALANCE SHEET for the immediately preceding year.

Submitted by:

Name of the Representative of the Bidder

Position

Name of the Bidder

Republic of the Philippines
NATIONAL FOOD AUTHORITY
Legazpi City
Region 05

NFA RO-5 BAC-2016
Procurement of In-Warehouse Handling Services
For Grains and Logistics of NFA Region V for CY 2017
NFA RO-5
Standard Form Number: SF-GOODS-04

COMMITTED LINE OF CREDIT

Date: _____

BERNARDO M. ASETRE, ASEAN ENGR.
NATIONAL FOOD AUTHORITY
Legazpi City

CONTRACT/PROJECT : _____
COMPANY/FIRM : _____
ADDRESS : _____

BANK/FINANCING INSTITUTION : _____
ADDRESS : _____

AMOUNT : _____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Name of Prospective Bidder), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the _____ of the Notice of Award and such line of credit shall be maintained until _____
(Name of Prospective Bidder)
the project is completed by the Contractor.

This Certification is being issued in favor of said _____ in
(Name of Prospective Bidder)
connection with the bidding requirement of National Food Authority Region V for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized
Financing Institution Officer : _____
Official Designation : _____

Concurred By:

Name & Signature of
Authorized Representative : _____
(Name of Prospective Bidder)
Official Designation : _____

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____, affiant exhibited to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

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

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No.: _____

Schedule of Requirements

PROCUREMENT OF 2017 IN- WAREHOUSE HANDLING SERVICES FOR GRAINS AND LOGISTICS FOR NFA REGION V

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery of warehouse handling services.

Lot No.	Province	Estimated Vol. To be handled	Minimum No. of Laborers to be Supplied Every day	Delivery Schedule
	A. Grains Handling	(Bags)		
1	Albay (Ligao & Libon Areas)	353,120	10	February 1-December 31, 2017
	Cam. Norte	461,025	10	
	Camarines Sur	2,467,400	30	
	Catanduanes	571,050	10	
	Masbate	636,100	15	
	Sorsogon	703,130	15	
	TOTAL	5,191,825	90	
	B. Logistics Handling:	Units/Pcs.		
	Platform Scale	66	Handlers of these Logistics shall form part of the 90 for Grains Handling as assigned per province.	February 1-December 31, 2017
	Roller Weights	34		
	Vaults	4		
	Wooden Pallets	9,794		
	Fumigating Sheets	75/65		
	Tarpaulins	75/23		
	Sacoline	26/25		
	MTS:Bnew (Bale)	1,350		
	Secondhand (Bale)	478		
	Classifying, counting, bailing, & piling	197.85		
	TOTAL	12,212.85		

Technical Specifications

Item	Particular	Statement of Compliance																																		
1	<p>Grains Handling Rate is defined as the bidden and awarded rate to Contractor-Bidder in handling services on a per move per bag/pack basis usually at 50-kg measure per unit (to include rice, corn, sugar, seeds, fertilizers, legumes, grains by-products and other related items that the government may assign NFA to handle from time-to-time or on emergency basis.</p> <p>Logistics Handling shall refer to logistical support in the handling of grains such as platform scale, roller weights, vaults, wooden pallets, fumigating sheets, tarpaulins, sacolines, and MTS. The movement of such shall be paid by unit/piece at the bidden rates respectively.</p>	Complied																																		
2	<p>The handling rate per move per province must not exceed the following:</p> <table><tr><th>A. GRAINS HANDLING*</th><th>Rate</th></tr><tr><th>Province</th><th></th></tr><tr><td>Albay</td><td rowspan="7">P 3.91/bag/move</td></tr><tr><td>Camarines Norte</td></tr><tr><td>Camarines Sur</td></tr><tr><td>Catanduanes</td></tr><tr><td>Masbate</td></tr><tr><td>Sorsogon</td></tr><tr><td></td></tr><tr><th>B. LOGISTICS HANDLING*</th><th></th></tr><tr><td>3)Equipment</td><td></td></tr><tr><td>a)Platform Scale</td><td>P 131.04/move</td></tr><tr><td>b)Roller Weights</td><td>145.60</td></tr><tr><td>c) Vault</td><td>43.68</td></tr><tr><td>4)Supplies</td><td></td></tr><tr><td>a)Wooden Pallets</td><td>8.01</td></tr><tr><td>b)Fumigating Sheets (PVC)**</td><td></td></tr><tr><td>i. Covering/Uncovering (# Pile)</td><td>291.20</td></tr><tr><td>ii. Tranfer/In-Out (Pc)</td><td>9.32</td></tr><tr><td>c)Tarpaulin</td><td></td></tr></table>	A. GRAINS HANDLING*	Rate	Province		Albay	P 3.91/bag/move	Camarines Norte	Camarines Sur	Catanduanes	Masbate	Sorsogon		B. LOGISTICS HANDLING*		3)Equipment		a)Platform Scale	P 131.04/move	b)Roller Weights	145.60	c) Vault	43.68	4)Supplies		a)Wooden Pallets	8.01	b)Fumigating Sheets (PVC)**		i. Covering/Uncovering (# Pile)	291.20	ii. Tranfer/In-Out (Pc)	9.32	c)Tarpaulin		Complied
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c)Tarpaulin																																				

	<div>i. Covering/Uncovering (# Pile)</div> <div>ii. Tranfer/In-Out (Pc)</div> <div>d)Sacoline</div> <div>i. Covering/Uncovering (# Pile)</div> <div>ii. Tranfer/In-Out (Pc)</div> <div>3) MTS for Palay/Rice</div> <div>a)Brand-new (Bale)</div> <div>b)Secondhand (Bale)</div> <div>c) Classifying, counting, bailing, & piling</div> <div>*Inclusive of VAT</div> <div>**Fumigating Sheets (LDPE), the rate is ₱ 150.00 per sheet for covering/uncovering and ₱ 5.00 per sheet for transfer in/out/pc.</div>	<div>291.20</div> <div>9.32</div> <div></div> <div>203.84</div> <div>4.66</div> <div></div> <div>7.28</div> <div>7.28</div> <div>160.16</div> <div></div>	
3	<div>The following are the number of moves per type of activity/operations:</div> <div>A. Procurement - 3 moves</div> <div>B. Distribution/Sales - 2 moves</div> <div>C. Milling Issues - 2 moves</div> <div>D. Milling Receipts - 2 moves</div> <div>E. Re-bagging - 3 moves</div> <div>F. Re-piling - 1 move</div> <div>G. Reconditioning - 5 moves</div> <div>H. Drying Solar - 8 moves*</div> <div>I. Blending/Mixing for RFE - 5 moves</div> <div>K Cement Mixer -- IFR 6 moves</div> <div>L. Mechanical Drying - 6 moves</div> <div>M. Truck-to-truck transfer - 1 move</div>	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	Complied
	<div>*(additional one move for drying pavement more than 50 meters from warehouse</div> <div>Note: The use of truck scale in the incoming or outgoing stocks reduces the number of moves by one (1) move.</div>		
	<div>On the Logistics Handling, the number of moves on all items is only two (2) moves with a minimum frequency of two (2) in one year.</div>		

4	<p>Number of Laborers to be supplied per day: The minimum number of laborers per day to be supplied to the following areas are as follows for grains handling:</p> <table><tr><th>Province / Area</th><th>Minimum No. of Laborers</th></tr><tr><td>Albay</td><td>10</td></tr><tr><td>Camarines Norte</td><td>10</td></tr><tr><td>Camarines Sur</td><td>30</td></tr><tr><td>Catanduanes</td><td>10</td></tr><tr><td>Masbate</td><td>15</td></tr><tr><td>Sorsogon</td><td>15</td></tr><tr><td>TOTAL</td><td>90</td></tr></table>	Province / Area	Minimum No. of Laborers	Albay	10	Camarines Norte	10	Camarines Sur	30	Catanduanes	10	Masbate	15	Sorsogon	15	TOTAL	90	Complied
Province / Area	Minimum No. of Laborers																	
Albay	10																	
Camarines Norte	10																	
Camarines Sur	30																	
Catanduanes	10																	
Masbate	15																	
Sorsogon	15																	
TOTAL	90																	
5	Provision of medicine/first aid kit in case of accident resulting to injuries	Complied																
6	<p>Piling System</p> <p>The “Kabo” or gang leader should always coordinate with the Warehouse Supervisor as to what type of piling system for grains to be applied such as the so-called “Japanese Piling System”, “Stair Case System”, etc. and in the proper lay-outing of piles based on standards, for easy fumigation and covering of stocks during chemical treatment and protection from tropical storms.</p>	Complied																
7	Setting up of a local satellite office where recruitment/processing of personnel benefits/ employment papers payroll /voucher preparation, administrative and other Operational activities / concerns may be transacted.	Complied																
8	All Laborers on duty must wear a uniform, preferably T-Shirt with round collar and printed with their names and the name of the agency (Registered name of the Business).	Complied																

Omnibus Sworn Statement

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 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 of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];

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 and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

- 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;*
- 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: I am 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 following responsibilities as a Bidder:*

a) Carefully examine all of the Bidding Documents;

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure 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.*

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20___ at _____, Philippines.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this _____ day of _____.

NOTARY PUBLIC

Doc. No. _____

Page No. _____

Book No. _____

Series of 20 _____.

Republic of the Philippines
NATIONAL FOOD AUTHORITY
Legazpi City
Region 05

NFA RO-5 BAC-2016
Procurement of In-Warehouse Handling Services
For Grains and Logistics of NFA Region V for CY 2017
NFA RO-5
Standard Form Number: SF-GOODS-08

Bid Form

Date

Edna R. De Guzman
BAC Chairperson
NATIONAL FOOD AUTHORITY R-05
Legazpi City

Sir,

Having examined the Bidding Documents including Bid Bulletin Numbers _____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply of In-Warehouse Grains and Logistics Handling Services for NFA Region V in conformity with the said Bidding Documents for the sum of _____ (P _____) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 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.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

Submitted by:

Name of the Representative of the Bidder

Position

Name of the Bidder

SCHEDULE OF PRICES

SUMMARY OF ABC 2015					
Lot 1: Albay (Ligao City Area and Libon Area), Camarines Norte, Camarines Sur, Catanduanes, Masbate and Sorsogon					
Services	Volume (No. Of Bags)	Rate per Bag Per Move (PHP)	Weighted Average No. Of Move	Bid Offer (Inclusive of VAT)	
A. GRAINS HANDLING	5,191,825		2.255		
Services	No. Of Pieces/Pile	Rate per Piece/Move	No. Of Moves	No. of Frequency	Bid Offer (Inclusive of VAT)
B. LOGISTICS HANDLING					
1. Equipment					
a. Platform Scale	66.00		2	2	
b. Roller Weights	34.00		2	3	
c. Vault	4.00		2	2	
2. Supplies					
a. Wooden pallets	9,794.00		2	2	
b. Fumigating Sheets (PVC)					
i. Covering/Uncovering (#Pile)	75.00		2	2	
ii. Transfer/In-Out (Pc)	65.00		2	6	
c. Tarpaulin					
i. Covering/Uncovering (#Pile)	75.00		2	2	
ii. Transfer/In-Out (Pc)	23.00		2	2	
d. Sacoline					
i. Covering/Uncovering (#Pile)	26.00		2	2	
ii. Transfer/In-Out (Pc)	25.00		2	2	
3. MTS for Palay/Rice					
a. Brand-new (Bale)	1,350.00		2	2	
b. Second hand (Bale)	478.00		2	2	
c. Classifying, counting, bailing, & piling	197.85		1	2	
SUB-TOTAL	12,212.85				
GRAND TOTAL					

Certified Correct:

Name of the Representative of the Bidder

Position

Name of the Bidder

**PROCUREMENT OF IN-WAREHOUSE HANDLING SERVICES FOR
GRAINS AND LOGISTICS OF NFA REGION V FOR CY 2017
(ANNEX A)**

STATEMENT OF EXISTENCE OF BUSINESS

I hereby certify that I have been engaged in in-warehouse handling services for grains in bags and logistics for the period covering _____.

Print Name and Signature of Bidder

Republic of the Philippines)
City of _____) SS

SUBSCRIBE AND SWORN to before me this _____ day of
_____.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 20 _____.



Republic of the Philippines
NATIONAL FOOD AUTHORITY
Regional Office No. V
Pier Site, Legazpi City

PROCUREMENT OF IN-WAREHOUSE HANDLING SERVICES FOR GRAINS AND LOGISTICS OF NFA REGION V FOR CALENDAR YEAR 2017

KNOW ALL MEN BY THESE PRESENT:

This Contract made and executed this ____ day of _____ 2017 at Legazpi City, Philippines by and between:

NATIONAL FOOD AUTHORITY (NFA), a government agency duly organized and existing by virtue of Presidential Decree No. 4 as amended by P.D. Nos. 1485 and 1770 with office and postal address at Philsugin Building North Avenue, Diliman, Quezon City represented herein by its **REGIONAL MANAGER II BERNARDO M. ASETRE, ASEAN ENGR. of NFA Region V** herein referred to as NFA.

and

_____, with principal address at _____ represented herein by its _____, _____ hereinafter referred to as CONTRACTOR;

-WITNESSETH-

WHEREAS, NFA Region 5 needs labor services for its operational activities such as but not limited to procurement, distribution, milling, rebagging, repiling, reconditioning, solar and mechanical drying, blending and dispersal of stocks;

WHEREAS, based on the approved 2017 Marketing Plan for NFA Region 5 has an aggregate total of 5,191,825 bags of stocks to be handled arising from the above mentioned operational activities for the period February 1- Dec. 31, 2017;

WHEREAS, NFA Region 5 also requires services for the movements of its logistics such as but not limited to the following warehouse equipment like platform scales, truckscale roller weights, vaults; warehouse supplies like wooden pallets, fumigating sheets; and empty sacks classification;

WHEREAS, the bidding conference for the Procurement of In-Warehouse Handling Services for Grains and Logistics for the Calendar Year 2017 was conducted on _____, 2017;

WHEREAS, the awarded price was the lowest calculated and responsive bid; inclusive of VAT, amount due to the government in favor of the laborers, and amount due to laborers;

NOW, THEREFORE, for and in consideration of the foregoing premises, and the terms and conditions set forth, the parties hereto have agreed as they do hereby agree as follows:

I. SUBJECT MATTER

That the nature and description of the services to be rendered shall be as follows:

Grains and Logistics handling movements and corresponding number of moves involved are as follow:

A. Grains Handling Movements:

A. Procurement	3 moves
B. Distribution/Sales	2 moves
C. Milling Issues	2 moves
D. Milling Receipts	2 moves
E. Re-bagging	3 moves
F. Re-piling	1 move
G. Reconditioning	5 moves
H. Drying Solar	8 moves*
I. Blending/Mixing for IFR	5 moves
J. Cement Mixer Blending	6 moves
K. Mechanical Drying	6 moves
L. Truck-to-truck transfer	1 move

*(additional one move for drying pavement more than 50 meters from warehouse)

Note:

1. The use of truck scale in the incoming or outgoing stocks reduces the number of moves by one (1) move.
2. Payment of additional one (1) move per bag for piling of stock receipts from 26th layer and up.

B. On Logistics Handling, the following are the number of moves:

ITEMS	ACTIVITY	NO. OF MOVES
Platform Scale	Issued to other warehouse	One (1) move
	Received at other whse.	One (1) move
Roller Weight	Storage to Truckscale & Bal	One (1) move
	Trucksace to Storage	One (1) move
Vault	Issued to other warehouse	One (1) move
	Received at other whse.	One (1) move
Wooden Pallets	From pile-Cleanup-laying	One (1) move
	From layout-Cleanup-pile	One (1) move
	Issued to Other warehouse	One (1) move
	Received at other whse.	One (1) move
Fumigating Sheets	From pile to stock covering	One (1) move
	Uncovering-folding-pile	One (1) move
	Issued to other warehouse	One (1) move
	Received at other whse.	One (1) move
Tarpaulin	From pile to stock covering	One (1) move
	Uncovering-folding-pile	One (1) move
	Issued to other warehouse	One (1) move
	Received at other whse.	One (1) move

<i>Sacoline</i>	<i>From pile to stock covering</i>	<i>One (1) move</i>
	<i>Uncovering-folding-pile</i>	<i>One (1) move</i>
	<i>Issued to other warehouse</i>	<i>One (1) move</i>
	<i>Received from other whse.</i>	<i>One (1) move</i>
<i>Brand New MTS, 500 pcs. (Baled)</i>	<i>Issued to other warehouse</i>	<i>One (1) move</i>
	<i>Received at other whse.</i>	<i>One (1) move</i>
	<i>Issued for usage inside whse</i>	<i>One (1) move</i>
<i>Second Hand MTS 250 pcs. (Baled)</i>	<i>Issued to other warehouse</i>	<i>One (1) move</i>
	<i>Received at other whse</i>	<i>One (1) move</i>
	<i>Issued for usage inside whse</i>	<i>One (1) move</i>
<i>MTS,Classifying, counting, baling, pile</i>	<i>Issued for reclassification, counting, baling, and pile</i>	<i>One (1) move</i>

I. OBLIGATIONS OF NFA

1. To provide the necessary facilities and equipment in the proper and safe handling of grains such as sewing thread or twine, needles or bag closing machine, wooden platforms and/or “andamyo” or bag conveyor, baling machine and the like;
2. To provide empty sacks as container in the rebagging/ resacking of grains stocks during procurement , drying, milling, reconditioning, in-warehouse movements, sweeping of loose grains, rebagging/ bagging from busted bag containers of grains stocks;
3. To provide area or place where the laborers can rest while waiting for job assignments;
4. The NFA through its Provincial Manager shall notify in writing the Contractor within two (2) days of the handling services (for grains and logistics) required to be conducted in its warehouses. It shall consider the estimated number of laborers to be deployed per warehouse.
5. The NFA shall have the right at any time to conduct inspection of stocks being handled. NFA’s right to inspection shall not in any way diminish the liabilities of the Contractor for losses/ damages incurred;
6. The NFA shall conduct assessment of the handling services rendered by the Contractor on a quarterly basis;
7. The NFA shall provide the necessary personnel for NFA documentation, monitoring, reporting and payment purposes of the in-warehouse handling services transactions;
8. The NFA shall undertake to pay the Contractor the awarded rate on per bag of 50 kg per move (50 kg- bag means gross weight inclusive of weight of sack or container divided by 50). On the other hand, payment for logistics handled shall be on a per move basis using the awarded rate. Likewise,

payment for services under Hygiene and Sanitation shall be based on the awarded daily rate and the number of days services have been rendered.

9. The NFA guarantees to pay on time for the actual services rendered. The payment shall be made at NFA Provincial Office upon submission of the voucher(s) with required supporting documents such as Warehouse Stock Receipts (WSR), Warehouse Stock Issues (WSI), Warehouse Tally Sheets (WTS), Proof of Remittances of social benefits to laborers and concerned agencies and other documents that may be required. For logistics handled, payment shall be based on the statement to be provided by the Marketing Operations Section of the Province. All payments shall be subject to the usual accounting and auditing rules.

II. OBLIGATIONS OF THE CONTRACTOR

1. The Contractor shall provide the adequate number of laborers for the loading, unloading, piling, weighing, rebagging, repiling, milling (NFA Owned Ricemill), drying and reconditioning in the Warehouse(s) and in other post- harvest facilities;
2. The Contractor shall provide the necessary facilities and equipment in the proper and safe handling of grains such as wooden platforms “andamyo”, bag conveyor, baling machine, and the like;
3. The Contractor shall provide at least one (1) stock Conveyor which shall be assigned in one of the NFA utilized warehouses within the region;
4. The Contractor shall exercise extra- ordinary diligence in handling of NFA stocks by not allowing the use of hooks (gancho) or any instrument that may cause damage to the grains and its containers.
5. The Contractor shall observe safe and proper piling of stocks in accordance with good warehousekeeping to avoid undue collapse of stock piles. The Contractor shall assume any damages and all expenses incurred in the repiling of stocks due to faulty and improper application of warehousekeeping practices;
6. The Contractor shall ensure that the equipment and facilities to be used in the handling of NFA stocks are free from adulteration/ contamination;
7. The contractor shall exercise direct control and supervision of its handlers in performing the in-warehouse handling services.
8. The Contractor shall ensure that its handlers shall always be available anytime that NFA demands its services;
9. The Contractor shall provide each handler with working uniform with company name and identification card (ID);

10. The Contractor shall regularly pay/ remit the social benefit contributions (employees' and employer's shares) of their laborers, which include among others, the SSS, Philhealth, PAG-IBIG and others as mandated by Section 9(b) of the Department Order 18-A of DOLE.
11. In case the Contractor pays each laborer below the minimum wage and fails to remit to the concerned government offices the SWB due to the government in favor of the laborers, the NFA is hereby authorized to withhold from the payment to the Contractor the deficiencies in payments made by the latter.
12. The Contractor shall pay the social welfare benefits due to the laborer (13th Month Pay and Holiday Pay) direct to the laborers not later than Dec. 24, 2017 and shall submit to NFA proof of payment of said benefits.

III. SPECIAL PROVISIONS

1. Requirement for additional handlers for grains and logistics shall be done in writing two (2) days before the need of handling services. If the contractor fails to provide the additional laborers, the Provincial Manager shall write the contractor on his incapability to provide sufficient number of laborers/handlers citing therein the disadvantages, delay and damages incurred by the NFA;
2. The NFA shall engage the services of the other persons or entities if, in its judgment, the contractor is not capable of performing the work in accordance with the demands/ requirements of the NFA. Provided, however, that the NFA shall first notify the contractor in writing five (5) days prior to contracting the services of other persons. In this event, the contractor shall pay the NFA the difference in rates, between the rates prescribed in the contract and the rates of its contract with the third party;
3. The actual volume subject of the services rendered may not be the same volume as awarded. Hence, payment shall be based on actual volume handled per activity;
4. The Provincial Manager shall notify the Contractor two (2) days before the commencement of the activity, minimum labor requirements per warehouse as indicated in Schedule of Requirements.
5. If the contractor fails to provide the required number of laborers, the Provincial Manager shall write the contractor on his incapability to provide sufficient number of laborers citing therein the disadvantages, delay and damages incurred by the NFA;
6. The contractor shall be liable for damages due to delay or non-attainment of desired outputs and/ or non performance of the services caused by labor

strike, work stoppage or any labor dispute between the contractor and its handlers;

7. Should the contractor fail to provide the required services within twenty four (24) hours from receipt of the former's written demand or fails to satisfactorily perform its obligations under the contract; the NFA will forfeit its performance security; and secure the services of the other contractor/s. However, the contractor shall be liable for the excess costs of procuring the services of other contractor/s, notwithstanding, the contractor shall be liable for any damages and expenses that may be incurred by the NFA as a result of the delay and failure to perform any of its obligation without prejudice to termination of the contract;
8. For security purposes, the contractor shall continuously provide the NFA with an updated information sheet and **complete list of handlers deployed** in various warehouses of NFA. The said list shall indicate the **names and the present addresses of the workers**;
9. The contractor's handlers shall strictly observe and implement cleanliness and sanitation within the warehouse premises, perimeter and compound by avoiding the following:
 - 9.1. Throwing of cigarette butts
 - 9.2. Urinating in non-designated areas
 - 9.3. Removing (defecating) bowel in non-designated areas
 - 9.4. Non-wearing of proper attire
 - 9.5. Spitting
10. The contractor's handlers shall be strictly prohibited within the warehouse premises, perimeter and compound from:
 - 10.1. Gambling
 - 10.2. Drinking Liquor
 - 10.3. Smoking
 - 10.4. Vandalism
 - 10.5. Use of illegal drugs
 - 10.6. Working under the influence of liquor and illegal drugs
 - 10.7. Bringing in deadly weapons
11. Contractor shall comply with all labor laws, local ordinances, and all government rules and regulations pertinent to its In-Warehouse Handling Services Contract;
12. The contractor shall be considered as an independent contractor, and no employee- employer relationship shall exist between NFA and the handlers/laborers of the contractor, the contractor shall be solely liable for all accounts and claims filed by its handlers/laborers with the Department of Labor and Employment (DOLE) and pertinent government agencies;
13. In case of unforeseen and uncontrollable events wherein the procurement, distribution, milling, remilling/reconditioning, drying, and other in-warehouse

transactions, mixing and blending of iron-premix, rice dispersal, handling services exceeded the contracted volume and price, during the contract implementation, the contractor will be paid for the actual services rendered subject to Section 51 Repeat Order of Revised IRR of RA 9184, if applicable;

14. Any obligation or payables of the contractor due to NFA shall be automatically deducted from his/her collectibles from NFA;
15. Should NFA be constrained to file a case to obtain court relief against the contractor, the latter will hold itself liable to pay an amount equivalent to twenty percent (20%) of the amount claimed in the complaint as attorney's fees, aside from the cost of litigation and other expenses which may entitle the NFA to recover from the contractor any and all actions arising from this Agreement which any party may decide to institute shall be filed with proper court in Quezon City;

IV. PAYMENT PROCEDURE

Payment shall be made at the Concerned Provincial Office(s) subject to the usual accounting and auditing rules and regulations. The NFA undertakes to pay the contractor the amount inclusive of 12% VAT, and guarantees to pay on time for the actual services rendered upon submission of the applicable required supporting documents, to wit:

A. First Billing

- a. Statement of Billing for both grains and logistics handling
- b. Warehouse Stock Issue (Handler's Copy)
- c. Warehouse Stock Receipt (Handler's Copy)
- d. Weigher's Tally Sheet (Handler's Copy)
- e. Empty Sack Receipt (Handler's Copy)
- f. Empty Sack Issues (Handler's Copy)
- g. Notice of Award (Photo Copy)
- h. Copy of the Contract (Photo Copy)
- i. Performance Bond (Photo Copy)
- j. Notice to Proceed (Photo Copy)
- k. Proof of **quarterly** payments/ remittances to SSS, PAG-IBIG, Philhealth, & other mandated social benefits of handlers/laborers.

B. Subsequent Billing

- a. Statement of Billing for both grains and logistics handling
- b. Warehouse Stock Issue (Handler's Copy)
- c. Warehouse Stock Receipt (Handler's Copy)
- d. Weigher's Tally Sheet (Handler's Copy)
- e. Empty Sack Receipt (Handler's Copy)
- f. Empty Sack Issues (Handler's Copy)
- g. Proof of **quarterly** payments/ remittances to SSS, PAG-IBIG, Philhealth, & other mandated social benefits of handlers/laborers.

Payments shall be based in bags of 50 kg per move (gross weight inclusive of weight of sack or container divided by 50) for grains handling.

V. DURATION OF THE CONTRACT

The contract shall be in full force effective February 1, 2017 and shall expire on December 31, 2017 or upon completion of the delivery of handling services of the awarded volume depending on actual operational requirements for the contract period, whichever comes first.

VI. CONTRACT IMPLEMENTATION

The contract implementation shall be governed by Section 42 of the Revised IRR of RA 9184.

VII. RESERVATION CLAUSE

The National Food Authority reserves the right to accept or reject any or all bids, to waive any formalities therein and to accept such bid as may be considered advantageous to the NFA or annul the bidding process and not award the contract at any time prior to contract award without incurring any liability to any bidder or party. Further, NFA assumes no obligation to compensate any bidder or party for any loss or expense incurred in the preparation of the bid or participation in the bidding process.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

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

Signed, sealed, delivered by _____ the _____ (for the Supplier).

ACKNOWLEDGMENT

Republic of the Philippines)
Province of _____)
City of _____) SS

BEFORE ME Notary Public for and in _____, Philippines, personally appeared this _____ day of _____, 201__, BERNARDO M. ASETRE, ASEAN ENGR, in his official capacity as REGIONAL MANAGER II of the NATIONAL FOOD AUTHORITY, (Region 5) with TIN No. _____ and _____ in his/her capacity as CONTRACTOR with Community Tax Certificate No. _____ issued at _____ on _____ both known to me to be the same persons who executed the foregoing Contract Agreement consisting two (2) pages, including this page on which the Acknowledgement is written, signed by the parties and their instrumental witnesses on each and every page hereof and acknowledged the same to be their free and voluntary act and deed as well as the entities represented.

Doc. No. : _____
Page No. : _____
Book No. : _____

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
X-----X

BID-SECURING DECLARATION

Invitation to Bid/Request for Expression of Interest No.: [Insert reference number]

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

1. I/We, the undersigned 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 be automatically disqualified from bidding from 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 Declaration, 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 consideration 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/Highest Rated and Responsive Bid and I/we have furnished the performance security and signed Contract.

IN WITNESS WHEREOF, I/WE have here unto 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**

LIST OF REQUIRED DOCUMENTS

PROCUREMENT OF IN-WAREHOUSE HANDLING SERVICES FOR GRAINS AND LOGISTICS OF NFA REGION V FOR CY 2017

1. **INSTRUCTIONS:** *The following required documents shall be accomplished, satisfied and submitted in chronological order to the NFA R-O5 BAC on January 24, 2017 on or before 2:00 pm at NFA Regional Office Conference Room located at Pier Site, Legazpi City. Prospective Bidders are required to submit **four (4)** copies each (1 original and 3 photocopies) of the required documents. All pages of the Bid, including attachments thereto, shall be initialed by the person signing the Bid.*

FIRST ENVELOPE- Eligibility Requirements and Technical Documents

A. Class "A" Documents

Legal Documents

- a. Registration Certificate from DTI for sole proprietorship, SEC for partnership, joint venture and corporation, or CDA for cooperatives;
- b. Mayor's/ Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.

In cases of recently expired Mayor'/ Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned LGU, provided that the renewed permit shall be submitted as a post-qualification requirement;

- c. Valid and current Tax Clearance per E.O. 398, S. 2005, as finally renewed and approved by the Bureau of Internal Revenue (BIR);

Technical Documents

- a. Current DOLE Certificate of Registration under DO 18-A;
- b. Social Security System (SSS) Certificate of Registration;
- c. Philhealth Registration;
- d. PAG-IBIG Certificate of Registration;
- e. BIR Certificate of Registration;

- f. For cooperatives, updated CDA Certificate of Good Standing, and Tax Exemption Certificate or any proof of application for tax exemption from BIR;
- g. Statement indicating that the bidder has been engaged in in-warehouse handling services for grains in bags and logistics at least for the last three (3) years prior to the opening of bids. (Annex A);
- h. Statement of the prospective bidder of all its on- going government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contracts to be bid (SF-GOODS-01)
 - i. Name of Contract
 - ii. Date of the Contract
 - iii. Date Started
 - iv. Amount of the Contract
 - v. Value of Outstanding Work(s)
 - vi. Bidder's Role (e.g. supplier of labor services)

Must be supported by the following copies of documents:

- Contract or Notice of Award indicating the Value of the Contract;
 - Certification from the end-user of the percentage of accomplishment on the on-going contract
- i. Statement of the bidder's Single Largest Completed Contract (SLCC) as principal contractor, adjusted to the current price index, completed within the last three (3) years and similar to the Contract to be bid, which should be at least fifty percent (50%) of the ABC (SF-GOODS-02); or

If not applicable, in lieu of the foregoing, the bidder may submit the:

- i. Two (2) similar contracts, the aggregate amount of which should be equivalent to at least 50% of the ABC; and
 - ii. The largest of these two contracts must be equivalent to at least 25% of the ABC.
- j. Supplier's/ Contractor's Profile and Organizational Structure;

- k. List of regular handlers/ laborers (minimum of 90 handler/ laborers) indicating name, age and complete address of each individual;
- l. Passport size picture with accompanying three (3) specimen signatures of the bidder or his/ her duly authorized representative named in the authority of signatory/ SPA);
- m. Appointment of Liaison Officer (to be used by either the Chairman of the Board or General Manager or President or Owner, and must specify the scope of the duties and responsibilities given to the representative) (should be notarized);
- n. Schedule of Requirements (SF-GOODS-05);
- o. Technical Specifications (SF-GOODS-06);
- p. Certification of the Provincial Manager or authorized representative that the bidder conducted inspection of all warehouses in the six provinces of the region; and
- q. Certificate of PhilGEPS Registration.

Financial Documents

- r. The prospective bidder's audited financial statements showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the calendar year 2014-2015.
- s. The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (SF-GOODS-03) which must be at least equal to the ABC to be bid, calculated as follows:

$$\text{NFCC} = [(\text{Current assets minus current liabilities}) (15)] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.}$$

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

or

- t. Committed Line of Credit (CLC) (SF-GOODS-04), which must be equal to ten percent (10%) of the ABC to be bid: Provided, that if the same is issued by a Foreign Universal or Commercial Bank, it should be confirmed or authenticated by a local Universal or Commercial Bank.

B. Class "B" Documents

Valid Joint Venture Agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit their respective PhilGEPS Certificate of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance

C. Bid Security

The Bid Security as to form, amount and validity period.

Form of Security	Amount of Bid Security
a. Cash or cashier's/ manager's check issued by a Universal or Commercial Bank	Two percent (2%) of ABC
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.	
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.	Five percent (5%) of ABC
d. Bid Securing Declaration	-

Bid Security shall be valid within 120 calendar days from the date of opening of the bid.

D. **OMNIBUS Sworn Statement** (SF-GOODS-07):

SECOND ENVELOPE- Financial Proposal

- C. Accomplished Bid Form (SF-GOODS-08);
- D. Schedule of Prices (SF-GOODS-09).

ILLUSTRATIONS ON MARKING & SEALING

ILLUSTRATION ON MARKING & SEALING

(Name of Bidder and address in capital letters) Technical Envelope (Envelope # 1/ Box 1)
Procurement of In-Warehouse Handling Services for Grains and Logistics of NFA Region V for CY 2017 RBAC – NFA REGION V Pier Site, Legazpi City
DO NOT OPEN BEFORE January 24, 2017, 2:00 pm

(Name of Bidder and address in capital letters) Technical Envelope/Box Copy # 1	(Name of Bidder and address in capital letters) Technical Envelope/Box Copy # 2
Procurement of In-Warehouse Handling Services for Grains and Logistics of NFA Region V for CY 2017 RBAC – NFA REGION V Pier Site, Legazpi City	Procurement of In-Warehouse Handling Services for Grains and Logistics of NFA Region V for CY 2017 RBAC – NFA REGION V Pier Site, Legazpi City
DO NOT OPEN BEFORE January 24, 2017, 2:00 pm	DO NOT OPEN BEFORE January 24, 2017, 2:00 pm
<u>ORIGINAL</u> ELIGIBILITY DOCUMENTS	<u>PHOTOCOPIES</u> ELIGIBILITY DOCUMENTS

(Name of Bidder and address in capital letters) Technical Envelope/Box Copy # 3	(Name of Bidder and address in capital letters) Technical Envelope/Box Copy # 4
Procurement of In-Warehouse Handling Services for Grains and Logistics of NFA Region V for CY 2017 RBAC – NFA REGION V Pier Site, Legazpi City	Procurement of In-Warehouse Handling Services for Grains and Logistics of NFA Region V for CY 2017 RBAC – NFA REGION V Pier Site, Legazpi City
DO NOT OPEN BEFORE January 24, 2017, 2:00 pm	DO NOT OPEN BEFORE January 24, 2017, 2:00 pm
<u>PHOTOCOPIES</u> ELIGIBILITY DOCUMENTS	<u>PHOTOCOPIES</u> ELIGIBILITY DOCUMENTS

CONTENTS OF ELIGIBILITY ENVELOPE (ENVELOPE 1/BOX 1)

1. Checklist of bid documents
2. Legal documents
3. Technical documents
4. Financial documents
5. Class "B" documents
6. Others

NOTE: Signature of bidder or authorized representative is required in the envelope.

(Name of Bidder and address in capital letters)
Financial Envelope
(Envelope # 2/ Box 2)

**Procurement of In-Warehouse Handling Services for Grains and Logistics of
NFA Region V for CY 2017**

RBAC – NFA REGION V
Pier Site, Legazpi City

DO NOT OPEN BEFORE
January 24, 2017, 2:00 pm

(Name of Bidder and address in capital letters)
Financial Envelope/Box Copy # 1

**Procurement of In-Warehouse Handling
Services for Grains and Logistics of NFA
Region V for CY 2017**

RBAC – NFA REGION V
Pier Site, Legazpi City

DO NOT OPEN BEFORE
January 24, 2017, 2:00 pm

ORIGINAL BID DOCUMENTS

(Name of Bidder and address in capital letters)
Financial Envelope/Box Copy # 2

**Procurement of In-Warehouse Handling
Services for Grains and Logistics of NFA
Region V for CY 2017**

RBAC – NFA REGION V
Pier Site, Legazpi City

DO NOT OPEN BEFORE
January 24, 2017, 2:00 pm

PHOTOCOPIES BID DOCUMENTS

(Name of Bidder and address in capital letters)
Financial Envelope/Box Copy # 3

**Procurement of In-Warehouse Handling
Services for Grains and Logistics of NFA
Region V for CY 2017**

RBAC – NFA REGION V
Pier Site, Legazpi City

DO NOT OPEN BEFORE
January 24, 2017, 2:00 pm

PHOTOCOPIES BID DOCUMENTS

(Name of Bidder and address in capital letters)
Financial Envelope/Box Copy # 4

**Procurement of In-Warehouse Handling
Services for Grains and Logistics of NFA
Region V for CY 2017**

RBAC – NFA REGION V
Pier Site, Legazpi City

DO NOT OPEN BEFORE
January 24, 2017, 2:00 pm

PHOTOCOPIES BID DOCUMENTS

CONTENTS OF FINANCIAL ENVELOPE (ENVELOPE 2/BOX 2)

1. Bid Cost or Bid Proposal (Tender Form)

NOTE: Signature of bidder or authorized representative is required in the envelope.

(Name of Bidder and address in capital letters)

(MOTHER ENVELOPE/BOX)

**Procurement of In-Warehouse Handling Services for Grains
and Logistics of NFA Region V for CY 2017**

RBAC – NFA REGION V
Pier Site, Legazpi City

DO NOT OPEN BEFORE
January 24, 2017, 2:00 pm

TECHNICAL ENVELOPE/BOX

FINANCIAL ENVELOPE/BOX

NOTE: *Signature of bidder or authorized representative is required in the envelope.*