



Republic of the Philippines
NATIONAL FOOD AUTHORITY
Regional Office No. V
Pier Site, Legazpi City
REGIONAL BIDS AND AWARDS COMMITTEE

Invitation No. 2016-____

**INVITATION TO SUBMIT QUOTATION FOR 2016 WAREHOUSING SERVICES
UNDER NEGOTIATED PROCUREMENT**

NOTICE IS HEREBY GIVEN that the National Food Authority, Regional Office V at Legazpi City, thru its RBAC, invites all private warehouse owners for a negotiated procurement under Two Failed Biddings for the Supply of Warehousing Services in the provinces of Albay and Cam. Sur and Sorsogon.

Lot No./ Sub-Lot	Area/ Location	Floor Area Sq.M.	ABC (March to Dec., 2016) (Inclusive of VAT) (Php)
1	ALBAY		
1.e	Ligao Area	400	320,000.00
2	CAM. SUR		
2.a	Pili, Cam. Sur Area (1)	3,000	2,922,808.00
2.b	Pili, Cam. Sur Area (2)	2,700	2,565,000.00
2.d	San Jose Area	750	644,725.00
2.e	Bombon Area	550	515,700.00
2.f	Iriga Area (1)	860	781,920.00
2.g	Iriga Area (2)	650	589,698.00
3	SORSOGON		
3.a	Irosin Area	420	352,800.00
	GRAND TOTAL		8,692,651.00

Note : The floor area reflected above is rounded off figures. Actual measurement offered in square meter of the warehouse shall be the basis of payment vis-a-vis awarded rate.

The National Food Authority now invites private warehouse owners to submit their bid proposals in sealed envelope to the RBAC Secretariat, 2nd floor, NFA Regional Office Building, Pier Site, Legazpi City.

Submission and Opening of sealed offers shall be on **February 15, 2016 at 8:30 am** together with the Certified Photocopies of the following documents:

- a. Legal requirement
 - i. Registration Certificate from SEC for corporation; Department of Trade and Industry (DTI) for sole proprietorship; or CDA for cooperative.
 - ii. 2016 Mayor's Permit or proof of application for 2016 Mayor's Permit
- b. Technical requirement
 - i. Proof of Ownership – Certified Photocopy of Transfer Certificate of Title- (TCT) in name of the owner.
 - ii. NFA License on warehousing
- c. Financial requirement
 - i. Income and Business Tax Returns ending 2014

Interested bidders may obtain further information from the RBAC Secretariat.

EDNA R. DE GUZMAN
Assistant Regional Director &
RBAC Chairperson – NFA RO5



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

**NEGOTIATED PROCUREMENT UNDER TWO FAILED BIDDINGS
FOR 2016 WAREHOUSING SERVICES IN THE PROVINCES OF ALBAY, CAM. SUR AND
SORSOGON**

REQUEST FOR QUOTATION

Sir/Madam:

Please quote your lowest price, inclusive of VAT for the provision of 2016 WAREHOUSING SERVICES OF NFA REGION 5 SPECIFICALLY IN THE PROVINCE OF ALBAY, CAM. SUR, AND SORSOGON subject to the attached Terms of Reference (TOR). Submit your quotation to NFA Region 5 BAC Secretariat, duly signed by you or your authorized representative not later than 8:30 AM, February 15, 2016.

EDNA R. DE GUZMAN
Assistant Regional Director
RBAC Chairperson

-oOo-

Sir,

After having carefully read and accepted the Terms of Reference (TOR) for the NEGOTIATED PROCUREMENT UNDER TWO FAILED BIDDINGS FOR 2016 WAREHOUSING SERVICES, the undersigned hereby submits quotation/price offer inclusive of VAT, for the said project, along with other required eligibility documents:

Area /Location	Actual Area of the Warehouse (Sq.M.)	Rate Per Sq. Meter/ Month (Inclusive of VAT)	Rate Per Month (Inclusive of VAT)	Total ABC (March to December, 2016)

Submitted by :

Printed name and Signature of Supplier/Bidder

Telephone No/ Cellphone No/ E-mail Address

Date

TERMS OF REFERENCE

FOR NEGOTIATED PROCUREMENT OF WAREHOUSING SERVICES IN ALBAY, CAM. SUR AND SORSOGON

1. RATIONALE

The NFA, in undertaking its stabilization function, has to lease private warehouses strategically located in producing areas to ensure that farmers have a ready market for their harvest and to accommodate the IMR allocations of Region V for food security and regular sales.

The bidding for the Lease of Warehouse Services will be undertaken to achieve the following:

1. To uphold transparency and accountability
2. To achieve equity, effectiveness, efficiency and economy;
3. To uphold NFA policy to contract on the lease of private warehouse services through Public Bidding considering that warehousing is an important element and considered crucial to the efficient discharge of NFA's function as required for day to day operations; and
4. To award the Contract to prospective bidder whose bid/offer is most advantageous to the government.

2. SUBJECT MATTER OF THE BIDDING

The project shall cover the lease of the privately-owned warehouse located in Albay, Cam. Sur and Sorsogon to wit:

Lot No./ Sub-Lot	Area/ Location	Floor Area Sq.M.	ABC (March to Dec., 2016) (Inclusive of VAT) (Php)
1	ALBAY		
1.e	Ligao Area	400	320,000.00
2	CAM. SUR		
2.a	Pili, Cam. Sur Area (1)	3,000.	2,922,808.00
2.b	Pili, Cam. Sur Area (2)	2,700	2,565,000.00
2.d	San Jose Area	750	644,725.00
2.e	Bombon Area	550	515,700.00
2.f	Iriga Area (1)	860	781,920.00
2.g	Iriga Area (2)	650	589,698.00
3	SORSOGON		
3.a	Irosin Area	420	352,800.00
	GRAND TOTAL		8,692,651.00

Note : The floor area reflected above is rounded off figures. Actual measurement offered in square meter of the warehouse shall be the basis of payment vis-a-vis awarded rate.

3. TECHNICAL SPECIFICATIONS

The Technical Specifications shall focus on the following factors :

TECHNICAL SPECIFICATION

1. Floor Area

Warehouse/s with floor area, more or less, within the aggregate total as stated above.

2. Structural Condition

- a. Roofing System - no signs of leaking
- b. Min roof- Galvanized Iron Sheets or equivalent
- c. Cemented flooring and no patholes
- d. Wall -Concrete or Semi Concrete
- e. Columns-Steel, Wooden or Concrete
- f. Steel Door, Accordion or Wooden Sliding Door
- g. Trusses – Steel or Wooden

3. Available Facilities

- a. Office Space
- b. Comfort Room
- c. Electrical line
- d. Water line and
- e. Preferably with sentry post

4. Flood History

- a. No history of flooding
- b. With operational drainage system

5. Parking Space and Access of Trucks Inside the Warehouse

- a. Preferably warehouse doors and concrete pavement/flooring are suited for entry of trucks to load and unload inside the warehouse.

4. APPROVED BUDGET FOR THE CONTRACT (ABC)

Lot No./ Sub-Lot	Area/ Location	Floor Area Sq.M.	ABC (March to Dec., 2016) (Inclusive of VAT) (Php)
1	ALBAY		
1.e	Ligao Area	400	320,000.00
2	CAM. SUR		
2.a	Pili, Cam. Sur Area (1)	3,000.	2,922,808.00
2.b	Pili, Cam. Sur Area (2)	2,700	2,565,000.00
2.d	San Jose Area	750	644,725.00
2.e	Bombon Area	550	515,700.00
2.f	Iriga Area (1)	860	781,920.00
2.g	Iriga Area (2)	650	589,698.00
3	SORSOGON		
3.a	Irosin Area	420	352,800.00
	GRAND TOTAL		8,692,651.00

Note
: The
floor
area

reflected above is rounded off figures. Actual measurement offered in square meter of the warehouse shall be the basis of payment vis-a-vis awarded rate.

5. ELIGIBILITY REQUIREMENT

For Negotiated Procurement under Two Failed Biddings, the following are the eligibility requirements :

- d. Legal requirement
 - i. Registration Certificate from SEC for corporation; Department of Trade and Industry (DTI) for sole proprietorship; or CDA for cooperative
 - ii. 2016 Mayor's Permit or proof of application for 2016 Mayor's Permit
- e. Technical requirement
 - i. Proof of Ownership – Certified Photocopy of Transfer Certificate of Title- (TCT) or Tax Declaration in the name of the owner.
 - ii. NFA License on warehousing
- f. Financial requirement
 - i. Income and Business Tax Returns ending 2014

6. QUALIFICATIONS OF THE BIDDER

1. Prospective bidders must be owners of the warehouse.
2. The bidder shall submit a bid offer subject to the following conditions:
 - a. The bid offer per square meter shall be equal to, but shall not exceed the approved Authorized Budget rate per square meter.
 - b. The offered floor area in square meters shall be equal to or more than the specific requirement per lot, but the **total bid amount should be equal to or lower than the ABC.**
 - c. Payment of the monthly rental should be based on the awarded floor area of the warehouse.
3. The following shall be eligible to participate in the bidding for the supply of warehousing services:
 - a. Filipino citizens/duly licensed 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%) BELONGS TO CITIZENS OF THE Philippines.
 - e. 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 a 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.

7. OBLIGATIONS OF THE CONTRACTOR

- 7.1. To provide immediate necessary warehousing services as stated on the subject matter of the bidding, and also to provide other facilities such as, but not limited to, lighting fixtures, lamps and other utilities. Provided that the said warehouse/s and facilities are free from odor, toxic and/or hazardous substance, or foreign matters that may cause adulteration/contamination of NFA stocks.
- 7.2. To remove unnecessary materials and equipment from warehouse premises prior to the occupancy.
- 7.3. To undertake incidental repairs and improvements intended to guarantee the complete and unimpaired use of the leased premises.
- 7.4. During occupancy, the Contractor shall undertake necessary repairs of the leased warehouse and other facilities should the same be destroyed/ damaged from any cause whatsoever not attributable to NFA's fault in order to protect the stocks / properties of the latter from theft and/or exposures from the elements of risks.

8. OBLIGATIONS OF NFA

- 8.1. The NFA shall issue to Warehouse Owner (CONTRACTOR) a Notice to Occupy, three (3) calendar days before its actual occupancy with duly approved warehousing contract.
- 8.2. The NFA through the Provincial manager concerned shall issue to Contractor a Certificate of Occupancy upon the actual utilization of the warehouse/s.
- 8.3. The NFA shall use the Leased Premises in accordance with the purpose for which the lease is intended, ordinary wear and tear exempted.
- 8.4. The NFA shall surrender to the Contractor the leased premises upon issuance of Notice of termination of the Contract.
- 8.5. The NFA shall provide necessary facility and equipment in the proper and safe storage of grains in the warehouse/s, such as platform scales, filing cabinets, pallets, empty sacks, tarpaulin canvass, fire extinguishers, tables and chairs.
- 8.6. The services namely: water, electricity, janitorial and security services shall be the account of the NFA.
- 8.7. The billboards, signage and directional signs shall be for the account of NFA.

9. DELIVERY/ACCEPTANCE

Warehouse services shall be considered delivered and accepted upon actual utilization of the warehouse as evidenced by the Notice to Occupy and Certificate of Occupancy issued by the NFA Provincial Manager.

10. LIABILITIES OF THE CONTRACTOR'

- 10.1. If the Contractor fails to effect immediately the necessary repair of the warehouse, and other facilities should the same be destroyed/damaged from any cause whatsoever not attributable to NFA's fault in order to protect the stocks/properties of the latter from theft and/or exposures from the elements of risks, the NFA may avail itself of the following remedies:

- 1.1. NFA may undertake minor repairs, the cost of which shall be chargeable to the Contractor.
- 1.2. Suspension of payment of rent until necessary repair shall have been completed by the Contractor (Articles 1658 New Civil Code)
- 1.3. Rescission of the lease contract plus payment of damages (Articles 1659 of the Civil Code)

11. PAYMENT/COMPENSATION

The NFA shall pay the contractor the rental of the contracted warehouse/s based on the awarded rate per square meter inclusive of VAT per calendar month and/or proportionate part thereof, reckoned from the first day of actual occupancy, subject to the usual accounting and auditing rules and regulations, and upon submission of the Statement of Billing together with the following documents:

1. Contract (1st payment)
2. Notice of Award (1st payment)
3. Notice to Occupy(1st payment)
4. Certificate of Occupancy

12. SPECIAL PROVISIONS

- 12.1. Should the NFA make improvements on the leased premises, it shall have the right to remove the same at the termination of the lease and all improvements therein introduced shall be understood to remain always as property(ies) of the NFA.
- 12.2. Damages on concrete pavement/flooring due to entry of trucks to load /unload shall not be the liability of NFA. NFA shall not be liable for any damages to warehouses due to the negligence of drivers of private hauler contractors.
- 12.3. The NFA shall provide its own security services to secure the leased premises and the contents thereof. The Contractor shall not be answerable for any loss or damages to NFA properties stored in the leased premises due to the following :
 - c.1. Theft or pilferage unless the same is attributable to Contractor, its agent employees or security guards.
 - c.2. Force majeure such as war, civil commotion, fire, earthquake, flood, acts of God or any cause beyond control.
- 12.4. The Contractor shall not charge fees or other incidental expenses to NFA and its clients such as farmers, retailers and truckers on the use of roadways, parking and other open spaces of the warehouse premises.
- 12.5. For violation of the terms and Conditions by the Contractor shall entitle the lessee to a penal sum equivalent to 25% of the total annual rental involved in the contract, without prejudice to other damages and expenses that the NFA may suffer/incur as a consequence of this breach of contract.
- 12.6. The NFA shall not be held responsible or liable for any complaint and claim for damages arising from cross infestation or contamination of psocids and other pests on commodities, tenants, residents in adjacent warehouses/communities.
- 12.7. The NFA reserves the right to terminate the contract at its option specially under the following conditions :

g.1. If the rate of utilization decreases to a level that is no longer operationally efficient for NFA.

g.2. Failure of the Contractor to undertake repairs of the warehouse such that stocks and other logistical facilities/equipments are exposed to elements of risks.

12.8. Pre-termination of Contract

8.1. The contract for warehouse lease may be terminated by either party for failure of the other to comply with the terms and conditions stipulated therein or the warehouse may no longer be needed by NFA. Provided, however that a one (1) month prior written notice shall be given to the other party, without prejudice to whatever course(s) of action has accrued.

8.2. However, if NFA cannot vacate the warehouse on the date the Contractor specifies in his letter notice, the NFA shall notify the Contractor for an extension of the pre-termination of the warehouse citing the reason/causes of its inability to vacate the warehouse and its premises.

13. ARBITRATION

Any and all disputes arising out in connection with the implementation of the present contract covered by RA 9184 shall be submitted to the arbitration of the Philippines according to the provisions of RA No. 876, otherwise known as the "Arbitration Law" and RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". Provided, however, That disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. Provided further, that, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute.

14. DURATION OF THE CONTRACT

The contract shall become effective as of the date the NFA actually occupies the premises evidenced by a certificate of Occupancy issued by the NFA's provincial Managers/Officer-In-Charge as the case may be, and shall expire at the end of the year or upon completion of withdrawal of stocks by the NFA, whichever is applicable, unless sooner terminated for cause. Further, the NFA will exercise the one (1) month prior written notice to the Lessor before the termination of the contract.