



NATIONAL FOOD AUTHORITY
Central Luzon Regional Office
Cabanatuan City



September 11, 2013

FOR : **Dir. AMADEO B. DE GUZMAN**
Regional Manager II, NFA CLRO

FROM : **The NFA Region 3 Bids and Awards Committee**

SUBJECT : **GUIDELINES ON THE NEGOTIATED PROCUREMENT THRU EMERGENCY CASES (SECTION 53.2 OF THE REVISED IRR OF RA 9184) FOR THE LEASE OF TRUCKS AND SERVICE VEHICLES OF NFA REGION 3 TO BE UTILIZED IN ITS PALAY PROCUREMENT OPERATIONS FOR THE MAIN CROPPING SEASON**

Project Reference No. : 2013-RBAC-REGIII-012

The Region III Bids and Awards Committee (RBAC) hereby recommends the following Guidelines of Procurement to be adopted in the conduct of Negotiated Procurement pursuant to Section 53.2 - Emergency Cases (of the Revised IRR of RA 9184) for the Lease of Trucks and Service Vehicles to be used in the palay procurement operations from September-December 2013.

These guidelines shall also be deemed to form, and be read and construed as part of the lease contract for trucks and service vehicles

I. RATIONALE

The Negotiated Procurement for the lease of trucks and service vehicles will be undertaken by NFA Region 3 to award the Lease Contract/s to the bidder/s whose offer is most advantageous to the government, with the aim of augmenting and supporting NFA-owned trucks and service vehicles in mobile palay procurement operations.

The budget for this activity amounting to P18,060,000.00 has been approved per BTFMD-BUD-G-139 dated July 30, 2013.

II. QUALIFICATIONS OF BIDDERS

OWNER/S of trucks with NFA REGISTRATION as Transporter of Grains, will be invited to submit their best final price quotations/offers to the NFA Central Luzon Regional Office Bids and Awards Committee (NFA CLRO-BAC) at specific schedules..

Prospective bidder/s may submit their sealed quotations provided that the **original and two (2) photocopies** of the following eligibility requirements/documents are also submitted to the BAC:

1. Updated Mayor's Permit or Barangay Clearance
2. Updated Police Clearance or NBI Clearance;
3. Proof of truck/vehicle ownership (any of the following):
 - a. OR/CR under the owner's/bidder's name; or
 - b. Deed of Sale for newly acquired truck/vehicle with OR/CR, if same is not yet transferred in the name of the bidder

4. Updated Certificate of Registration issued by NFA as Registered Transporter of Grains;
5. SPA to transact business and enter into contract with NFA for duly authorized representative/s.

III. SCHEDULE OF REQUIREMENTS

The following are the required number of trucks and service vehicles per lot for negotiation with the approved maximum rate per day and the Approved Budget for the Contract (ABC) for the maximum duration of four (4) months or up to December 31, 2013 only.

LOT NO	PROVINCE	TRUCK/ VEHICLE TYPE	MINIMUM CAPACITY/ SEATER	NO. OF UNITS	MAXIMUM RATE/DAY	TOTAL RATE/ MONTH	ABC FOR FOUR (4) MONTHS
1	AURORA	6-WHEELER TRUCK	200 BAGS	1	3,500.00	105,000.00	420,000.00
2	AURORA	6-WHEELER TRUCK	200 BAGS	1	3,500.00	105,000.00	420,000.00
3	BATAAN	6-WHEELER TRUCK	200 BAGS	1	3,500.00	105,000.00	420,000.00
4	BATAAN	6-WHEELER TRUCK	200 BAGS	1	3,500.00	105,000.00	420,000.00
5	BULACAN	6-WHEELER TRUCK	200 BAGS	1	3,500.00	105,000.00	420,000.00
6	BULACAN	6-WHEELER TRUCK	200 BAGS	1	3,500.00	105,000.00	420,000.00
7	N. ECIJA	6-WHEELER TRUCK	200 BAGS	1	3,500.00	105,000.00	420,000.00
8	N. ECIJA	6-WHEELER TRUCK	200 BAGS	1	3,500.00	105,000.00	420,000.00
9	N. ECIJA	6-WHEELER TRUCK	200 BAGS	1	3,500.00	105,000.00	420,000.00
10	N. ECIJA	6-WHEELER TRUCK	200 BAGS	1	3,500.00	105,000.00	420,000.00
11	N. ECIJA	6-WHEELER TRUCK	200 BAGS	1	3,500.00	105,000.00	420,000.00
12	N. ECIJA	6-WHEELER TRUCK	200 BAGS	1	3,500.00	105,000.00	420,000.00
13	PAMPANGA	6-WHEELER TRUCK	200 BAGS	1	3,500.00	105,000.00	420,000.00
14	PAMPANGA	6-WHEELER TRUCK	200 BAGS	1	3,500.00	105,000.00	420,000.00
15	TARLAC	6-WHEELER TRUCK	200 BAGS	1	3,500.00	105,000.00	420,000.00
16	TARLAC	6-WHEELER TRUCK	200 BAGS	1	3,500.00	105,000.00	420,000.00
17	TARLAC	6-WHEELER TRUCK	200 BAGS	1	3,500.00	105,000.00	420,000.00
18	TARLAC	6-WHEELER TRUCK	200 BAGS	1	3,500.00	105,000.00	420,000.00
19	TARLAC	6-WHEELER TRUCK	200 BAGS	1	3,500.00	105,000.00	420,000.00
20	ZAMBALES	6-WHEELER TRUCK	200 BAGS	1	3,500.00	105,000.00	420,000.00
21	ZAMBALES	6-WHEELER TRUCK	200 BAGS	1	3,500.00	105,000.00	420,000.00
22	N. ECIJA	10-WHEELER TRUCK	400 BAGS	1	4,500.00	135,000.00	540,000.00
23	N. ECIJA	10-WHEELER TRUCK	400 BAGS	1	4,500.00	135,000.00	540,000.00
24	TARLAC	10-WHEELER TRUCK	400 BAGS	1	4,500.00	135,000.00	540,000.00
25	TARLAC	10-WHEELER TRUCK	400 BAGS	1	4,500.00	135,000.00	540,000.00
26	TARLAC	10-WHEELER TRUCK	400 BAGS	1	4,500.00	135,000.00	540,000.00
27	TARLAC	10-WHEELER TRUCK	400 BAGS	1	4,500.00	135,000.00	540,000.00
28	TARLAC	10-WHEELER TRUCK	400 BAGS	1	4,500.00	135,000.00	540,000.00
29	N. ECIJA	ELF TRUCK	100 BAGS	1	1,700.00	51,000.00	204,000.00
30	N. ECIJA	ELF TRUCK	100 BAGS	1	1,700.00	51,000.00	204,000.00
31	TARLAC	ELF TRUCK	100 BAGS	1	1,700.00	51,000.00	204,000.00
32	TARLAC	ELF TRUCK	100 BAGS	1	1,700.00	51,000.00	204,000.00
33	TARLAC	ELF TRUCK	100 BAGS	1	1,700.00	51,000.00	204,000.00
34	TARLAC	ELF TRUCK	100 BAGS	1	1,700.00	51,000.00	204,000.00
35	TARLAC	ELF TRUCK	100 BAGS	1	1,700.00	51,000.00	204,000.00
36	AURORA	AUV/VAN	4-7 SEATER	1	2,800.00	84,000.00	336,000.00
37	BATAAN	AUV/VAN	4-7 SEATER	1	2,800.00	84,000.00	336,000.00
38	BULACAN	AUV/VAN	4-7 SEATER	1	2,800.00	84,000.00	336,000.00
39	BULACAN	AUV/VAN	4-7 SEATER	1	2,800.00	84,000.00	336,000.00
40	N. ECIJA	AUV/VAN	4-7 SEATER	1	2,800.00	84,000.00	336,000.00
41	N. ECIJA	AUV/VAN	4-7 SEATER	1	2,800.00	84,000.00	336,000.00
42	PAMPANGA	AUV/VAN	4-7 SEATER	1	2,800.00	84,000.00	336,000.00
43	PAMPANGA	AUV/VAN	4-7 SEATER	1	2,800.00	84,000.00	336,000.00
44	TARLAC	AUV/VAN	4-7 SEATER	1	2,800.00	84,000.00	336,000.00
45	TARLAC	AUV/VAN	4-7 SEATER	1	2,800.00	84,000.00	336,000.00
46	TARLAC	AUV/VAN	4-7 SEATER	1	2,800.00	84,000.00	336,000.00
47	ZAMBALES	AUV/VAN	4-7 SEATER	1	2,800.00	84,000.00	336,000.00
					TOTAL	4,515,000.00	18,060,000.00

Rate/s per day per LEASED TRUCK is inclusive of VAT and all expenses such as, but not limited to driver's wage, gas and oil, and other maintenance expenses. Rate/s per day per LEASED SERVICE VEHICLE is inclusive of all expenses such as, but not limited to driver's wage, gas and oil, and other maintenance expenses.

Consistent with Central Office instruction per _____, the utilization of service vehicles shall only be continuous for fifteen (15) calendar days at the most. After which, there shall be a gap of at least one (1) day which could fall on a Saturday, Sunday or a holiday.

IV. CONDUCT OF THE NEGOTIATED PROCUREMENT

1. The Central Luzon Regional Office BAC Secretariat shall post the Notice of Negotiated Procurement, Procurement Guidelines and Request for Quotation in the PhilGEPS and NFA websites, and in conspicuous places in the provincial offices of NFA Region 3.
2. The Notice of Negotiated Procurement shall also be disseminated by the concerned province/end-user to prospective lessors in their respective areas.
3. Prospective/Interested bidder/s shall submit their sealed quotation/s per lot together with the **original and two (2) photocopies** of the required eligibility documents to the NFA Region 3 BAC at the CLRO Conference Room in Cabanatuan City upon payment of a non-refundable bidding fee of P500.00 per lot.
4. The opening of eligibility requirements and sealed quotations shall be conducted at the CLRO Conference Room on **September 27, 2013 at 2:00 PM.**
5. COA and other third party observers shall be invited in all stages of the Negotiated Procurement.

V. CONDITIONS IN THE DETERMINATION OF LOWEST CALCULATED RESPONSIVE BID (LCRB) OFFERS

1. Bid offers/Quotations must not exceed the approved rate per day.
2. In case of tie in the Lowest Calculated Bid (LCB) between two bidders for a particular lot, this shall be resolved through "toss coin" or any game of chance to be resolved by the RBAC. In case of triple tie or three (3) or more bidders quoting the same LCB, it shall be resolved through drawing of lots.
3. The lowest price offer in the lots bid after post qualification evaluation to be conducted by the Provincial Procurement Committee, will be declared as the Lowest Calculated and Responsive Bid (LCRB).

VI. ISSUANCE OF NOTICE OF AWARD AND SIGNING OF LEASE CONTRACTS

1. The RBAC TWG shall evaluate/verify/validate the submitted eligibility documents and offered rates/price quotations as basis for the issuance of Notice of Award.
2. Upon issuance of the Notice of Post-Qualification, the Notice of Award to the winning contractor/lessor shall be prepared by the RBAC TWG and shall be signed by the Head of

Procuring Entity (HOPE)/Regional Director to be forwarded to the concerned Provincial Office.

3. The Provincial Office concerned shall prepare the Lease Contract Agreement for signature of the Contractor/Lessor, Witness for the Contractor/Lessor, Provincial Manager and Provincial Accountant.
4. The Lease Contract Agreement shall then be forwarded to the CLRO c/o Marketing Operations section for the signature of Head of Procuring Entity (HOPE)/Regional Director.
5. The contract duration shall be until December 31, 2013.

VII. SCOPE OF THE LEASE CONTRACT

The prospective bidder/contractor shall provide trucks which are in good running condition, with licensed and competent drivers to be deployed in various areas or warehouses in the different provincial offices/branches of NFA-Region III for a minimum number of eight (8) hours a day.

The following activities shall be covered in the contract of lease/rental of trucks for palay procurement operations:

1. Collection/Pick-up/Delivery of palay from NFA Buying Stations, pick-up point and assembly points to the designated NFA warehouses.
2. Mobile Procurement of Palay.
3. Other operational related activities in pursuit of NFA palay procurement operations

The leased service vehicles shall be for a minimum number of eight (8) hours a day within fifty (50) kilometer radius from NFA Provincial Office, to be documented by Daily Vehicle Dispatch Slip and Daily Trip Ticket.

VIII. OBLIGATIONS OF NFA

A. NOTICE TO PROCEED

The Head of Procuring Entity (HOPE)/Regional Director shall issue the **Notice to Proceed** for hauling services to be utilized in the palay procurement operations. Upon issuance of the Notice to Proceed, the concerned Provincial Manager shall issue a **Notice of Truck/Vehicle Need** to the contractor specifying duration and deployment of the trucks/service vehicles. This deployment shall be covered with a **Daily Vehicle Dispatch Slip** duly approved by the Provincial Manager or his duly authorized/designated employee.

The NFA employee/passenger, after each trip shall fill-out all the information required in the trip ticket and affix his/her signature as proof of use.

B. PAYMENT

The NFA Provincial Office/end-user shall pay the lessor the agreed price on a bi-monthly basis, for the **actual number of days** the vehicles (trucks and service vehicles) are used.

C. TRUCKDRIVERS AS WITNESS IN WEIGHING

The NFA shall, at all times, allow the duly authorized driver/s of truck/s to be deployed, to witness the weighing of the stocks to be loaded on his truck, to verify the entries being made in the documents prior to affixing his signature thereon. The truck driver shall maintain a log book of the details of his load as indicated in the WSI/WSR issued to him.

Specifically for pick-up of palay from farmer assembly point, the following instructions are given to truck drivers:

- The driver must count the number of bags loaded on trucks during pick-up of palay stocks of farmers to be delivered to nearest NFA buying stations/receiving warehouse where resacking, classification and weighing will take place.
- The driver and farmer-owner will jointly sign the pick-up and delivery form indicating the name of farmer/s and number of bags loaded.
- The driver must see to it that the farmer/s are passengers of the truck while the stocks are in transit to the nearest NFA buying station.
- The driver must count the number of bags loaded in the truck before affixing his signature to the pick-up and delivery form, or any related document supporting the actual number of bags loaded.

D. INSPECTION OF VEHICLES

The NFA shall inspect the trucks and service vehicles being leased to check their road worthiness prior to deployment to ensure protection of NFA employees, stocks and other properties being transported. The inspection shall not diminish the liability of the truckers/service vehicle contractor/s for any loss or damage arising therefrom.

E. PAYMENT PROCEDURES

Payment of lease/rental fee to the contractor shall be made by NFA subject to the usual auditing and accounting rules and regulations as follows:

1. Payment shall be made on a bimonthly basis through the usual voucher system at the Provincial Office where the trucks and service vehicles are deployed. Basis of payment shall be the agreed rate and the **actual number of days** the vehicles were used.
2. The contractor shall bill and submit duly accomplished voucher(s) together with all pertinent supporting documents. For service vehicles, billing shall be for a 2-week period utilization.
3. In the event that the contractor fails to render a full eight (8) hours per day service for causes attributable to the fault or negligence of same, a corresponding reduction in the payment for the use of the trucks and service vehicle shall be made proportionate to the number of hour/s the Contractor failed to render service.
4. For non-utilization of the trucks and service vehicles upon NFA's notice/dispatch, NFA is going to issue a certification indicating the reasons for such. The certification will be used to support claims for payment by the contractor, in addition to the vehicle's official driver's logbook entry maintained by the NFA.
5. NFA shall pay the contractor for the services rendered at the contracted rate inclusive of VAT after deducting the losses and damages to NFA properties, if any, as stipulated under Section IX.C. Obligations of the Contractor.
6. Payments for services rendered shall be made within seven (7) working days after the bimonthly cut-off date subject to the usual NFA and COA accounting and auditing procedures upon submission of the following:

6.1 FIRST BILLING

- 1.1 Accomplished voucher
- 1.2 Statement of Accomplishment (with the copy of WSR in case of trucking services)
- 1.3 Duly Accomplished Notice of Truck Need, Daily Trip Tickets, Daily Vehicle Dispatch Slips
- 1.4 Notice of Award (photocopy)
- 1.5 Notice to Proceed (photocopy)
- 1.6 Lease Contract Agreement Form (photocopy)
- 1.7 Statement of Billing

6.2 SUCCEEDING BILLING

- 1.1 Accomplished voucher
- 1.2 Statement of Accomplishment (with the copy of WSR in case of trucking services)
- 1.3 Duly Accomplished Daily Trip Tickets/Daily Dispatch Slips
- 1.4 Statement of Billing

IX. OBLIGATIONS OF THE CONTRACTOR

A. TRUCK DEPLOYMENT

- 1. Trucks shall be dispatched in areas to be designated by NFA Provincial Manager or authorized employee. Deployment shall be done promptly to ensure maximum utilization of the vehicles on the intended activities.
- 2. Failure of the contractor to provide the required number of units as offered in the bidding which will cause the delay or disruption in the delivery of NFA services will be subject to the payment of penalty equivalent to ten percent (10%) of the trucking cost of the unperformed services. Payment shall be effected through deduction from the voucher claims.
- 3. Upon issuance of the Notice to Proceed, the winning contractor shall commit all offered trucks until the completion of the contract and SHALL NOT BE USED/OFFERED TO ANY PARTY FOR THE DURATION OF THE SERVICES REQUIRED, ALL UNITS COVERED WITH EXISTING NFA CONTRACTS OR ANY OTHER TRUCKING CONTRACTS ARE INELIGIBLE FROM BEING OFFERED FOR THIS PARTICULAR BIDDING.
- 4. To provide sufficient covers (covered van, drop side with rope and tarpaulin cover) to trucks to protect the cargoes from natural elements as well as the provision of necessary logistics to the drivers such as meals and snacks, cash allowance for gas and oil, and vulcanizing, to ensure continuity of its hauling operations.
- 5. The owner shall submit photocopy of the following to the concerned provincial office prior to dispatch:
 - a. Special Power of Attorney (SPA) of driver from the owner
 - b. Latest ID pictures
 - c. Photocopies of driver's license
 - d. Community Tax Certificate
 - e. Police Clearance from Driver's Residence
- 6. Trucks and service vehicles must be at the NFA Office compound at 7:30 a.m, properly refueled and ready for dispatch. The driver shall report to the designated dispatcher for assignment.

B. SUBSTITUTE TRUCKS/DRIVER(S)

1. The contractor **shall provide a replacement truck** in case of emergency/mechanical breakdown of unit to ensure the continuity of the delivery of services. A report shall be submitted by the designated NFA employees citing therein, the unit's breakdown and reason/s or cause/s of the breakdown. The NFA designated inspector shall immediately effect inspection/verification and submit a report to the Provincial Manager.
2. The contractor shall submit photocopy of the corresponding OR/CR of replacement truck/s to the concerned NFA Provincial Manager.
3. The contractor shall be held liable for losses and damages pursuant to Item IX.C on the Obligations of the Contractor.
4. Should there be change/substitution of driver(s)/representative(s), the contractor shall notify the NFA in writing and submit the photocopy of the following requirements:
 - a. Special Power of Attorney (SPA) of driver from the owner
 - b. Latest ID pictures
 - c. Photocopies of driver's license
 - d. Community Tax Certificate
 - e. Police Clearance from Driver's Residence

C. DISCIPLINE/MISCONDUCT/MISDEMEANOR OF DRIVERS/ TRUCK/ HELPERS/ DAMAGES TO PROPERTIES

Losses or damages to properties, harm and injury to third parties to include its passengers arising from any misconduct, misdemeanor or any untoward incident or accidents caused by the driver's reckless driving and imprudence inside or outside NFA owned and leased warehouses, shall be the responsibility and liability of the contractor. Similarly, any accident, harm, injury or death or damage to property of any third party shall be the liability of the contractor.

NFA reserves the right to request in writing replacement of undisciplined, disobedient, discourteous and reckless drivers.

D. BILLING

The contractor shall submit a Statement of Billing for his trucking claims and attach the required documents.

X. SPECIAL PROVISIONS

1. EMPLOYER-EMPLOYEE RELATIONSHIP - There shall be no employer-employee relationship between the NFA and the Contractor's employees. Hence, NFA shall not be liable for claims that may arise under the ECC, SSS, Philhealth, Minimum Wage Law, and other related laws and Social Legislation, Rules and Regulations. Likewise, NFA shall not be held responsible for any claims of third persons arising from vehicular accidents, contractor's employees' fault and/or negligence, reckless imprudence of drivers, or for any contraband goods found inside the Contractor's trucks.

2. OPTIMUM UTILIZATION - The trucks and service vehicles shall be ready for mobilization at all times during working days, for a minimum eight (8) hours a day operation.

In cases when the trucks and service vehicles are dispatched but not used without fault on the part of the contractor, the concerned Provincial Manager or his authorized representative shall

issue a certification justifying non-use of the vehicle which shall be the basis for payment to the contractor.

3. THIRD PARTY LIABILITY INSURANCE (TPL) - Within three (3) working days upon receipt of Notice to Proceed (NTP) the contractor shall secure and submit to NFA-Region III, Cabanatuan City a **Third Party Liability Insurance Coverage** of at least P100,000.00 per truck and service vehicles from the government and/or any accredited private insurance company covering TPL for bodily injury. This TPL is separate and distinct from TPL for damaged properties.

XI. EFFECTIVITY AND DURATION OF THE CONTRACT

The contract shall become effective upon signing by both parties and shall be until December 31, 2013.

XII. ENTIRETY CLAUSE

The Contract to be signed by both parties shall be understood to contain all the agreement between the parties and all bid documents considered as integral part of the contract. No alterations, amendments, and/or modifications to the Contract shall be considered valid unless agreed by both parties contained in a duly notarized document.

XIII. VENUE OF ACTION

Legal actions arising out of or relating to this contract shall be filed with any of the competent courts of Quezon City Philippines.

NFA REGION 3 BIDS AND AWARDS COMMITTEE

MARIETTA J. ABLAZA
Provincial Manager – NFA Tarlac

JAIME R. JUAN
Provincial Manager – NFA Zambales

ADELAIDA C. NUESTRO
Provincial Manager – NFA Bataan

ELVIRA C. OBAÑA
Provincial Manager - NFA Pampanga

GERRY J. AMBROSIO
Provincial Manager – NFA Aurora

GEORGE R. ROCA
Provincial Manager – NFA Nueva Ecija

SERAFIN M. MANALILI
Provincial Manager – NFA Bulacan/
Vice – Chairperson

ANGEL G. IMPERIAL, JR.
Assistant Regional Manager/
Chairperson

APPROVED:

AMADEO B. DE GUZMAN
Regional Manager II/
Head of Procuring Entity



NATIONAL FOOD AUTHORITY
 Central Luzon Regional Office
 Cabanatuan City



**LEASE OF TRUCKS AND SERVICE VEHICLES FOR NFA PALAY
 PROCUREMENT OPERATIONS FOR 2013 MAIN CROPPING SEASON**
Project Reference No. : 2013-RBAC-REGIII-012

REQUEST FOR QUOTATION

September 19, 2013

Sir/Mam:

Please quote your lowest price, inclusive of VAT, for the lease of your truck and/or service vehicle by filling-up the table below, subject to the attached Procurement Guidelines, and submit your quotation duly signed by your or your authorized representative not later than _____, 2013.

ANGEL G. IMPERIAL, JR.
 Assistant Regional Manager II/
 RBAC Chairperson

- Note :**
1. All items must be typewritten.
 2. Price quotation/s must not exceed the Approved Rate per Day
 3. Attach original and certified true copy of the required eligibility documents.
 4. Rate/s per day per truck are inclusive of VAT and all expenses such as, but not limited to driver's wage, gas and oil, and other maintenance expenses. Rate/s per day per service vehicle are inclusive of all expenses such as, but not limited to driver's wage, gas and oil, and other maintenance expenses.
 5. The price offer shall not be subject to any increase for whatever reason including in cases of devaluation/inflation during the entire duration of the contract.

LOT NO	PROVINCE	TRUCK/ VEHICLE TYPE	MINIMUM CAPACITY/ SEATER	NO. OF UNITS	MAXIMUM RATE/DAY	TOTAL RATE/ MONTH

After having carefully read and accepted your Invitation and Procurement Guidelines, I submit my quotation on the item at prices noted above, along with the other required eligibility documents.

Printed Name / Signature of Supplier

Name of Firm / Company

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

Date