



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

Ref.: Negotiated Procurement (Two Failed Biddings)

Invitation No. 2016-___

INVITATION TO SUBMIT QUOTATION FOR NEGOTIATED PROCUREMENT
(TWO FAILED BIDDINGS) FOR 2017 PROCUREMENT OF HAULING SERVICES
FOR NFA REGION V

NOTICE IS HEREBY GIVEN that the National Food Authority Regional Office V at Legazpi City, thru its Bids and Awards Committee invites all truck owners for a negotiated procurement (two failed biddings) for 2017 PROCUREMENT OF HAULING SERVICES FOR NFA REGION V. The description of the lot and the corresponding Approved Budget for the Contract (ABC) is as follows:

Lot No.	Routes	Distance	Rate	Volume	ABC(₱) Inclusive of VAT
	(Vice Versa)	(km.)	Per Bag		
Lot 4	Intra-Prov'l. Transfer - Catanduanes				
	Pier to :				
	NFA Virac Warehouses	4	6.60	252,000	1,663,200.00
	NFA Whse., Virac to :				
	Pandan Whse.	107	58.00	20,000	1,160,000.00
	SUB-TOTAL			272,000	2,823,200.00
Lot 5	Intra-Provincial Transfer-MBT				
	Pier to :				
	NFA Masbate Whse.	1.3	5.00	270,000	1,350,000.00
	SUB-TOTAL			270,000	1,350,000.00
	GRAND TOTAL			542,000	4,173,200.00

Eligible truck owners are required to submit their bid proposals, in four (4) copies, one (1) original and three (3) photo copies, in sealed envelopes to the RBAC Secretariat, 2nd floor, NFA Regional Office Building, Pier Site, Legazpi City.

Submission and Opening of sealed offers shall be on January 25, 2017 at 2:00 pm together with the Photocopies of the following documents:

FIRST ENVELOPE- Eligibility Requirements and Technical Documents

A. Class “A” Documents

1. Legal Documents

- a. Registration Certificate from DTI for sole proprietorship, SEC for partnership, joint venture and corporation, or CDA from 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’s/ 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);

2. Technical Documents

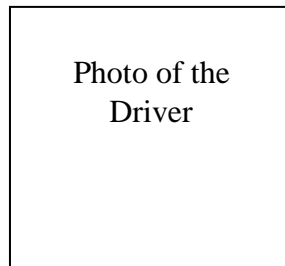
- a. Certificate of PhilGEPS Registration.
- b. List of Trucks:
 1. For owned trucks
 - i. List of trucks indicating related information using the format below

Plate No.	Type/Make of Truck	Cert. of Reg. No.	Official Receipt	
			No .	Date Paid

(Use separate sheet if necessary)

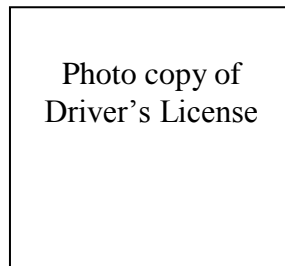
- ii. Photocopy of LTO Certificate of Registration (CR) and Official Receipt
- iii. NFA registration as Grains Transporter or NFA Official Receipt evidencing payment of registrations fees.
- iv. Photo copy of Deed of Sale for the purchased second hand TH trucks, if LTO CR is not yet in the name of the bidder.
- v. Certification that all trucks owned/leased is free from any encumbrance.

- b. For Leased trucks
 - a. Photo copy of Notarized Lease Contract or Agreement
 - b. Must submit documents specified in items h.1.i to h.1.iii and h.1.v.
- c. List of Drivers indicating the plate number of the truck, his specimen signature, photo copy of valid driver's license and 2 x 2 pictures (original and not photo copy).



Specimen Signature

Plate Number of Truck Assigned



- d. 2 x 2 picture with accompanying three (3) specimen signatures of the bidder or his/ her duly authorized representative named in the authority of signatory/ SPA for bidding purposes only;
- e. Bidder's Certification allowing NFA V RBAC to conduct physical inspection of the trucks to be utilized in the Hauling activities, and further validation of documents submitted such as BIR Tax Clearance, Mayor's Permit and similar documents;
- f. Notarized Certification that the List of Trucks submitted for the project is not committed/ offered/ contracted to other government agencies and private entities during the duration of the stock transfer operations.

3. Financial Documents

- a. 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.

4. Omnibus Sworn Statement

Interested bidders may obtain further information from the RBAC Secretariat c/o **Ms. Catalina D. Jaylo** with tel. no. 052-480-7933.

(SGD.) **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 (SEC. 53.1- TWO FAILED BIDDINGS)
 FOR 2017 PROCUREMENT OF HAULING SERVICES FOR NFA REGION V
 REQUEST FOR QUOTATION**

January 16, 2017

Sir/Madam:

Please quote your lowest price inclusive of VAT for the provision of Hauling Services for NFA Region V, subject to the attached TERMS OF REFERENCE (TOR).

Submit your quotation, in four (4) copies to the NFA Region 5 BAC Secretariat, duly signed by you or your authorized representative not later than January 25, 2017 at 2:00 pm.

EDNA R. DE GUZMAN
 Assistant Regional Director
 RBAC Chairperson

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Madam:

After having carefully read and accepted the Terms of Reference (TOR) for the NEGOTIATED PROCUREMENT –TWO FAILED BIDDINGS (SECTION 53.1 OF THE REVISED IRR OF RA9184) FOR THE HAULING SERVICES OF NFA REGION V, the undersigned hereby submits quotation/price offer inclusive of VAT, for the said project, along with other required eligibility documents:

Lot No.	Routes	No. of Trucks Req.	Distance	Volume	BID OFFER**	
	(Vice Versa)		(km.)		Rate per Bag	Amount
Lot 4	Intra-Prov'l. Transfer - Catanduanes	Six (6) 6 wheeler with at least 250 bags capacity				
	Pier to :					
	NFA Virac Warehouses		4	252,000		
	NFA Whse., Virac to :					
	Pandan Whse.		107	20,000		
	SUB-TOTAL			272,000		
Lot 5	Intra-Provincial Transfer-MBT	Five (5) 6 wheeler with at least 300 bags capacity				
	Pier to :					
	NFA Masbate Whse.		1.3	270,000		
	SUB-TOTAL			270,000		
	GRAND TOTAL			542,000		

****Inclusive of VAT**

If our quotation is accepted, we undertake to provide a performance security in the form, amount and within the time specified in the TOR.

Printed name and Signature of Supplier/Bidder

Telephone No/ Cellphone No/ E-mail Address

Date

TERMS OF REFERENCE
2017 PROCUREMENT OF HAULING SERVICES FOR NFA REGION V
(NEGOTIATED PROCUREMENT- TWO FAILED BIDDINGS)

I. SCOPE OF THE CONTRACT

Provision of the required number of trucks for trucking/hauling services for the transfer and delivery of grains from the designated points of origin to the respective destination within the island provinces of Catanduanes and Masbate.

A. *Quantity and Number of Trucks Required.*

Stocks to be transferred are imported rice allocation from the warehouses of Albay with an estimated volume of 542,000 bags. This should be transferred using a total of 11 units of 6-wheeler trucks from the ports of Virac, Catanduanes and Masbate City to the designated receiving warehouses located in the provinces of Catanduanes and Masbate. A total of 20,000 bags will also be transferred from NFA Virac Warehouse to Pandan Warehouse.

The quantity was derived from the approved 2017 Scenario 2 Marketing Plan.

- B. *The prospective bidder may bid for one or more lots or for all the lots***, provided that he/she has the capacity to comply with the total minimum number of trucks required, which is 6 units of 6-wheeler trucks for lot 4 and 5 units of 6-wheeler trucks for lot 5 or a total of 11 units of ten wheeler trucks.

C. *Coverage of the Project.*

Lot 4 shall cover the intra provincial transfer from the Virac Port to the NFA warehouses in Virac, Catanduanes and from Virac Warehouse to Pandan Warehouse.

Lot 5 shall cover the intra provincial transfer within the province of Masbate.

II. PRICES (APPROVED BUDGET OF THE CONTRACT)

Hereunder are the established routes subject for bidding and their respective ABC:

Lot No.	Routes	Distance	Rate	Volume	ABC(₱) Inclusive of VAT
	(Vice Versa)	(km.)	Per Bag		
Lot 4	Intra-Prov'l. Transfer - Catanduanes				
	Pier to :				
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	NFA Masbate Whse.	1.3	5.00	270,000	1,350,000.00
	SUB-TOTAL			270,000	1,350,000.00
	GRAND TOTAL			542,000	4,173,200.00

III. ELIGIBILITY REQUIREMENTS

For purposes of determining the eligibility of the bidders using the non-discretionary “pass/ fail” criteria stated in Section 23.5 of the Revised IRR of R.A. 9184, the prospective bidders shall submit the following requirements:

FIRST ENVELOPE- Eligibility Requirements and Technical Documents

B. Class “A” Documents

5. Legal Documents

- d. Registration Certificate from DTI for sole proprietorship, SEC for partnership, joint venture and corporation, or CDA from cooperatives;
- e. 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;

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

6. Technical Documents

- g. Certificate of PhilGEPS Registration.

- h. List of Trucks:

2. For owned trucks

- i. List of trucks indicating related information using the format below

Plate No.	Type/Make of Truck	Cert. of Reg. No.	Official Receipt	
			No.	Date Paid

(Use separate sheet if necessary)

- ii. Photocopy of LTO Certificate of Registration (CR) and Official Receipt

- iii. NFA registration as Grains Transporter or NFA Official Receipt evidencing payment of registrations fees.
 - iv. Photo copy of Deed of Sale for the purchased second hand TH trucks, if LTO CR is not yet in the name of the bidder.
 - v. Certification that all trucks owned/leased is free from any encumbrance.
 - b. For Leased trucks
 - c. Photo copy of Notarized Lease Contract or Agreement
 - d. Must submit documents specified in items h.1.i to h.1.iii and h.1.v.
- i. List of Drivers indicating the plate number of the truck, his specimen signature, photo copy of valid driver's license and 2 x 2 pictures (original and not photo copy).

<div style="border: 1px solid black; width: 180px; height: 120px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <p>Photo of the Driver</p> </div>	<div style="border-bottom: 1px solid black; width: 150px; margin: 0 auto; height: 20px;"></div> <p>Specimen Signature</p>
<p>Plate Number of Truck Assigned</p>	
<div style="border: 1px solid black; width: 180px; height: 120px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <p>Photo copy of Driver's License</p> </div>	<div style="border-bottom: 1px solid black; width: 150px; margin: 0 auto; height: 20px;"></div>

- j. 2 x 2 picture with accompanying three (3) specimen signatures of the bidder or his/ her duly authorized representative named in the authority of signatory/ SPA for bidding purposes only;
 - k. Bidder's Certification allowing NFA V RBAC to conduct physical inspection of the trucks to be utilized in the Hauling activities, and further validation of documents submitted such as BIR Tax Clearance, Mayor's Permit and similar documents;
 - l. Notarized Certification that the List of Trucks submitted for the project is not committed/ offered/ contracted to other government agencies and private entities during the duration of the stock transfer operations.
- 7. Financial Documents
 - b. 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.

8. Omnibus Sworn Statement

IV. TERMS OF PAYMENT

1. The basis of payment shall be the actual volume loaded, transported, and received at the point of destination or coverage project under item I.C referring to coverage of the project, at the contracted trucking/hauling rate after deducting the losses, shortages and damages, if any, subject to the usual accounting and auditing rules and regulations. Further, submission of a Statement of Billing is required with attachments as follows :

- 1.1 Notice of Award (photocopy – first payment only)
- 1.2 Contract (photocopy – first payment only)
- 1.3 Statement of deliveries together with the original copies of WSIs from issuing warehouses & WSRs from receiving warehouses.
- 1.4 Original copies of Joint Memorandum of Undertaking of the Contractor's driver and NFA's WSII.

For second and succeeding billing statements, only items 1.3 and 1.4 shall be attached.

V. TAXES

For payment purposes, the following taxes shall be applied:

1. 2% Expanded Withholding Tax (Income Tax)
2. 5% Withholding of VAT

VI. PERFORMANCE SECURITY

1. To guarantee the faithful performance of its obligations under the contract in accordance with the Bidding Documents, the winning bidder shall post a performance security within maximum of ten (10) calendar days from receipt of the Notice of Award and in no case later than the signing of the contract.
2. The performance security shall be in 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 (5) percent
b. Bank draft, guarantee or irrevocable Letter of Credit issued by a Universal or Commercial Bank.	Five (5) percent
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 (30) percent

VII. OBLIGATIONS OF NFA

1. The NFA shall issue the Notice to Proceed for the delivery of NFA stocks for the specified routes upon signing of the contract and posting of Performance Security.
2. The NFA shall notify the contractor in advance prior to the loading to prepare the necessary trucks, equipment and logistics transporting the cargoes.
3. NFA shall issue to the drivers the following documents, Joint Memorandum of Undertaking, Warehouse Stock Issue (WSI) for issuance of stocks from the issuing warehouse; Warehouse Stock Receipt (WSR) for receipt of stocks from the receiving warehouse.
4. The NFA shall allow at all times the duly authorized driver/s of trucks to witness the weighing of the stocks at the issuing and receiving warehouses to verify the veracity of the entries being made in the documents prior to affixing his signature thereon.
5. NFA has the option to provide escort/s in the transfer of NFA rice and should ensure that the cargo is properly secured. It shall conduct inspection of the truck, cargoes and other trucking documents. The exercise of this option, shall not however, exempt the contractor from liability on shortage(s) that may be incurred while cargoes are in transit.
6. The NFA has the option to inspect the delivery trucks to ensure their road worthiness prior to deployment. The inspection shall not diminish the liability of the truckers for any loss or damage arising there from.
7. The NFA shall pay the Contractor based on the actual volume loaded, transported and received at the contracted trucking/hauling rate after deducting the losses, shortages and damages based on replacement cost, if any, subject to the usual accounting and auditing rules and regulations.

VIII. OBLIGATIONS OF CONTRACTOR

1. Upon NFA's issuance of the Notice to Proceed, the winning bidder/contractor shall commit the number of truck units as offered in the bidding until the completion of the contract and shall not be used/offered to any party for the duration of the trucking operations.
2. The contractor shall provide trucks that are suited for grains cargo transport, do not have holes on the flooring to avoid pilferage/spillage, free from objectionable odor, toxic and hazardous substances and foreign matter/dirt that may cause damage and/or adulteration/contamination of rice stocks.
3. Contractors shall provide trucks with drivers and/or representatives who are authorized to sign documents and constituted as agent or attorney – in – fact of the contractor. The number of drivers should match with the number of trucks.
4. Contractor may provide additional truck units to expedite completion of delivery of awarded volume. In the event that there is mechanical breakdown, the Contractor shall provide a replacement truck to ensure the delivery of NFA rice on time. Trucks to be

used as replacement should be classified as Trucks for Hire (TH), per par. VIII Eligibility Requirements, Item f.1.iii.

5. The Contractor is to be held liable for the losses, shortages and damages on any of the grains/stocks (number of bags and weight) under his custody upon loading to the trucks up to the time said grains/stocks are unloaded and duly acknowledged as received by the authorized NFA representative at the NFA designated receiving points.
6. The Contractor shall provide sufficient tarpaulin covers and other necessary logistics to protect the rice cargoes from bad weather elements to ensure continuity of hauling operation.
7. The Contractor shall provide truck helper at his own account.
8. The contractor shall notify the NFA in writing immediately in the event of delay under the following circumstances:
 - 8.1. Impassable roads/landslides/detours
 - 8.2. Collapsed/impassable bridges
 - 8.3. Other events causing delay, i.e. mechanical breakdown, hijacking, theft, robbery.

IX. TECHNICAL SPECIFICATIONS:

<u>Usage Classification</u>	<u>Load Capacity</u>	<u>Truck Type</u>
Intra- Provincial (CTD)	250 bags	Six Wheeler
(MBT)	300 bags	Six Wheeler

Preferably Land Transportation Office (LTO) Registered Truck for Hire (TH) Trucks, in good running condition.

X. INSPECTION

The RBAC technical working group shall conduct inspection of trucks of the winning bidder during the post qualification process and shall issue certification as to the result.

XI. PENALTIES/LIQUIDATED DAMAGES

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactory deliver without justifiable reason 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 NFA 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 NFA shall rescind the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

XII. LIABILITIES OF THE CONTRACTOR

1. The Contractor shall be obliged to provide the number of trucks offered in the bidding. The failure of the Contractor to comply with this obligation shall give rise to the following:
 - a. Permanent failure to provide the required number of trucks shall rescind the contract, without prejudice to an action for damages. In this case, the NFA shall conduct bidding for trucking/hauling services.
 - b. Temporary failure either total or partial (e.g. mechanical breakdown, etc.) to provide the required number of trucks shall give NFA the option to avail any of the following:
 - b.1. Get the services of another hauler under the same terms at the contractor's expense until the latter can comply with his obligation;
 - b.2. Compel the Contractor for specific performance plus damages; or
 - b.3. Rescission of the contract with damages in the event a new bidding of hauling services should be conducted.
2. To be held liable for the losses and damages in the number of bags of the stocks and containers of NFA rice which are in his custody upon loading the same to the trucks/replacement trucks up to the time that said stocks are unloaded/received at the designated destination/warehouses.
3. Losses of NFA arising from the incidence of hijacking or road accidents of trucks resulting to looting, theft and robbery of stocks shall be for the account of the trucker. This is without prejudice to the filing of claims due to the said contract.

XIII. SETTLEMENT OF DISPUTES

1. If any dispute or difference of any kind whatsoever shall arise between the NFA 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 and agreement.
2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the NFA 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.
3. As provided in Section 59.2 of Rule XVII on Settlement of disputes of the IRR of R.A. 9184, any and all disputes arising from the implementation of a contract covered by the Act and this IRR shall be submitted to arbitration in the Philippines according to the provisions of the Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act No. 9285, otherwise known as "Alternative Disputes 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. The process of arbitration shall be incorporated as a provision in the contract that will be executed pursuant to the provisions of the Act and this IRR: Provided, however, that, by

mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

XIV. GROUNDS/PROCEDURE FOR CONTRACT TERMINATION

The following provisions shall govern the procedure 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 procuring Entity (HOPE) 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) afore-mentioned, and a statement of the acts constituting the same;
 - ii. The extent of termination, whether in whole or in part;
 - iii. An instruction to the Supplier to show causes as to why this Contract should not be terminated; and
 - iv. Special instructions of the NFA, 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 HOPE 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 HOPE shall issue an order terminating this Contract;
- e) The NFA may, at any time before the 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 HOPE 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 NFA Region V HOPE 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 NFA Region V HOPE; and
- h) The Supplier must serve a written notice to the NFA 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 NFA.

XV. ASSIGNMENT OF RIGHTS

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

XVI. AMENDMENT OF CONTRACT

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.

XVII. SPECIAL PROVISIONS

1. Since operational activities vary depending on the situation prevailing at that time and may affect the volume of stocks to be transferred, the phrase "a maximum of" shall be included in the contract to allow for flexibility in the actual volume to be transferred. As such, the volume awarded is not a guarantee that the total volume will be transferred and may be reduced as warranted depending on the operational requirements.
2. The Contractor shall be granted 0.28% Tolerable Allowance (TOLA) per truck per trip basis for shortages/losses based on weight at the origin. Should the shortages exceed the TOLA, the Contractor shall pay the excess based on the replacement cost of the stocks/containers. The 0.28% TOLA shall not apply if pilferage/theft/looting is established after proper investigation. The replacement cost shall be based on the latest available replacement cost existing at the time of loss of stocks for hauling as imposed by the NFA. The Contractor shall settle his shortages by payment in cash or effect the payment through deduction from the voucher claim.
3. Deployment of trucks to warehouse shall be determined by the designated dispatcher of NFA.
4. It is to be understood and mutually agreed that 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, Medicare, Minimum Wage Law, and other related laws. Likewise, NFA shall not be held responsible for any claims of third persons arising from vehicular accidents and/or negligence of contractor's employees or for any contraband goods found inside the Contractor's trucks.
5. In the event that the driver(s)/representative(s) are prevented by any NFA employee from witnessing the weighing of stocks either at the point of loading or destination preventing the driver(s)/representative(s) to verify the correctness of the entries made by the NFA employee, the driver(s)/representative(s) shall sign the documents under protest and shall immediately, within forty – eight (48) hours upon arrival at point of origin, notify the NFA office concerned. Failure to notify the NFA office concerned shall render the protest signed by the driver(s)/ representative(s) of no force and effect and thereafter the entries made shall be conclusive upon the contractor.
6. The aforementioned provisions shall be without prejudice to other damages/expenses for which the Contractor shall be rendered liable where NFA may have suffered as a

result of the breach of obligations by the Contractor under the Terms and Conditions of this Contract as well as other sanctions provided for by existing laws, Presidential Decrees, Executive Orders, Letter of Instructions and other applicable rules and regulations.

7. If the Contractor fails to deliver the awarded or contracted volume within the lay time allowed, the NFA shall undertake hauling of remaining volume either by hiring private trucks or using its own to expedite delivery and avoid payment of demurrage. Hauling expenses to be incurred shall be for the account of the contractor and deductible from trucking claims.
8. The Contractor agrees to pay the cost of liquidated damages pursuant to Section 68 of the Revised IRR of RA 9184.
9. NFA reserves the right to use its own trucks simultaneously with Contractor's trucks, in case of emergency.
- 10.

XVIII. 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 the awarded volume depending on actual operational requirements for the contract period, whichever comes first.