



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

INVITATION TO PARTICIPATE AND SUBMIT QUOTATION

NOTICE IS HEREBY GIVEN: The National Food Authority, Regional Office V, Legazpi City, through its RBAC, invites private trucks owner to participate and submit offer for Negotiated contracted Rental of Trucking Services, specifically in areas mentioned below for the remaining months of 2013:

LOT NO.	ROUTE (Vice-Versa)	DIST. IN KMS	Rate Per Bag	No. of Trucks	Volume	ABC (Inclusive of VAT)	Application Fee*
2.1	Masbate City Port to:						
	NFA Masbate Whses	0.80	5.00	4	36,000	180,000	300.00
MASBATE							
3.3	Masbate City to:						
	Pob. Cataingan	76	27.00	2	10,000	270,000	1,000
SORSOGON							
3.4	Sorsogon to:			2			1,000
	Gubat	19	10.00		10,000	100,000	
	Juban	24	13.00		5,000	65,000	
	Irosin	43	20.00		10,000	200,000	
	Bulan	63	24.00		10,000	240,000	
	Bulan to:						
Irosin	19	10.00	10,000	100,000			
SUB-TOTAL					45,000	705,000	
Lot No.	Province	No. of Units	Rate per Day	Optional Rate**on Extended Use	ABC (50 days) (Inclusive of VAT)		
4	Albay	2	3,825.00	765.00	459,000.00		300.00
5	Cam. Norte	2	3,825.00	765.00	459,000.00		300.00
6	Cam. Sur	4	3,825.00	765.00	918,000.00		2,000.00
8	Masbate	2	3,825.00	765.00	459,000.00		300.00
9	Sorsogon	2	3,825.00	765.00	459,000.00		300.00
SUB – TOTAL					2,754,000.00		
GRAND TOTAL					3,909,000.00		

*Non-refundable **Maximum of 4 hours

Prospective Contractors must meet the following qualifications to be able to participate:

1. Certificate of Registration
 - a) DTI for Single Proprietorship
 - b) SEC for Corporation, Assn., Partnership
 - c) CDA for Cooperative
2. Valid and Current Mayor's Permit
3. List of Trucks with corresponding Or and CR
4. List of drivers with SPA, three specimen signatures pictures and Xerox copy of driver's license.
5. Owner's picture and three specimen signature
6. Preferably TH Trucks and must be NFA license as transporter of grains.

TRUCKS SPECIFICATION REQUIREMENTS

1. Ten-Wheeler or Six-Wheeler (250-500 bags cap.) for Lot 2.1, 3.3 and 3.4
2. Elf Type Trucks (100-250 bags cap.) for Lot 4,5,6,8 and 9

Should the offeror pass post-qualification/evaluation by the NFA, a Notice of Award will be served after which Memorandum of Agreement (MOA) shall be executed by and between NFA and the Prospective Contractor.

Hereunder is the schedule of price offer submission:

Activities	Date	Time
Submission of Letter of Intent and Opening of Price Quotation	October 9, 2013	1:00 PM

For further inquiry, please refer to:

MS. ALDA C. PAPA
RBAC Secretariat Chairman
NFA Regional Office V
Pier Site, Legazpi City
Telephone Nos. 480-7085; 480-7122
Facsimile No. (052) 480-7900

(SGD.) BERNARDO M. ASETRE
Chairman Bids and Awards Committee/
Asst. Regional Director



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

PRICE QUOTATION OFFER

Date: _____

BERNARDO M. ASETRE
Chairman Bids and Awards Committee/
Assistant Regional Director

Dear Sir:

Having read and examine your invitation to submit price quotation and the proposed pro-forma contract for your Trucking Services need, the undersigned offers to Supply Trucking Services in conformity with said specification and documents required for the sum of _____ (Php _____ or such other sums as may be ascertained in accordance with the Schedule of Prices as shown below:

LOT NO.	ROUTE (Vice-Versa)	DIST. IN KMS	Rate Per Bag	No. of Trucks	Volume	ABC (Inclusive of VAT)
2.1	Masbate City Port to:					
	NFA Masbate Whses	0.80	5.00		36,000	
MASBATE						
3.3	Masbate City to:					
	Pop. Cataingan	76	27.00		10,000	
SORSOGON						
3.4	Sorsogon to:					
	Gubat	19	10.00		10,000	
	Juban	24	13.00		5,000	
	Irosin	43	20.00		10,000	
	Bulan	63	24.00		10,000	
	Bulan to:					
	Irosin	19	10.00		10,000	
SUB-TOTAL					45,000	
Lot No.	Province	Rate per Day	Optional Rate**on Extended Use	No. of Trucks	ABC (50 days) (Inclusive of VAT)	
4	Albay	3,825.00	765.00			
5	Cam. Norte	3,825.00	765.00			
6	Cam. Sur	3,825.00	765.00			
8	Masbate	3,825.00	765.00			
9	Sorsogon	3,825.00	765.00			

**Maximum of 4 hours

Submitted by:

Name and Signature of Bidder's Representative

Name and Signature of the Bidder

CONTRACT OF LEASE (INTRA – PROVINCIAL)

KNOW ALL MEN BY THESE PRESENTS

This Contract of Lease, made and entered in this _____ day of _____ 2013 at _____, Philippines by and between:

The NATIONAL FOOD AUTHORITY (NFA), a Government agency created pursuant to proclamation No. 1081 and by virtue of Presidential Decree No. 4, as amended by Presidential Decree Nos. 1485 and 1770 with principal and main office at Philsugin Bldg. North Avenue, Diliman, Quezon city represented herein by RUBEN J. RESIDE–Regional Director, hereinafter referred to as the LESSEE;

– and –

_____, of legal age, Filipino, married, with residence and postal address at _____ hereinafter referred to as the LESSOR.

WITNESSETH

WHEREAS, the LESSOR represents and warrants that he/she is the true, lawful and absolute owner, possessor/administrator of trucks(s) more particularly described as follows:

WHEREAS, the LESSEE desires to lease the above property to be utilized of its official functions and generally as conveyance to transport palay/rice to another and/or from buying stations/assembly points to any designated warehouses.

NOW, THEREFORE, for in consideration of the rent(s) and other natural covenants and stipulations hereinafter set forth, the LESSOR hereby leases the following terms and conditions:

OBLIGATIONS OF THE CONTRACTOR

1. Upon NFA’s issuance of the Notice to Proceed, the winning 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 odour, 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 representative who are authorized to sign documents and constituted as agent or attorney – in – fact of the contractor.
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 trucks to ensure the delivery of NFA rice on time.

The following shall be submitted:

- a. For trucks owned, documentary requirement as follows:
 - a.1. Official Receipt/Certificate of Registration (OR/CR)
 - a.2. Copy of Deed of sale for newly purchased brand new TH trucks, if any. Any second hand trucks must have the

- Certificate of Registration registered in the name of the bidder.
- a.3. Driver's License
 - a.4. Community Tax Certificate
- b. If leased, submission of notarized Leased Agreement including the original documents of leased units for authentication.
- b.1. Leased trucks must be free from any encumbrance and covered by the necessary registration and franchise with Land Transportation Franchising Board (LTO/LTFRB)
 - b.2. The contractor binds himself solidarity liable to NFA in case of loss/damage to the stocks in transit.
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 duly 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 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.
 9. The contractor shall submit a Statement of Billing for his trucking/hauling claims with attachment of the following documents:
 - 9.1 Notice of Award (photocopy – first payment only)
 - 9.2 Contract (photocopy – first payment only)
 - 9.3 Statement of deliveries together with the original copies of WSIs from issuing warehouses & WSRs from receiving warehouse.
 - 9.4 Original copies of duly accomplished Dispatch Slips (DS)

OBLIGATIONS OF NFA

1. The NFA shall issue the notice to proceed for the delivery of NFA stocks for the specified routes.
2. The NFA shall notify the contractor in advance prior to the loading to prepare the necessary trucks, equipment and logistic transporting the cargoes.
3. Upon NFA shall issue to the drivers the following documents, Warehouse Stock Issue (WSI) for issuance of stocks; Warehouse Stock Receipt (WSR) 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 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 damages arising there from.
7. The NFA shall monitor the unloading and discharging of NFA stock port, from the vessel, hustling warehouses, truck scale (imaginary warehouse) and up to the final receiving warehouse.
8. 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, if any, subject to the usual accounting and auditing rules and regulations.

DELIVERY ACCEPTANCE

The delivery of trucking services shall include the lots, source/destination, the minimum truck requirements, the estimated volume to be hauled and the delivery schedule.

A Certificate of Acceptance shall be issued upon the complete delivery of the awarded volume or actual volume hauled as of the end of the year.

LIABILITIES OF THE CONTRACTOR

1. In case of failure on the part of Contractor to provide the required number of trucks upon notice of need, the NFA may exercise any of the following remedies:
 - A. Rescission of the Contract without prejudice to an action for damages
 - B. Get the services of another hauler under the same terms at the contractor's expense until the latter can comply with his obligation. In case there are additional expenses incurred by the NFA due to the contractor's failure to provide the trucks or completely accomplish the transport and delivery of the rice cargoes from the NFA – designated point of origin to the point of destination without valid or justifiable cause shall be borne by the contractor without prejudice to NFA to avail other remedies available to the latter under the Contract.
 - C. Compel the Contractor for specific performance plus damages.
The foregoing remedies shall be without prejudice to the contractor under the contract and other relevant laws.
2. The contractor shall be held liable for the losses and damages in the number of bags in the stocks and containers of NFA rice which is in his custody upon loading the same to the trucks/replacement trucks from the time that said stocks are unloaded/received at the designated destination/warehouses.
3. The Contractor shall be held liable for 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 incident.

PAYMENTS/COMPENSATION

1. The basis of payment shall be the actual volume loaded, transported, and received 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 warehouse.
- 1.4 Original copies of duly accomplished Dispatch Slips(DS)

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. The use of non – TH units shall not in any way bind the NFA for any liability from LTO/LTFRB or any enforcement agency should there be fines and penalties that

may be imposed on the trucker – contractor.

8. 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.
9. The Contractor agrees to pay the cost of liquidated pursuant to Section 68 of the Revised IRR of RA 9184.
10. NFA reserves the right to use its own trucks simultaneously with Contractor's trucks.

DURATION OF THE CONTRACT

The contract shall be in full force and effect upon signing/approval of the Contract by both parties and shall expire at the end of the year or upon completion of the delivery of the awarded volume or a maximum of the awarded volume depending on the actual operational requirements for the contract period, whichever comes first.

CONTRACT OF LEASE (MOBILE PROCUREMENT)

KNOW ALL MEN BY THESE PRESENTS

This Contract of Lease, made and entered in this _____ day of _____ 2013 at _____, Philippines by and between:

The NATIONAL FOOD AUTHORITY (NFA), a Government agency created pursuant to proclamation No. 1081 and by virtue of Presidential Decree No. 4, as amended by Presidential Decree Nos. 1485 and 1770 with principal and main office at Philsugin Bldg. North Avenue, Diliman, Quezon city represented herein by RUBEN J. RESIDE–Regional Director, hereinafter referred to as the LESSEE;

– and –

_____, of legal age, Filipino, married, with residence and postal address at _____ hereinafter referred to as the LESSOR.

WITNESSETH

WHEREAS, the LESSOR represents and warrants that he/she is the true, lawful and absolute owner, possessor/administrator of trucks(s) more particularly described as follows:

WHEREAS, the LESSEE desires to lease the above property to be utilized of its official functions and generally as conveyance to transport palay/rice to another and/or from buying stations/assembly points to any designated warehouses.

NOW, THEREFORE, for in consideration of the rent(s) and other natural covenants and stipulations hereinafter set forth, the LESSOR hereby leases the following terms and conditions:

OBLIGATIONS OF THE CONTRACTOR

1. Upon NFA’s issuance of the Notice to Proceed, the winning 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 cost of fuel, lubricants, spare parts including repairs and the assignment of truck helper shall be for the account of the contractor.
3. 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.
4. Contractor shall provide his driver and/or truck helper authority to sign documents.
5. 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 trucks to ensure the delivery of NFA rice on time.

The following shall be submitted:

- a. For trucks owned, documentary requirement as follows:
 - a.1. Official Receipt/Certificate of Registration (OR/CR)

- a.2. Copy of Deed of sale for newly purchased brand new TH trucks, if any. Any second hand trucks must have the Certificate of Registration registered in the name of the bidder.
- a.3. Driver's License
- a.4. Community Tax Certificate
- b. If leased, submission of notarized Leased Agreement including the original documents of leased units for authentication.
 - b.1. Leased trucks must be free from any encumbrance and covered by the necessary registration from LTO.
 - b.2. The contractor binds himself solidarity liable to NFA in case of loss/damage to the stocks in transit.
- 6. Breakdown before reaching the designated destination without substitute truck for the day shall not be counted for payment.
- 7. In case of breakdown with cargo while in transit, only the maximum of 8 – hour will be paid even if rescued by the other truck.
- 8. To closely monitor the whereabouts of the truck, the Contractor shall provide his driver or truck helper a cell phone, whose number shall be provided to the Marketing Operations Section, concerned Warehouse Supervisor of the mother unit and the Mobile Procurement Team Leader.

OBLIGATIONS OF NFA

- 1. NFA shall issue the Notice to Proceed (NTP) in mobile procurement contractor;
- 2. Each mobile truck shall have a corresponding assigned Procurement Team composed of a Team Leader, Special Disbursing Officer, Classifier, and a Job Order to perform multi-task;
- 3. The Team Leader shall be responsible and accountable of stock/palay while under his custody from source until received by the mother unit.
- 4. Mobile Procurement Team must have an identified mother unit (Warehouse) that will receive procured palay or stock transfer from Buying Station excluded from the contracted routes of regular truckers;
- 5. It is the duty of the mother unit to program the delivery of wet palay (in case) to its designated mechanical drying facilities.
- 6. Payment shall commence from the time the mobile truck takes off until the time of its return to the mother unit as indicated in the guard's logbook. This further means that parking of the truck at night shall be at the assigned mother unit.
- 7. The local management shall inform the Contractor or driver if truck(s) is/are not to be utilized on certain dates two days before the due date; and
- 8. The team leader is required to have a functional cell phone with him during the procurement operations;

PAYMENT/COMPENSATION

- 1. The basis of payment shall be the actual days' deployment summary and time.
- 2. Actual days' deployment and time is referred to posted day-out and day-in in the guard's logbook of the contracted truck.
- 3. submission of Statement of Billing is required with attachments as follows:
 - 3.1 Notice of Award (photocopy-first payment only)
 - 3.2 Contract (photocopy-first payment only)
 - 3.3 Certification of Procurement Team Leader assign that said days coverage of claims is true and correct
 - 3.4 Original copies of duly accomplish Dispatch Slips (DS)

SPECIAL PROVISIONS

1. The Contractor's truck is required to provide tarpaulin during procurement. In case procured palay gets wet, the contractor shall pay for the drying cost.
2. Contractor truck helper and NFA J.O shall work hand – in – hand in facilitating/arranging cargoes inside the truck.
3. When truck is used to transfer procured palay from Buying Stations, without an established route under the intra – provincial transfer, NFA accountable officer, usually the Team Leader, should escort the transfer at the same time.
4. Items Nos. 4, 6, 7, 9 & 10 of Section XIII. SPECIAL PROVISIONS of the Special Condition of the Contract under regular trucking shall also apply to Mobile Procurement Truck Contractor.

DURATION OF THE CONTRACT

The contract shall be in full force and effect upon signing/approval of the Contract by both parties and shall expire at the end of the year or upon exhaustion of the Contracted Price, whichever comes first.