



SHERRYL LYNE. LIBAN
 Service Provider's Witness

NORMITA B. CATA CUTAN
 Service Provider

EDEL B. CARAG
 Procuring Entity's Witness

ALMA RUBY C. TORIO
 Procuring Entity

PROJECT : Procurement of Service Provider for the Hauling and Delivery of Buffer Learning Resources to DepEd Division Offices Nationwide

CONTRACT NO. : 2019-08-BLR2(018)-BV-CB012-C007

CONTRACT

THIS CONTRACT made and entered into this **NOV 22 2019** day of _____, 2019 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines represented herein by its Assistant Secretary for Curriculum and Instruction, **ALMA RUBY C. TORIO**, as per Department Order No. 67, s. 2016, herein referred to as the **Procuring Entity**, of the one part, and **CLIENTFIRST LOGISTICS, INC.**, represented herein by its President, **NORMITA CATA CUTAN**, with office address at No. 79 P. Florentino St., Sto. Domingo, Quezon City, herein referred to as the **Service Provider** of the other part;

WHEREAS, the **Procuring Entity** invited bids for certain ancillary services as stated in the above Project, consisting of four (4) lots, and received bids from eleven (11) bidders, has passed and approved Resolution to Award No. 2019-08-BLR2(018)-BV-CB-012, and therefore, accepted Bids of the **Service Provider** for the hauling and delivery of buffer learning resources to Procuring Entity's Division Offices nationwide in the sum of **Philippine Pesos Thirteen Million, One Hundred Eighty-Nine Thousand, Four Hundred Seventy-Seven and 50/100 (PhP13,189,477.50) ONLY**, inclusive of VAT, hereinafter called the "**Contract Price**":

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
 - a. the Procuring Entity's Notice of Award;
 - b. Resolution to Award No. 2019-08-BLR2(018)-BV-CB-012 dated September 18, 2019;
 - c. the Performance Security;
 - d. the Service Provider's Bid, including the Technical and Financial Proposals, and all other documents/statements

SHERRYLYN E. LIBAN

Service Provider's Witness

- submitted, including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- e. the General and Special Conditions of Contract;
- f. the Technical Specifications;
- g. the Schedule of Requirements; and
- h. the Bid Bulletin No. 1 dated September 3, 2019.

3. The Goods and Services referred to in this Contract, shall be delivered to the Project Sites within the following numbers of days from the date of receipt of the Notice to Proceed (NTP) by the **Service Provider**:

Lot	Area	Total No. of Copies	Delivery Period
1	Zone 1	2,046,060	Within Ninety (90) calendar days from the date of receipt of the Notice to Proceed.
2	Zone 2	1,630,910	
3	Zone 3	1,186,924	Within One Hundred Twenty (120) calendar days from the date of receipt of the Notice to Proceed.
4	Zone 4	883,332	

NORMITA B. CATA CUTAN

Service Provider

4. The **Service Provider** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed in the Notice of Award. The Performance Security shall be posted in favor of the **Procuring Entity**, and shall be forfeited in the event it is established that the **Service Provider** is in default of any of its obligations under the contract. The performance security shall be in force and effect until issuance by the **Procuring Entity** of the Certificate of Final Acceptance. For this purpose, the **Service Provider** undertakes to renew its performance security whenever necessary and without need of prior notice or instruction from the **Procuring Entity**, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued;

EDEL B. CARAG

Procuring Entity's Witness

5. In consideration of the Contract Price mentioned herein to be paid by the **Procuring Entity** to the **Service Provider**, the **Service Provider** hereby covenants, unto the **Procuring Entity**, to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract;

ALMA RUBY C. TORIO

Procuring Entity

6. The method and conditions of payment to be made to the **Service Provider** through the Government disbursement procedure within sixty (60) days from submission of documents under this Contract shall be as follows:


6.1. **Progress Payments:** Payment shall be made on full delivery per region, or per zone, or 100% of the total contract price and upon submission of complete delivery documents. These documents shall include among others, Acknowledgement Receipt, Delivery Receipt, and Property Transfer Receipts/Inventory Custodian


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Slip, whichever is applicable, specified in SCC for GCC Clause 6.2 and other documents required in government accounting and auditing rules and regulations, subject to the "Warranty" provision in the form of either retention money in an amount equivalent to at least **one percent (1%)** of every progress payment, or a special bank guarantee in the amount equal to at least **one percent (1%)** of the Contract Price required in Section 62 of RA 9184 and its IRR.

The retention money or special bank guarantee shall be released only after the lapse of the Warranty in SCC Clause 17.3.

6.2. Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to at least **one percent (1%)** of every progress payment, or a special bank guarantee in the amount equal to at least **one percent (1%)** of the Contract Price required in Section 62 of RA 9184 and its IRR.


NORMITA B. CATA CUTAN
Service Provider

Should there be any losses or damages found during the contract implementation period due to the negligence of the **Service Provider**, such losses or damages shall either be replaced or paid for by the **Service Provider** at no additional cost to the **Procuring Entity**;

7. In case the **Service Provider** encounters circumstance(s) impeding timely delivery of the goods, the **Service Provider** shall promptly notify the **Procuring Entity** in writing of such circumstance(s) and any request for work suspension and/or contract delivery period extension shall be promptly done in writing as soon as circumstances providing justification for such request have become apparent. The **Service Provider** shall provide sufficient proof to support any request for work suspension and/or contract delivery period extension. In accordance with Item 4 hereof, the Service Provider shall show proof of the continuing validity or renewal of the validity of its Performance Security, as may be applicable;


EDEL B. CARAG
Procuring Entity's Witness

8. The **Service Provider** shall be liable for damages and delay in its performance of the Contract and shall pay the **Procuring Entity** liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/services scheduled for delivery for every day of delay until such goods/services are finally delivered and accepted by the Procuring Entity concerned. The **Procuring Entity** shall deduct the liquidated damages from any money due or which may become due to the **Service Provider**, or collect from any of the securities or warranties posted by the **Service Provider**, whichever is convenient to the Procuring Entity concerned. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this


ALMA RUBY C. TORIO
Procuring Entity

Contract, the **Procuring Entity** may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

- Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines, with the Philippines as the seat of arbitration according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004." Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

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

SIGNED, SEALED AND DELIVERED BY:

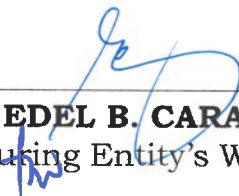


ALMA RUBY C. TORIO
Procuring Entity



NORMITA B. CATA CUTAN
Service Provider

SIGNED IN THE PRESENCE OF:

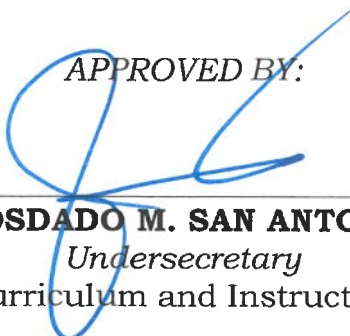


EDEL B. CARAG
Procuring Entity's Witness



SHERRYL LYN E. LIBAN
Service Provider's Witness

APPROVED BY:



DIOSDADO M. SAN ANTONIO
Undersecretary
Curriculum and Instruction

Funds Available: ₱13,189,477.50



MA. RHUNNA L. CATALAN
Chief Accountant

REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S.

BEFORE ME, a Notary Public in and for Pasig City, Metro Manila, Philippines, this NOV 23 2019 day of _____, _____ personally appeared the following and presented their competent proof of identification:

Name	Any Government I.D.		
	I.D.	Control No.	Expiry Date
ALMA RUBY C. TORIO <i>Assistant Secretary</i> PROCURING ENTITY	Passport	S0015136A	May 6, 2024
NORMITA B. CATA CUTAN <i>President</i> SERVICE PROVIDER	Driver's License	N04-03-500576	June 20, 2023

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of five (5) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date place first above written.

NOTARY PUBLIC
ATTY. JOY RYAN S. SIGUIT
 NOTARY PUBLIC
 ROLL NO. 58421, PIN NO. 427-374-164-000
 PTR NO. 7324560 01/04/2019/Q.C.
 IBP NO. 097649/ 01/04/2019 Q.C.
 MCLE COMP. VI - 0025444 02/14/2022
 ADM. MATTER NO. NP - 025 (2019 - 2020)
 ADD: 112 WEST AVENUE, BRGY. PHILAM QUEZON CITY

Doc. No. 98
 Page No. 2
 Book No. X
 Series of W/A

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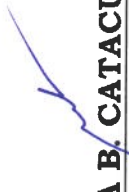
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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:




ALMA RUBY C. TORIO
Procuring Entity



NORMITA B. CATA CUTAN
Service Provider

SIGNED IN THE PRESENCE OF:




EDEL B. CARAG
Procuring Entity's Witness



SHERRYL LYN E. LIBAN
Service Provider's Witness

APPROVED BY:



DIOSDADO M. SAN ANTONIO
Undersecretary
Curriculum and Instruction

Funds Available: ₱ 13,189,477.50



MA. RHUNNA L. CATALAN
Chief Accountant

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PASIG CITY, METRO MANILA) S.S.

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The foregoing instrument is a CONTRACT consisting of five (5) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date place first above written.

NOTARY PUBLIC

[Signature]
NOTARY PUBLIC
 REG. NO. 59421 TIN NO. 42-4-464-000
 PTR NO. 7324560 01/04/2019 Q.C.
 IBP NO. 897649/01/04/2019 Q.C.
 MCLE COMP. VI - 00254-JA 0/14/2022
 ADM. MATTER NO. NP - 025 (2019 - 2/20)
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Doc. No. 98
 Page No. 20
 Book No. X
 Series of 28711

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