



Republic of Philippines
DEPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City
Trunk Line (02) 639-13-61, Website <http://www.deped.gov.ph>



Transpac's Witness

PROJECT : Procurement of Third-Party Integrated Logistics Service Provider Under A Framework Agreement (Option Contract)

CONTRACT NO. : 2021c-ProcMS4(001)-BI-CB-008

CALL-OFF CONTRACT (TAGGING SERVICES)

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made and entered into this ___ day of OCT 18 2021
20___ by and between:

DEPARTMENT OF EDUCATION, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Undersecretary, **ALAIN DEL B. PASCUA**, (hereinafter referred to as "DEPED");

-And-

TRANSPAC CARGO LOGISTICS, INC., a duly registered entity existing under the laws of the Philippines with principal address at Ground Floor, Azucena Building, 255 National Road, Pamplona Tres, Las Pinas City Philippines, represented herein by its Authorized Representative, **SEAN WINFRED M. PALER**, (hereinafter referred to as "TRANSPAC").

WITNESSETH, that

WHEREAS, the parties entered into a Framework Agreement for the procurement of a third-party logistics provider to supply logistics, warehousing and tagging services by virtue of which DEPED may, at its option, enter into a Call-Off Contract/s with TRANSPAC for some or all of the Services of the type described in the Framework Agreement List;

WHEREAS, when DEPED has determined that an item of service covered in the Framework Agreement is needed, it shall require the rendition of the service identified in the Framework Agreement List in such quantity or scope and at the price for which it was awarded, by executing a Call-Off;

WHEREAS, the terms and conditions of this Agreement shall apply to the services contemplated in the Framework Agreement, including any variations thereto, which may be reasonably regarded as incidental to or reasonably inferred therefrom;

WHEREAS, this Call-Off contract represents the specific procurement request or order made by DEPED by way of an exercise of the option contemplated in the Framework Agreement requiring the TRANSPAC to deliver the Services agreed upon

SEAN WINFRED M. PALER
Transpac

DepEd's Witness

ALAIN DEL B. PASCUA
Department of Education

under the terms and conditions of the Framework Agreement.

NOW, THEREFORE, premises considered, the parties hereby agree as follows:

**Article I
GENERAL CONDITIONS**

This Call-Off Contract, with control number **FAL-LOG-010-005**, is executed for the delivery of consumables (i.e., Secured QR Code Stickers) as listed in the Framework Agreement List. The **DEPED** wishes to exercise the performance of the specific item in the list and requires **TRANSPAC** to provide the Services described therein pursuant to the terms and conditions specified in this Agreement, its Framework Agreement, and the Philippine Bidding Documents.

In this Call-Off Contract, words and expressions shall have the same meanings as are respectively assigned to them under Republic Act No. 9184 and its revised IRR, the applicable Philippine Bidding Documents issued by the Government Procurement Policy Board and its Framework Agreement signed by both parties. Unless the context indicates otherwise, the following shall have the following meanings:

- “Agreement” refers to this Call-Off Contract, including and all other documents referred to;
- “Charges” refers to the payment and the disbursements payable by **DEPED**, in consideration of the due performance of Services, as specified or calculated in accordance with this Agreement;
- “Service/s” refers to the provision of work, facilities and amenities to be performed by **TRANSPAC** pursuant to the terms and conditions of this Agreement;
- “Service Provider” refers to **TRANSPAC CARGO LOGISTICS, INC.** with the obligation to perform the services stated in this Agreement.

The following documents shall form part of the Agreement and will have the same force and effect as if expressly set out in the body of this Agreement:

- a) The Framework Agreement;
- b) The Framework Agreement List and Technical Specifications;
- c) General and Special Conditions of the Contract;
- d) Bidding Documents and bid bulletins issued;
- e) Bid offer of the Service Provider, including clarificatory submittals.

TRANSPAC acknowledges that it has been supplied with sufficient information about this Agreement and the Services to be provided and that it has made all

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Department of Education

SEAN WINFRED M. PALER
Transpac

ALAIN D. PASCUA
Department of Education



Handwritten signature and the text "Transpac's Witness" written vertically.

appropriate and necessary enquiries to enable it to perform such under this Call-Off Contract. TRANSPAC shall neither be entitled to any additional payment nor excused from any obligation or liability under this Agreement due to any misinterpretation or misunderstanding by TRANSPAC of any fact relating to the Services to be provided. TRANSPAC shall promptly bring to the attention of the DEPED any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.

**Article II
EFFECTIVITY AND DURATION**

Handwritten signature and the text "SEAN WINIFRED M. PALER Transpac" written vertically.

The obligation to perform the Services herein shall take effect immediately upon receipt of TRANSPAC of this Call-Off Contract from DEPED and shall be completed within thirty (30) Calendar Days. Failure on the part of TRANSPAC to deliver within the agreed period, including time extension, if any, shall render TRANSPAC liable for liquidated damages.

The obligation of TRANSPAC to deliver the goods and services contemplated under this Call-Off contract shall be valid for the whole duration of the Framework Agreement unless otherwise modified or sooner revoked by both parties, rescinded by DEPED upon reaching the maximum threshold on liquidated damages, and/or when the total maximum quantity specified in the Framework Agreement List have been exhausted.

**Article III
CONSIDERATION AND SCOPE**

Handwritten signature and the text "DepEd's Witness" written vertically.

For the consideration of PHILIPPINE PESOS TEN MILLION, SEVEN HUNDRED TWO THOUSAND, SIX HUNDRED NINETY-THREE AND 50/100 (PhP 10,702,693.50), the DEPED exercises the option to execute this Agreement and requires TRANSPAC to provide the **Tagging Services Consumables** in accordance with the terms and conditions of this Agreement. TRANSPAC hereby covenants to provide all the goods and performs the services and all of the incidental and additional services indicated in this Agreement, in the Framework Agreement and the Philippine Bidding Document.

**Article IV
TERMS AND CONDITIONS**

Handwritten signature and a red circular official stamp of the Department of Education. The stamp contains the text "ALAIN DE PASCUA" and "Department of Education".

The services to be performed by TRANSPAC under this Agreement, which is the delivery of One Million, Five Hundred Fifty-One Thousand, One Hundred Fifteen (1,551,115) pieces of Secured QR Code Stickers will be performed within Thirty (30) Calendar Days from issuance of this Agreement.

**Article V
PAYMENT**

Charges payable in respect of the Services provided under this Call-Off Contract shall be based on the actual bid price of the bidder during the bidding, and as awarded, as follows:

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Price Schedule Form									
Name of Bidder: TRANSPAC CARGO LOGISTICS, INC.									
ITB No.:									
Project Title: PROCUREMENT OF THIRD-PARTY INTEGRATED LOGISTICS SERVICE PROVIDER UNDER A FRAMEWORK AGREEMENT (OPTION CONTRACT)									
III. DEPED SUPPLY TAGGING AND INVENTORY CONTROL SYSTEM (DSTICS)									
1	2	3	4	5	6	7	8	9	10
Items	Description	Quantity	Cost of labor and services	Cost of software	Cost of hardware	Cost of taxes	Cost of other incidental services	Estimated price per unit (col. 4+5+6+7+8)	Total Price for Tagging (col. 9 x 3)
1	Consumables	1,551,115	6	0	0	0.83	0.07	6.90	10,702,693.50
Total Price	In Figure:	In words:							
Name and Signature of Authorized Representative							Date:		
Notes:									
1. Total Price exceeding the amount indicated in the Framework Agreement List shall be a ground for the rejection of the bid.									
2. Bidder should ensure that the item in the Framework Agreement List are fully accounted for in the price schedule.									

SEAN WINFRED M. PALER
Transpac

DepEd's Witness

Prices indicated in this Agreement corresponding to the subject Services in the Framework Agreement List shall not increase during the duration of this Call-Off Contract.

The contract price shall be paid to **TRANSPAC** upon submission of a request for payment based on the actual delivery of Secured QR Code Stickers including the following: (i) quantities delivered based on the schedule of deliveries and other relevant terms and conditions of this Agreement; (ii) Inspection and Acceptance Report including certification by **TRANSPAC**, as approved by the duly authorized representative/s of **DEPED**, that the items have been delivered and (iii) Other documents in support of a request for payment as may be prescribed by **DEPED** pursuant to existing disbursement, accounting and auditing rules and procedures.

Payment shall be made to **TRANSPAC** within a reasonable period after receipt of Invoice or billing and complete documentation as stated above.

TRANSPAC must furnish copies of above-mentioned documents to **DEPED** Contract Management Division for processing.

**Article VI
MISCELLANEOUS PROVISION**

ALAIN DEL ROSARIO
Department of Education

All other rules governing contract implementation and contract termination under RA No. 9184, its revised IRR, and relevant procurement policies shall be applicable. The guidelines on the implementation of the DepEd Integrated Logistics Management System, as well as the officially-issued Logistics Operations Plan, insofar as not inconsistent with the provisions of this contract shall be binding upon the parties.

**Article VII
DISPUTE RESOLUTION**

The 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 this Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. 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 abovewritten.

SIGNED, SEALED AND DELIVERED BY:


ALAIN DEL B. PASCUA
DEPED




SEAN WINFRED M. PALER
TRANSPAC


DEPED's Witness


TRANSPAC's Witness

CERTIFIED FUNDS AVAILABLE: ₱10,702,698.00


MA. RHUNNA L. CATALAN
Chief Accountant

Transpac's Witness

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for MUNTINLUPA CITY, Metro Manila Philippines, this ___ day of OCT 18 2021 2021, personally appeared the following and presented their competent proof of identification:

SEAN WINFRED M. PALER
Transpac

NAME

ALAIN DEL B. PASCUA
Undersecretary
Department of Education

SEAN WINFRED M. PALER
Authorized Representative
Transpac Cargo Logistics, Inc.

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

Driver's License NO1 - 92 - 135184
11/26/21

Phil Passport P1351126 B 4/4/19

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge 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 six (6) 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 and place first above written.

ALAIN DEL B. PASCUA
DepEd's Witness

ALAIN DEL B. PASCUA
Department of Education

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Page No. 97;
Book No. IX;
Series of 2021.

Maricel C. Caluag-Macaraeg
NOTARY PUBLIC

ATTY. MARICEL C. CALUAG-MACARAEG
NOTARY PUBLIC FOR MUNTINLUPA CITY
NOTARIAL COMMISSION NO. 20-025
UNTIL DECEMBER 31, 2021
PTR NO. 3974389 / 1-5-21 / MUNTINLUPA
IBP LRN NO. 07-132/PPLM CHAPTER
ATTORNEY'S ROLL NO. 50440
MCLE COMPLIANCE NO. VI-000908606-07-18
UNIT 406 ALABANG CORPORATE CENTER, KM 25
WEST SERVICE RD., ALABANG, MUNTINLUPA CITY