



Republic of Philippines
DEPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City
Trunk Line (02) 633-13-61, 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

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ALAIN DEL B. PASCUA
Department of Education

under the terms and conditions thereof.

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

**Article I
GENERAL CONDITIONS**

This Call-Off Contract, with control number **FAL-LOG-009-004**, is executed for the provision of the Tagging Services 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 appropriate and necessary enquiries to enable it to perform such under this Call-Off

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Transpac

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ALAIN DE VERA
Department of Education


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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.

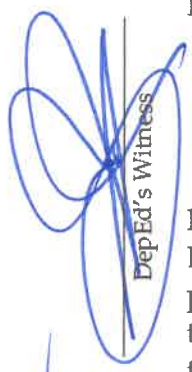
Article II EFFECTIVITY AND DURATION


SEÁN WINFRED M. PALER
Transpac

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 perform or deliver within the agreed period, including time extension, if any, shall render TRANSPAC liable for liquidated damages.

The obligation of TRANSPAC to deliver the 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 entirety of the services contemplated in the Framework Agreement List have been performed.

Article III CONSIDERATION AND SCOPE

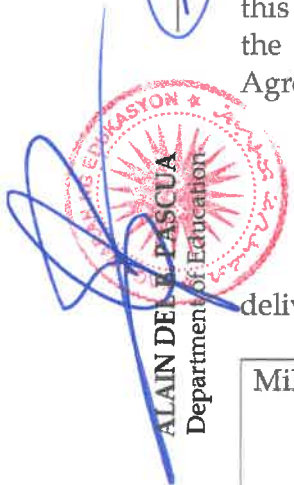

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For the consideration of PHILIPPINE PESOS TWENTY-THREE MILLION, NINE HUNDRED EIGHTY THOUSAND AND 00/100 (PhP 23,980,000.00), the DEPED exercises the option to execute this Agreement and requires TRANSPAC to provide the **Tagging Services System** in 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

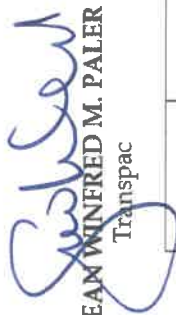
The services to be performed by TRANSPAC under this Agreement shall be delivered to DEPED in the following manner:

Milestone 1	Development Scoping: Function Definition; Customization; Scope of Work and Sign-off of Documents	Ten (10) Calendar Days after receipt of TRANSPAC of this Agreement.
Milestone 2	Deployment: Provision of	Twenty (20) Calendar


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	Solution to Client Server; Integration with third party software and internal systems; Integration of mobile applications and web service	Days after receipt of TRANSPAC of this Agreement.
Milestone 3	Testing: SIT Testing; UAT Testing; Submission of Training Peripherals; Training of Personnel; Delivery of Handheld devices for the tagging system.	Twenty-Five (25) Calendar Days after receipt of TRANSPAC of this Agreement.
Milestone 4	Go-Live; System Operational Live	Thirty (30) Calendar Days after receipt of TRANSPAC of this Agreement.


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Transpac

**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: One (1) Lot Tagging Services System for Philippine Pesos Twenty-Three Million, Nine Hundred Eighty Thousand and 00/100 (PhP 23,980,000.00). Prices indicated in this Agreement corresponding to the subject Services in the Framework Agreement List shall be fixed per item of identified Service and it 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 milestones indicated below. Billings and Payments shall be supported by the documents as may be hereafter 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 in the following manner or terms of payment:

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Milestone 1	Development Scoping; Function Definition; Customization; Scope of Work and Sign-off of Documents	Fifteen (15) percent of the Call-Off Price or Philippine Peso Three Million, Five Hundred Ninety-Seven Thousand and 00/100 (PhP 3,597,000.00).
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Department of Education


 SEAN WINFRED M. PALER
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Milestone 2	Deployment: Provision of Solution to Client Server; Integration with third party software and internal systems; Integration of mobile applications and web service	Twenty (20) percent of the Call-Off Price or Philippine Peso Four Million, Seven Hundred Ninety-Six Thousand and 00/100 (PhP 4,796,000.00).
Milestone 3	Testing: SIT Testing; UAT Testing; Submission of Training Peripherals; Training of Personnel; Delivery of Handheld devices for the tagging system.	Forty (40) percent of the Call-Off Price or Philippine Peso Nine Million, Five Hundred Ninety-Two Thousand and 00/100 (PhP 9,592,000.00).
Milestone 4	Go-Live; System Operational Live	Twenty-Five (25) percent of the Call-Off Price or Philippine Peso Five Million, Nine Hundred Ninety-Five Thousand and 00/100 (PhP 5,995,000.00).

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


 ALAIN DELA PASCUA
 Department of Education
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**Article VI
MISCELLANEOUS PROVISION**



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

DEPED's Witness




SEAN WINFRED M. PALER
TRANSPAC

TRANSPAC's Witness

CERTIFIED FUNDS AVAILABLE: ₱23,980,000.-


MA. RHUNNA L. CATALAN
Chief Accountant

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

Transpac's Witness

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
SEAN WINFRED M. PALER
Transpac

NAME

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

ALAIN DEL B. PASCUA
Undersecretary
Department of Education

Driver's license No 1-92-135184
11/26/21

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

Phil Passprt P1351126B 4/04/19

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 seven (7) 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.

DepEd's Witness

Alain Del B. Pascua
ALAIN DEL B. PASCUA
Department of Education



Doc. No. 475 ;
Page No. 96 ;
Book No. N ;
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-CO0908606-07-18
UNIT 406 ALABANG CORPORATE CENTER, KM 25
WEST SERVICE RD., ALABANG, MUNTINLUPA CITY 7 | 7