



Republic of Philippines
DEPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City
Trunk Line (02) 639-13-01, Website <http://www.deped.gov.ph>



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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 (LOGISTICS 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

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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-003-002**, is executed for the performance of the Logistics 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

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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**

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 total maximum quantity specified in the Framework Agreement List have been exhausted.

**Article III
CONSIDERATION AND SCOPE**

For the consideration of PHILIPPINE PESOS FIFTY MILLION, ONE HUNDRED NINETY-SIX THOUSAND, THIRTY-FIVE AND 51/100 (PhP 50,196,035.51), the DEPED exercises the option to execute this Agreement and requires TRANSPAC to provide the **Logistics Services for DepEd Textbooks and Instructional Materials (Textbooks-2020)** 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 performed at a satisfactory level of performance throughout the term of this Agreement.

Specifically, TRANSPAC covenants to provide the following responsibilities:

1. TRANSPAC commits to deliver the procured items to the destination based on the delivery schedule embodied in the Distribution, Dispatch and Deployment (3D)

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plan. **DEPED's** permission will be sought where same is not feasible.

2. Provide trucks to execute the terms and conditions of this Call-Off as per **DEPED's** request to transport procured items from Supplier Warehouses and deliver to destinations as per attached 3D Plan.

3. Provide roadworthy vehicles in very good condition and well maintained for transportation. **DEPED** has the right to reject any vehicle it considers unsuitable for loading for the journey involved.

4. **TRANSPAC** will supply own materials and supplies (truck, fuel, driver, and upkeep) that will be necessary to perform the service under this agreement.

5. **TRANSPAC** will provide labor and manpower for the loading and off-loading of the procured items at the Suppliers Warehouses, **DEPED-Controlled** Warehouses and Final Distribution Points.

6. **TRANSPAC** will provide **DEPED** with daily updates on the transit or warehousing of the goods, including the status of delivery.

7. **TRANSPAC** hereby represents and warrants that all trucks made available for the transportation of **DEPED's** procured items are licensed in compliance with all applicable laws regarding business permits that may be required to carry out the work to be performed under this Agreement.

8. **TRANSPAC** undertakes to perform the service with the highest standard of professional competence and ethics.

9. The payment of any taxes, dues, or fees required by law to be paid to the government or any local authority related to this Agreement shall be the sole responsibility of **TRANSPAC**.

10. All efforts must be made to complete delivery without delay. In the event that delay becomes unavoidable, it may only take place with the knowledge and written approval of **DEPED**.

The "3D Plan" which provides the schedule of deliveries is attached hereto as "Annex A".

**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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SEAN WINFRED M. PALER
 Transpac

No.	Item/Service Type and Nature of the Item/Service	Cost per Item or Service (in Php)	Maximum Quantity (in CBM or Cubic Meter)	Total Cost per Item or Service (in Php)
1.	Logistics Services for Textbooks & Instructional Materials (2020) to NCR Recipient Schools	760.00	1,142	867,920.00
2.	Logistics Services for Textbooks & Instructional Materials (2020) to CAR Recipient Schools	3,110.00	220	684,200.00
3.	Logistics Services for Textbooks & Instructional Materials (2020) to Region 1 Recipient Schools	2,460.00	634	1,559,640.00
4.	Logistics Services for Textbooks & Instructional Materials (2020) to Region 2 Recipient Schools	3,580.00	440	1,575,200.00
5.	Logistics Services for Textbooks & Instructional Materials (2020) to Region 3 Recipient Schools	1,940.00	1,290	2,502,600.00
6.	Logistics Services for Textbooks & Instructional Materials (2020) to Region 4-A Recipient Schools	1,260.00	1,662	2,043,720.00
7.	Logistics Services for Textbooks & Instructional Materials (2020) to Region 4-B Recipient Schools	4,330.00	445	1,926,850.00
8.	Logistics Services for Textbooks & Instructional Materials (2020) to Region 5 Recipient Schools	3,570.01	909	3,245,139.09
9.	Logistics Services for Textbooks & Instructional Materials (2020) to Region 6 Recipient Schools	5,380.00	1,014	5,455,320.00
10.	Logistics Services for Textbooks & Instructional Materials (2020) to Region 7 Recipient Schools	5,600.00	987	5,527,200.00
11.	Logistics Services for Textbooks & Instructional Materials (2020) to Region 8 Recipient Schools	6,080.00	664	4,037,120.00
12.	Logistics Services for Textbooks & Instructional Materials (2020) to Region 9 Recipient Schools	7,170.00	512	3,671,040.00
13.	Logistics Services for Textbooks & Instructional Materials (2020) to Region 10 Recipient Schools	7,210.01	642	4,628,826.42
14.	Logistics Services for Textbooks & Instructional Materials (2020) to Region 11 Recipient Schools	7,410.00	655	4,853,550.00
15.	Logistics Services for Textbooks & Instructional Materials (2020) to Region 12 Recipient Schools	7,730.00	607	4,692,110.00
16.	Logistics Services for Textbooks & Instructional Materials (2020) to Region 13 Recipient Schools	6,900.00	424	2,925,600.00

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ALAIN DEL P. PASCUA
 Department of Education

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

The contract price shall be paid to **TRANSPAC** in accordance with the

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following disbursement procedures:

TRANSPAC may submit a request for payment based on bi-monthly Progress Reports which shall be attached to the progress billings, and include the cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract. Payment shall be made upon submission of the following documents and other documents required in accounting and auditing rules and regulations, to wit: (i) Signed Delivery Receipts or its equivalent document; (ii) Signed Inspection and Acceptance Reports; (iii) Signed Transfer Manifest; (iv) Signed Property Transfer Report; or as required under the applicable **DEPED** guidelines governing the processing of billings and payment.

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.

For the initial progress payment, a minimum of 25% of the Price of the pertinent Call-Off shall be paid to **TRANSPAC** upon minimum of 25% delivery requirement based on the quantities indicated in this Agreement shall have been fulfilled.

**Article VI
INSURANCE**

The procured goods owned by **DEPED** which is the subject of this Agreement and the object of the Services contemplated under the relevant Framework Agreement and the Call-Off Contracts shall be fully insured by **TRANSPAC** in a freely convertible currency against loss or damage incidental to the hauling, handling, tagging, transportation and warehousing of the procured goods. The goods shall be at the risk of **TRANSPAC** from the time of hauling/pick-up until their final acceptance by **DEPED**, through its authorized officials or personnel, at the delivery sites or, if such goods are to be temporarily kept as buffer stocks, at the designated warehouse. Recovery shall be for the full amount of the value of the procured goods that were lost or damaged.

TRANSPAC will ensure that every delivery is fully insured to the value of the cargo against normal risks (such as, but not limited to, fire, theft, and third-party liability) and of Acts of God or Force Majeure (such as, but not limited to, typhoon, earthquake, strikes and lockouts) at his own expense, and no liability will attach to **DEPED** in this respect.

TRANSPAC will ensure that the drivers of the trucks and their assistants will also be insured and no liability will attach to **DEPED** in this respect. Neither Contractor nor Contractor's employees shall be deemed employees of **DEPED** for any purposes, nor shall they participate in any **DEPED** employee benefit or insurance schemes.


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Transpac


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ALAIN DEPED PASCUA
Department of Education

For these purposes, TRANSPAC warrants the eligibility, capacity and good faith of its insurer, and, thus, shall render itself ultimately liable for the insurer's failure to meet its obligation under its contract, or in any case where recourse to such insurer becomes unavailing.

**Article VII
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 VIII
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: ₱10,196,035.57


MA. RHUNNA L. CATALAN
Chief Accountant

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

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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:

Seán 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 No1-92-135784
11/26/21*

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

Phil Passport P1351126 B 4/04/19

[Signature]
DepEd's Witness

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 eight (8) 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
ALAIN DEL B. PASCUA
Department of Education

Doc. No. 474;
Page No. 96;
Book No. 18;
Series of 2021.

[Signature]
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
UNIT406 ALABANG CORPORATE CENTER, KM 25
WEST SERVICE RD., ALABANG, MUNTINLUPA CITY