



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 (WAREHOUSING SERVICES)**

**KNOW ALL MEN BY THESE PRESENTS:**

*THIS AGREEMENT* made and entered into this    day of NOV 09 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

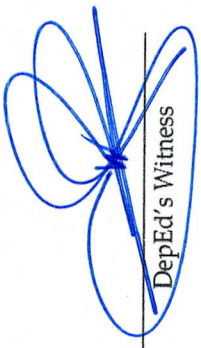
under the terms and conditions thereof.

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

### Article I GENERAL CONDITIONS

This Call-Off Contract, with control number **FAL-LOG-007-006**, is executed for the provision of Warehousing 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:

- |  |  |
|--|--|
| <br>DepEd's Witness | "Agreement" refers to this Call-Off Contract, including and all other documents referred to;   |
| "Charges"  | refers to the payment and the disbursements payable by <b>DEPED</b> , 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 <b>TRANSPAC</b> pursuant to the terms and conditions of this Agreement;                                     |
| "Service Provider"   | refers to <b>TRANSPAC CARGO LOGISTICS, INC.</b> 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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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 sixty (60) 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 provide 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 amount specified in the Framework Agreement List had been exhausted.

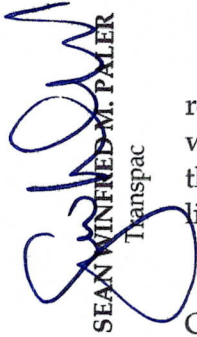
**Article III  
CONSIDERATION AND SCOPE**

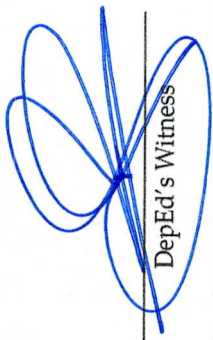
For the consideration of **PHILIPPINE PESOS THIRTY-FOUR MILLION, FIVE HUNDRED THOUSAND AND 00/100 (PhP 34,500,000.00)**, the **DEPED** exercises the option to execute this Agreement and requires **TRANSPAC** to provide the **Warehousing Services (15 lots of at least 200 Square Meters)** in accordance with the terms and conditions of this Agreement. **TRANSPAC** hereby covenants to provide 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 One (1) Year from delivery of the warehouse. The following shall be the technical specifications for the warehouse:

Floor Area	At least two hundred (200) square meters; floor area shall be subject to increase should there be necessity for additional spaces.
Available Facilities	With the following amenities: (i) office space/work station equipped with computers and peripherals; (ii)

  
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ALAIN DELA CRUZ  
Department of Education

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	Comfort Rooms; (iii) Telephone line; (iv) Electrical lines with good network signal or communication to the site; (v) Water system; (vi) Quarters for Taggers or Manpower; (vii) Guard House or Station.
Flood History	No history of inundation for the last three (3) years and any damage due to rainwater.
Space for Maneuvering of Trucks or Parking Facility	Accessible for easy ingress/egress of cargo trucks and trailer trucks to load and unload stocks.
Wind Load	Should be able to withstand a wind velocity of 350 kmh. The structure should be fully sealed against rainwater intrusion during typhoons and heavy rains to protect sensitive materials and equipment. Doors and windows should be fully sealed against strong vertical & lateral rains.
Security and/or Safety Measure	Fenced warehouse area, CCTV surveillance and safety alarms.
Fire Protection Equipment	Entire warehouse area shall be equipped and installed with fire extinguishers.
Accessibility	Concrete roads, accessible to 40" container and/or 10-Wheeler delivery trucks, warehouses are located in the city or near cities.
Topography/Elevation	Minimum of 0.15 m above the existing roadway.
Suitability	The warehouse to be leased shall be suitable for the storage of Technical-Livelihood machineries and equipment, Science and Mathematics tools and equipment, Computers and other accessories, Furniture and Printed Books or Manuals which are ready for occupancy. It shall be free from encumbrances, court litigation and other disputes.

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**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:

ALAIN DEL B. PASCUA  
Department of Education

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)							
II. WAREHOUSING SERVICES							
1	2	3	4	5	6	7	8
Items	Description	Quantity	Cost of lease	Cost of taxes	Cost of other incidental services	Estimated price per unit (col. 4+5+6)	Total Price for Warehousing (col. 7 x 3)



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1	Warehousing Services for at least 200 sqm	15	1,440,000.00	246,428.57	613,571.43	2,300,00000	34,500,000.00
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.							

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.

**TRANSPAC** may submit a request for payment upon acceptance by **DEPED** of the approved warehouse/s. Payment shall be made upon submission of appropriate documents as required in accounting and auditing rules and regulations, COA Circular 2012-001 and other documents as may be prescribed by **DEPED** in support of a request for 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.

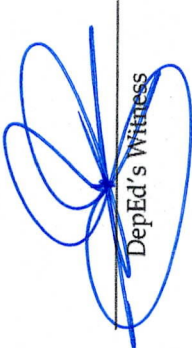
**Article VI  
MISCELLANEOUS PROVISION**

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.

  
SEAN WINFRED M. PALER  
Transpac


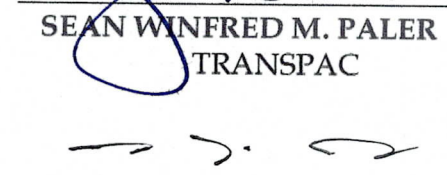
  
DepEd's Witness

  
ALAIN DEL B. PASCUA  
Department of Education

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: ₱34,500,000.-

  
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 NOV 09 2021 day of NOV 09 2021 2021, personally appeared the following and presented their competent proof of identification:

*SEAN WINFRED M. PALER*  
SEAN WINFRED M. PALER  
Transpac

**NAME**

**ALAIN DEL B. PASCUA**  
*Undersecretary*  
Department of Education

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

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

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

*Passport* P1351126 B 4/4/19

*DepEd's Witness*  
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 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.

*ALAIN DEL B. PASCUA*  
ALAIN DEL B. PASCUA  
Department of Education

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Book No. X ;  
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-00090306-07-18  
UNIT 406 ALABANG CORPORATE CENTER, KM 25  
WEST SERVICE RD., ALABANG, MUNTINLUPA CITY 717