



[Signature]
 DIANNA JANE T. BELARMO
 All Transport Network's Witness

[Signature]
 VERNADETTE G. VIVERO
 All Transport Network

PROJECT: Procurement of Hauling Services for the Delivery of Health Care Supplies to Schools Division Offices

CONTRACT NO.: 2021-BLSS2(001)-BI-CB-015-CKI

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 21 day of SEP 2021 by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Assistant Secretary, **ATTY. SALVADOR C. MALANA III**, as per Department Order No. 008, s. 2021, as amended by Department Order No. 023, s. 2021 (hereinafter referred to as "DEPED"); and **ALL TRANSPORT NETWORK, INC.** represented herein by its Authorized Representative, **VERNADETTE G. VIVERO**, with office address at No. 3 Sta. Agueda Avenue, PASCOR Drive, Barangay Sto. Nino, Paranaque City Philippines, (hereinafter referred to as "ALL TRANSPORT NETWORK").

DEPED and **ALL TRANSPORT NETWORK** are collectively called "**PARTIES.**"

WHEREAS, DEPED invited bids for the procurement of hauling services for the delivery of health care supplies to Schools Division Offices consisting of four (4) Lots and received bids from two (2) bidders for Lot No. 1; **DEPED** opened, read, and evaluated the bids of the two (2) bidders and declared **ALL TRANSPORT NETWORK** as having the lowest calculated bid for Lot No. 1; after evaluation, **DEPED** post-qualified and declared the bid of **XIMEX** as the lowest calculated responsive bid for Lot No. 1 in the sum of **PHILIPPINE PESOS FOUR MILLION, THIRTY-ONE THOUSAND, SIX HUNDRED TWELVE and 56/100 (PhP4,031,612.56) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Lot No.	Region	Description	Quantity	Amount (PhP)
1	CAR	Toothbrush - 40	5,364	4,031,612.56
	Region I	pcs	15,656	
	Region II	Toothpaste - 5	13,125	
	Region III	bottles	34,199	
		Liquid Hand Soap - 5 bottles	68,344	

[Signature]
 LOPE DE VENTURA III
 Executive Assistant II
 DepEd's Witness

[Signature]
 ATTY. SALVADOR C. MALANA III
 Department of Education

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, 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 as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i. Philippine Bidding Documents (PBD);
 - a. Schedule of Requirements;
 - b. Technical Specifications;
 - c. General and Special Conditions of the Contract; and
 - d. Bid Bulletin No. 1 dated 15 July 2021.
 - ii. **ALL TRANSPORT NETWORK's** bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - iii. Performance Security;
 - iv. Notice of Award of Contract and **ALL TRANSPORT NETWORK's** conforme thereto; and
 - v. Other contract documents required by existing laws and/or DepEd in the PBD. **ALL TRANSPORT NETWORK** agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Order, and Warranty Security, shall form part of the Contract.
3. Goods shall be picked-up or hauled by **ALL TRANSPORT NETWORK** within **ONE HUNDRED TWENTY (120) CALENDAR DAYS** from the date of receipt of the Notice to Proceed or as may be indicated in the Notice to Proceed. Goods shall be hauled from pick-up point (DepEd Taguig Warehouse) and delivered to DepEd Schools Division Offices nationwide.
4. **ALL TRANSPORT NETWORK** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed therein. The performance security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that **ALL TRANSPORT NETWORK** is in default of any of its obligation under this contract. **ALL TRANSPORT NETWORK** shall be responsible for the extension of its performance security and/or undertake to renew its performance security whenever necessary, and without need of prior notice or instruction from the **DEPED**, to ensure that it is in force and effect for the whole duration of the contract and shall remain valid until completion of the services rendered.


DIANA JANE T. BELARONA
All Transport Network's Witness


VERNADETTE G. VIVERO
All Transport Network


LOPE M. MANTOC III
Executive Assistant II
DepEd's Witness


ATTY. SALVADOR C. MALANA III
Department of Education


5. Services to be rendered under this Contract shall be in accordance with the Scope of Services, Minimum Requirements for Accreditation, Deployment Schedule, Equipment Schedule, and other requirements indicated in the bidding documents, and shall comply with the following specifications:

ITEM DESCRIPTION	SPECIFICATIONS
ITEMS TO BE HAULED	
One kit box contains the following items: 40 toothbrush 5 Bottles of toothpaste 5 bottles of liquid hand soap	Kit box size dimension and weight: Length: 36.1 cm Width: 27.7 cm Height: 18 cm Weight: 7kgs
TRUCKLOAD IN FULL CAPACITY	
2.1 Forward Truck	All 6-wheel light commercial trucks with closed van body 18 feet in length and has 7 tons capacity Capacity: 1,050 kits/ boxes truckload
2.2 6- Wheeler Truck	Commercial trucks with closed van body gross vehicle weight of 4-5 tons Capacity: 650 kits/boxes truckload
2.3 10 Wheeler Van	Trucks with 32 feet in length and has 15 tons capacity Capacity: 1,350 kits/boxes truckload

6. In case **ALL TRANSPORT NETWORK** encounters condition(s) impeding timely delivery of the Goods to DepEd Schools Division Offices, **ALL TRANSPORT NETWORK** shall promptly notify **DEPED** in writing of such condition(s). Any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such requests have become apparent. **ALL TRANSPORT NETWORK** must provide sufficient proof to support any request for work suspension and/or contract period extension.

7. The Contract Price shall be paid to **ALL TRANSPORT NETWORK** in accordance with the following disbursement procedures:

- 7.1. An advance payment not to exceed fifteen percent (15%) of the Contract Price shall be allowed and paid within sixty (60) calendar days from signing of the contract. An irrevocable Letter of Credit or Bank Guarantee of an equivalent amount must be submitted, and shall remain


DINA MARIE S. BALAMO
All Transport Network's Witness


VERNADETTE G. VIVERO
All Transport Network


LOPE P. LOPEZ
DepEd's Witness


ATTY. SALVADOR C. MALANA III
Department of Education


DIMPNA JANE T. BELAROSA
All Transport Network's Witness


VERNADETE G. VIVERO
All Transport Network


LOPE B. SANTOS III
Executive Assistant II
DepEd's Witness


ATTY. SALVADOR C. MALANA III
Department of Education

valid until the goods are delivered, and accompanied by a claim for advance payment;

7.2. **ALL TRANSPORT NETWORK** may submit a request for payment based on Progress Reports which shall be attached to the progress billing and include: (i) the cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the Contract; (ii) signed Delivery Receipts; (iii) signed Inspection and Acceptance Reports; (iv) signed Transfer Manifest; and, (v) signed Property Transfer Report ;

7.3. Subject to the recoupment of the advance payment contemplated in Clause 7.1. above, payment shall be made to **ALL TRANSPORT NETWORK** within sixty (60) days from submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED**, in the following manner:

7.3.1. For the initial progress payment, a minimum of twenty-five percent (25%) of the Contract Price shall be paid to **ALL TRANSPORT NETWORK** upon a minimum of twenty-five percent (25%) delivery and acceptance of the goods by **DEPED's** authorized representative;

7.3.2. Final payment shall constitute release of the retention money in case of completion of delivery, or the balance amount, after it has been called for use.

8. **ALL TRANSPORT NETWORK** shall be liable for liquidated damages in case of breach of any provisions of this Contract to an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **ALL TRANSPORT NETWORK**, or collect from any of the securities posted by **ALL TRANSPORT NETWORK**, whichever is convenient to **DEPED**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.

9. 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 the 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 governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


ATTY. SALVADOR C. MALANA III
DEPED


VERNADETTE G. VIVERO
ALL TRANSPORT NETWORK

SIGNED IN THE PRESENCE OF:


LOPE P. SANTOS III
Executive Assistant II
DEPED's Witness


DIANNA JANE T. BELARUA
ALL TRANSPORT NETWORK's Witness

CERTIFIED FUNDS AVAILABLE: ₱4,031,612.56


MA. RHUNNA L. CATALAN
Chief Accountant

[Signature]
DIANNA JAYNE J. BRALMA
All Transport Network's Witness

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for QUEZON CITY, Philippines,
this SEP 21 2021 day of SEP 21 2021 2021 personally appeared:

[Signature]
VERNADETTE G. VIVERO
All Transport Network

NAME

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

SALVADOR C. MALANA III
Assistant Secretary
Department of Education

VERNADETTE G. VIVERO
Authorized Representative
All Transport Network, Inc.

[Signature]
LOPEZ M. LANTICO III
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 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.

[Signature]
ATTY. SALVADOR C. MALANA III
Department of Education

Doc. No. 953 ;
Page No. 71 ;
Book No. II ;
Series of 2021.

NOTARY PUBLIC

[Signature]
ATTY. MYLANNIE P. MINOG
Notary Public for Quezon City
Adm. Matter No. NP-256 (2020-2021)
Until December 31, 2021
Roll No. 71015
PTR No. 0779765/01-13-21-Quezon City
IBP No. 145878/01-13-21
MCLE Compliance No. VII-0001754/12-03-19
Office of the Judge Advocate General,
Camp General Emilio Aguinaldo, Quezon City