



Maribel Catacutan
 Clientfirst Logistics' Witness

PROJECT: **Hauling of CCP Encyclopedia and Delivery to DepEd Division Offices**

CONTRACT NO.: **2020c-BLR2(015)-BIII-CB006-C016**

CONTRACT AGREEMENT

THIS CONTRACT made and entered into this day of DEC 29 2020 2020 by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Assistant Secretary, **ALMA RUBY C. TORIO**, as per Department Order No. 67, s. 2016 (hereinafter referred to as "**DepEd**"); and **CLIENTFIRST LOGISTICS, INC.**, represented herein by its Authorized Representative and President, **NORMITA B. CATA CUTAN** with office address at 79 P. Florentino St., Sto. Domingo, Quezon City, Philippines, (hereinafter referred to as "**CLIENTFIRST LOGISTICS**").

DepEd and **CLIENTFIRST LOGISTICS** are collectively called "**PARTIES.**"

WHEREAS, **DEPED** invited bids for certain goods and ancillary services for the hauling of CCP Encyclopedia and delivery to DepEd Division Offices consisting of four (4) lots, and received bids from two (2) bidders; **DepEd** opened, read, and evaluated the bids of the two (2) bidders, has passed and approved Resolution to Award No. 2020c-BLR2(015)-BIII-CB-006 and therefore, declared **CLIENTFIRST LOGISTICS, INC.** as having the lowest calculated bid for **Lot 1**; after evaluation, **DepEd** post-qualified and declared the bid of **CLIENTFIRST LOGISTICS, INC.** as the lowest calculated responsive bid for Lot 1 in the sum of **PHILIPPINE PESOS TWO HUNDRED FORTY-SIX THOUSAND THREE HUNDRED FORTY and 00/100 (PhP246,340.00) ONLY**, (hereinafter called the "**Contract Price**"), detailed as follows:

| Lot No. | Description | Quantity | Amount (in Php) |
|---------|-------------|----------|-----------------|
| 1 | ZONE 1 | 452 | PhP246,340.00 |

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 19 October 2020.

Normita B. Catacutan
 Clientfirst Logistics
Alma Ruby C. Torio
 DepEd's Witness
 ALMA RUBY C. TORIO
 Department of Education



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- ii. **CLIENTFIRST LOGISTICS'** 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 **CLIENTFIRST LOGISTICS** conforme thereto; and
- v. Other contract documents required by existing laws and/or DepEd in the PBD. **CLIENTFIRST LOGISTICS** 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.


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3. The goods and services referred to in this Contract shall be delivered to the Project Site/s within **ONE HUNDRED TWENTY (120) CALENDAR DAYS** from receipt of **CLIENTFIRST LOGISTICS** of the Notice to Proceed;

4. **CLIENTFIRST LOGISTICS** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed in the Notice of Award. The performance security shall be posted in favor of **DepEd**, and shall be forfeited in the event it is established that **CLIENTFIRST LOGISTICS** is in default of any of its obligation under the contract. The performance security shall be in force and effect until issuance by **DepEd** of the Certificate of Final Acceptance. For this purpose, **CLIENTFIRST LOGISTICS** undertakes to renew its performance security whenever necessary and without need of prior notice or instruction from **DepEd**, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued;


DEPED's Witness

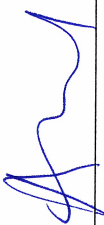
5. **CLIENTFIRST LOGISTICS** shall deliver the goods to the project site/s as indicated in the Distribution List/Allocation List attached to the Bidding Documents unless otherwise instructed by **DepEd**, for justifiable cause. Goods delivered to another school other than the recipient school/project site, without **DepEd's** written authorization and/or approval may be rejected by the latter and may be a possible cause for termination of the Contract;


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6. In case **CLIENTFIRST LOGISTICS** encounters condition(s) impeding timely delivery of the goods, **CLIENTFIRST LOGISTICS** shall promptly notify **DepEd** in writing of such condition(s) and any request for work suspension and/or contract delivery period extension shall be promptly done in writing as soon as circumstances providing justification for such requests have become apparent. **CLIENTFIRST LOGISTICS** must provide sufficient proof to support any request for work suspension and/or contract delivery period extension;

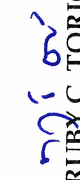
7. The **Contract Price** shall be paid to **CLIENTFIRST LOGISTICS** through the Government disbursement procedures as follows:




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NORMITA B. CATA CUTAN
Clientfirst Logistics


DEPED's Witness


ALMA RUBY C. TORIO
Department of Education

7.1. Upon submission of an irrevocable letter of credit or Bank Guarantee issued by a Universal or Commercial Bank, advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the contract;

7.2. **CLIENTFIRST LOGISTICS** may submit a request for payment based on Progress Reports which shall be attached to the progress billing and include the following: (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract; (ii) Inspection and acceptance reports, including certification by **CLIENTFIRST LOGISTICS**, as approved by the duly authorized representative of **DepEd**, that the items have been delivered;

7.3. Payment shall be made to **CLIENTFIRST LOGISTICS** as promptly as possible after the date of acceptance of Goods at the Project Site and upon submission of the documents specified in SCC Clause 2.2 and other documents required in accounting and auditing rules and regulations, in the following manner:

7.3.i. For the initial progress payment, a minimum of twenty-five percent (25%) of the Contract Price shall be paid to **CLIENTFIRST LOGISTICS** upon a minimum of 25% delivery of the requirements and duly accepted by **DepEd's** representatives;

7.3.ii. Final payment shall constitute release of the retention money in case of expiry of the warranty period, or whatever is left of it, after it has been called for use under the warranty provision.

Payment shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a Special bank guarantee equivalent to at least one percent (1%) of the Contract Price as required under Section 62 of R.A. 9184.

CLIENTFIRST LOGISTICS shall be liable for the damages for the delay in its performance of the Contract and shall pay **DepEd** liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the recipient school concerned. **DepEd** shall deduct the liquidated damages from any money due or which may become due to **CLIENTFIRST LOGISTICS**, or collect from any of the securities or warranties posted by the **CLIENTFIRST LOGISTICS**, 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.

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 Contract to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

ALMA RUBY C. TORIO
Assistant Secretary
DEPARTMENT OF EDUCATION

NORMITA B. CATA CUTAN
President
CLIENTFIRST LOGISTICS, INC.

SIGNED IN THE PRESENCE OF:

ATTY. ARIZ DEL ROSA DEAS D. CAWILAN
DepEd's Witness

Maribel Catacutan
CLIENTFIRST LOGISTICS' Witness

APPROVED BY:

ATTY. SALVADOR C. MALANA III
Assistant Secretary
Procurement and Administration

CERTIFIED FUNDS AVAILABLE: ₱246,340.-

MA. RHUNNA L. CATALAN
Chief Accountant

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for **QUEZON CITY**, Philippines,
this ____ day of DEC 29 2020 2020 personally appeared:

| NAME | GOVERNMENT ISSUED ID (Number, Issued On, Issued By) |
|---|--|
| <u>ALMA RUBY C. TORIO</u> Assistant Secretary Department of Education | A07-02-059045, MARCH 27, 2018 LA UNION LTO |
| <u>NORMITA B. CATA CUTAN</u> President CLIENTFIRST LOGISTICS, Inc. | NO4-03500576, JUNE 22, 2018, LTO |

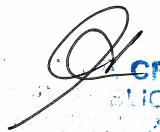
Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of five (5) 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.

Doc. No. 481 ;
Page No. 97 ;
Book No. VII ;
Series of 2020.

NOTARY PUBLIC


CRISOLOGO
Notary Public
Commission Expires (2020-2021)
Commission Issued Jan. 4, 2021
JSP Compliance Reference No. VI-0017262
JSP License No. LRN 03688 / Q.C.
Attorney Roll No. 49462