



PROJECT: Procurement of Hauling Services for the Transport of 2024 Palarong Pambansa Supplies and Equipment
CONTRACT NO.: 2024-PPS(002)-BII-CB-032-C217

CONTRACT

THIS CONTRACT made and entered into this day of JUL 01 2024 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Assistant Secretary for Operations, **FRANCIS CESAR B. BRINGAS**, as per DepEd Order No.1 s. 2023, 09 January, 2023 (hereinafter referred to as "**DEPED**"); and **F2 LOGISTICS PHILIPPINES INC.**, represented herein by its Authorized Representative, **RODRIGO B. VALLARTA**, with office address at F2 Corporate Center, Irasan St., Corner Ninoy Aquino Avenue, San Dionisio Parañaque City, Philippines (hereinafter referred to as "**F2 LOGISTICS**"), as per Omnibus Sworn Statemen dated June 4, 2024 (hereto attached as Annex "A").

DEPED and **F2 LOGISTICS** are collectively called **PARTIES**.

WHEREAS, DEPED invited bids for the Procurement of Hauling Services for the Transport of 2024 Palarong Pambansa Supplies and Equipment consisting of **one (1) Lot**, and received bid from five (5) prospective bidders; **DEPED** opened, read, and evaluated the bids of the bidders and declared **F2 LOGISTICS** as having the Lowest Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **F2 LOGISTICS** as the Lowest Calculated Responsive Bid in the sum of **PHILIPPINE PESOS ONE MILLION, SIX HUNDRED EIGHTY-SIX THOUSAND AND 00/100 (PhP1,686,000.00) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

	Description	Quantity	Amount (PhP)
1 Lot	NCR to Cebu City	4 (Ten-wheeler wing van trucks)	1,686,000.00
	Intracity Delivery/Distribution and Collection after the closing of the 2024 Palarong Pambansa	4 (Four-wheeler closed van trucks)	
	Cebu City to National Capital Region (NCR)	4 (Ten-wheeler wing van trucks)	

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

- In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
- 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 Contract, viz:

F2 LOGISTICS's Witness
[Signature]

RODRIGO B. VALLARTA
 F2 LOGISTICS

DEPED's Witness
[Signature]

FRANCIS CESAR B. BRINGAS
 DEPED

[Handwritten mark]

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- a. Resolution to Award No. 2024-PPS(002)-BII-CB-032 dated June 18, 2024;
- b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;
 - ii. Schedule of Requirements; and
 - iii. Scope of Services and Terms of Reference
- c. **F2 LOGISTICS's** bid, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- d. Performance Security;
- e. Notice of Award (NOA) of Contract and **F2 LOGISTICS's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **F2 LOGISTICS** agrees that additional contract documents of information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the contract execution such as, but not limited to, Notice to Proceed and Variation Order, shall form part of the Contract.

F2 LOGISTICS's Witness

RODRIGO B. VALLARTA
F2 LOGISTICS

DEPED's Witness

FRANCIS CESAR B. BRINGAS
DEPED

- 3. **F2 LOGISTICS** shall post the required Performance Security in the form and amount prescribed therein and enter into contract with DEPED within ten (10) calendar days from receipt by **F2 LOGISTICS** of the Notice of Award (NOA), provided that all documentary requirements are complied with. The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that **F2 LOGISTICS** is in default of any of its obligations under this Contract. **F2 LOGISTICS** shall be responsible for the extension of its performance security and/or undertake to renew its Performance Security whenever necessary, and without the need for prior notice of 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. Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, **DEPED** may reject such security if any such intercalation, superimposition, or alteration affects any material information, or feature of the document.
- 4. The services referred to in this Contract shall be rendered by **F2 LOGISTICS** in accordance with the schedule provided and within the contract duration in Schedule of Requirements of the Bidding documents **from receipt of the Notice to Proceed (NTP)**. **F2 LOGISTICS** shall ensure that the required services will be rendered in accordance with the Schedule of Requirements, which is hereto attached as Annex "B" and made an integral part hereof.

Violation of this provision, based on documents and reports submitted and validated by the authorized receiving personnel may be a cause for the termination of the Contract.

and

GF

Should a violation of this provision causes delay in the fulfillment of obligations, **DEPED** will impose liquidated damages on the **F2 LOGISTICS**, pursuant to Section 9 of this contract


F2 LOGISTICS's Witness

5. The services to be rendered must conform to and comply with the standards mentioned in Section VI. Schedule of Requirements of the Bidding Documents, and must be in accordance with the Terms of Reference as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on **F2 LOGISTICS's** submission, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.


RODRIGO B. VALLARTA
F2 LOGISTICS

6. In case **F2 LOGISTICS** encounters condition(s) impeding timely performance of the required services, **F2 LOGISTICS** shall promptly notify **DEPED** in writing within five (5) calendar days from notice 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 request have become apparent. **F2 LOGISTICS** must provide sufficient proof to support any request for work suspension and/or contract period extension. Contract extension is only allowed for those events which could not be foreseen, or which, though foreseen, were inevitable.


MARVIC B. DUTIL
DEPED's Witness

7. The Contract Price shall be paid to **F2 LOGISTICS** in accordance with the following disbursement procedures:

a. **F2 LOGISTICS** may submit a request for payment based on the following:

- i. Value of actual services rendered based on the schedule of delivery and other relevant terms and conditions of the Contract; and
- ii. Certification by **F2 LOGISTICS**, duly signed and dated by the authorized representative of **DEPED** indicating that the services have been rendered in accordance with the Contract.
- iii. Original and four (4) copies of the Service Provider's Invoice showing the goods and services description, quantity, unit price and total price;
- iv. Original and four (4) copies of Delivery Receipts (DRs); and
- v. Approved Contract.

Other documents in support of a request for payment may be required by **DEPED** pursuant to existing disbursement, accounting, and auditing rules and procedures.


FRANCIS CESAR B. BRINGAS
DEPED

b. Payment shall be made to **F2 LOGISTICS** within 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:

- i. One hundred percent (100%) of the Contract Price shall be paid to **F2 LOGISTICS** in accordance with acceptance of the complete sports materials and equipment to the playing venues and return the same to the Philippines Sports Commission (PSC)




Ultra, PSC Warehouse in Maybunga, Pasig City, and Rizal Memorial Sports Complex;


F2 LOGISTICS must furnish a copy of the above-mentioned documents to the End-User (*Palarong Pambansa* Secretariat).

8. Each party in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012." Any gathered data and information should be protected and respected during the term and even after the termination of this Contract. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.
9. **F2 LOGISTICS** shall be liable for liquidated damages in an amount equal one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion, for every day of delay until such goods are finally rendered and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **F2 LOGISTICS**, or collect from any of the securities posted by **F2 LOGISTICS**, whichever is convenient to **DEPED**. Once the accumulated amount of liquidated damages reaches 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.
10. 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 Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to Republic Act No. 9285 or the "Alternative Dispute Resolution Act of 2004", and its Implementing Rules and Regulations.


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:


FRANCIS CESAR B. BRINGAS
Assistant Secretary for Operations
DEPED


RODRIGO B. VALLARTA
Authorized Representative
F2 LOGISTICS PHILIPPINES INC.,

SIGNED IN THE PRESENCE OF:


MARKVIC B. TOLITOL
DEPED's Witness


REY SIERRA
F2 LOGISTIC's Witness

CERTIFIED FUNDS AVAILABLE: ₱ 1, 480, 000.00

[Signature]
MA. KHUNNAL CATALAN
Chief Accountant

[Handwritten mark]

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____, Philippines,
this ____ day of 01 JUL 2024 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

FRANCIS CESAR B. BRINGAS
Assistant Secretary for Operations
DEPED

DEPED ID NO. 40-570052-2

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.

Doc. No. 144
Page No. 20;
Book No. XVII
Series of 2024.

ATTY. NEARYE BANGIT ALBOPERA
NOTARY PUBLIC
Until December 31, 2025
Pasig City and in the Municipality of Pateros, Metro Manila
PTR No. 1357580 / Pasig City/01 -02-2024
IBP No. 325487; 12/06 /2023 (MD for 2024)
Admitted to the Philippine Bar on 04/12/2022
Roll of Attorney No. 76228
TIN No. 242-007-260-000
G/F Pasig City Hall, Brgy. San Nicolas, Pasig City
Appointment No. 58 (2024-2025)
Cellphone No. 0977-634-4229

CCM

CA

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____, Philippines,
this ____ day of **01 JUL 2024** 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

RODRIGO B. VALLARTA
Authorized Representatives
F2 LOGISTICS PHILIPPINES INC.,

DRIVERS LICENSE
No1-08-016041

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.

ATTY. NEIL TANALUBAN ALBOPERA
NOTARY PUBLIC

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