



Republic of Philippines  
**DEPARTMENT OF EDUCATION**

DepEd Complex, Meralco Avenue, Pasig City  
<https://www.deped.gov.ph/>



**PROJECT:** Procurement of Hauling and Delivery Services for the Delivery of Procured Science and Mathematics Equipment utilizing the FY 2021 Funds Stored at Transpac Carmona Warehouse to DepEd SDO (FY2021 SME)  
**CONTRACT NO.:** 2024c-BLR4(014to015)-BII-CB049-C270

**CONTRACT**

**THIS CONTRACT** made and entered into this DEC 28 2024 day of 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Director IV, **ATTY. ARIZ DELSON ACAY D. CAWILAN**, as per DepEd Order No. 017. s. 2024 dated 4 December 2024 (hereinafter referred to as "**DEPED**"); and **NONPAREIL INTERNATIONAL FREIGHT AND CARGO SERVICES INC.**, represented herein by its Domestic Forwarding Manager, **ROSETTE B. REY** with office address at One Sta Ana Drive, Barangay Sunvalley, Parañaque City (hereinafter referred to as "**NONPAREIL**"), as per Omnibus Sworn Statement dated October 28, 2024 (hereto attached as Annex "A").

**DEPED** and **NONPAREIL** are collectively called **PARTIES**.

**WHEREAS, DEPED** invited bids for the Procurement of Hauling and Delivery Services for the Delivery of Procured Science and Mathematics Equipment utilizing the FY 2021 Funds Stored at Transpac Carmona Warehouse to DepEd SDO (FY2021 SME) consisting of **eight (8) Lots**, and received bid from **seven (7)** prospective bidders; **DEPED** opened, read, and evaluated the bids of the bidders and declared **NONPAREIL** as having the Lowest Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **NONPAREIL** as the Lowest Calculated Responsive Bid in the sum of **PHILIPPINE PESOS ONE MILLION, SEVEN HUNDRED SEVENTY-THREE THOUSAND, ONE HUNDRED SEVENTY-FIVE AND 78/100 (PhP1,773,175.78) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Lot No.	Region/Description	Schools Division Offices	Estimated Volume in Cubic Meters/Packages	Estimated Weight in Kilograms	Approved Budget for the Contract (ABC) In PhP
1	CAR	8	877.41	67,638.56	1,773,175.78

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract, words and expressions shall have the same meaning 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 Contract, viz:

Rosalyn Ballano  
Nonpareil's Witness

ROSETTE B. REY  
Nonpareil's Authorized Representative

Layla B. Baboy  
DEPED's Witness

ATTY. ARIZ DELSON ACAY CAWILAN  
DEPED

  
Rosalyn Gallano  
Nonpareil's Witness

  
ROSEMARIE B. REY  
Nonpareil's Authorized Representative

  
Liza A. Debesa  
DEPED's Witness

  
ATTY. ARIZ DELSON ACAY CAWILAN  
DEPED

- a. Resolution to Award No. 2024c-BLR4(014to015)-BII-CB-049 dated November 12, 2024;
  - b. Philippine Bidding Documents;
    - i. General and Special Conditions of the Contract;
    - ii. Schedule of Requirements;
    - iii. Technical Specifications, Scope of Services and Terms of Reference;
    - iv. Bid Bulletin No. 1 dated October 16, 2024; and
    - v. Bid Bulletin No. 2 dated October 23, 2024
  - c. **NONPAREIL'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 **NONPAREIL's** conforme thereto; and
  - f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **NONPAREIL** 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.
3. **NONPAREIL** shall post a Performance Security within **ten (10)** calendar days from receipt of the NOA by the Bidder from the Procuring Entity but in no case later that prior to the signing of the Contract by both parties, the **NONPAREIL** shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that **NONPAREIL** is in default of any of its obligations under this Contract. **NONPAREIL** 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 **NONPAREIL** at the School Division Offices within **forty-five (45) calendar days from the receipt of the Notice to Proceed (NTP) by the successful bidder**. **NONPAREIL** 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.

  
Rosalyn Gallano  
Nonpareil's Witness

  
ROSEETTE B. REY  
Nonpareil's Authorized Representative

  
Jay P. Babay  
DEPED's Witness

  
ATTY. ARIZ DELSON ACAY CAWILAN  
DEPED

Violation of this provision, based on documents and reports submitted and validated by the **DEPED** authorized receiving personnel may be a cause for the termination of the Contract and shall be subject to liquidated damages pursuant to Item 9 of this Contract.

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 and Technical Specifications as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on **NONPAREIL**'s submission, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.
6. In case **NONPAREIL** encounters condition(s) impeding timely performance of the required services, **NONPAREIL** 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. **NONPAREIL** must provide sufficient proof to support any request for work suspension and/or contract period extension.
7. The Contract Price shall be paid to **NONPAREIL** in accordance with the following disbursement procedures:
  - a. **NONPAREIL** 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 **NONPAREIL**, duly signed and dated by the authorized representative of **DEPED** indicating that the services have been rendered in accordance with the 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.

- b. Payment shall be made to **NONPAREIL** 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:
  - i. Progressive payment on fixed milestones will be used. This is This is upon the submission of eligible documents equivalent to; Milestone 1: 25%, Milestone 2: 25%, Milestone 3: 25%, and Milestone 4: 25% = 100% of the total contract price with complete delivery and acceptance by the recipient SDOs.

DepEd shall only pay for the actual volume or weight delivered based on the estimated volume or weight as herein provided.

  
Rosally Gallano  
Nonpareil's Witness

  
ROSEETTE B. REY  
Nonpareil's Authorized Representative

  
DEPED's Witness

  
ATTY. ARIZ DELSON ACAY CAWILAN  
DEPED

- ii. For full payment, please refer to the COA CIRCULAR NO. 2023-004 – June 14, 2023 and any other government applicable rules and regulations

- NONPAREIL** must furnish a copy of the above-mentioned documents to the End-User (Bureau of Learning Resources-Cebu) and the Contract Management Division of the Procurement Management Service, Central Office).
- 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” and its Implementing Rules and Regulations and applicable National Privacy Commission issuances. 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. **NONPAREIL** shall be liable for liquidated damages in an amount equal to 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 **NONPAREIL**, or collect from any of the securities posted by **NONPAREIL**, 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 exert their best efforts to properly resolve any differences or disagreements with respect to any issue arising from or in connection with the provisions of this Contract. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation.

In case of failure to settle differences, the dispute, arising out of or in connection of this Contract, shall be referred to arbitration administered by three (3) accredited arbitrators to be appointed by **BOTH PARTIES** in accordance with the rules on ADR under RA No. 9285 and other relevant rules, regulations, and issuances.

**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:

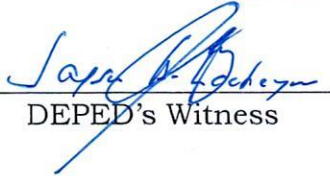
**ATTY. ARIZ DELSON ACAY D. CAWILAN**

 Director IV  
DEPED

**ROSETTE B. REY**

 Domestic Forwarding Manager  
NONPAREIL INTERNATIONAL  
FREIGHT AND CARGO SERVICES  
INC.

SIGNED IN THE PRESENCE OF:

  
DEPED's Witness

  
NONPAREIL's Witness

CERTIFIED FUNDS AVAILABLE: ₱1,773,175.78

  
**MA. RHUNNA L. CATALAN**  
Chief Accountant  


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

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in PASIG CITY, Philippines,  
this \_\_\_\_ day of DEC 28 2024 2024 personally appeared:

**NAME**

**GOVERNMENT ISSUED ID**

*(Number, Issued On, Issued By)*

**ATTY. ARIZ DELSON ACAY D. CAWILAN**


Director IV  
DEPED

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.

NOTARY PUBLIC


  
Christopher C. Sandico  
Commission No. 29 (2023-2024)  
Notary Public for Pasig, Pateros and San Juan  
Until December 31, 2024  
27 Duhat St. Valle Verde 1, Brgy. Ugong Pasig City  
Roll No. 50321  
PTR No. 8141299; 1-21-2022; Pasig City  
IBP No. 5326 (lifetime) Rizal

Doc. No. 447 ;  
Page No. 91 ;  
Book No. VII ;  
Series of 2024.

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

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in PASIG CITY, Philippines,  
this \_\_\_\_ day of DEC 28 2024 2024 personally appeared:

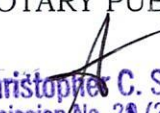
NAME	GOVERNMENT ISSUED ID
 <b>ROSETTE B. REY</b> Domestic Forwarding Manager NONPAREIL INTERNATIONAL FREIGHT AND CARGO SERVICES INC.	<i>(Number, Issued On, Issued By)</i>

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.

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NOTARY PUBLIC  
  
**Christopher C. Sandico**  
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