



Federico O. Cruz II
 Ximex's Witness

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

CONTRACT NO.: 2021-BLSS2(001)-BI-CB-015-CH2

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 21st day of SEPTEMBER 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 **XIMEX DELIVERY EXPRESS, INC.** represented herein by its Authorized Representative, **AMITA A. EBRON**, with principal office address at Sto. Domingo Road, Brgy. Mayapa, Calamba City, Laguna, Philippines (hereinafter referred to as "XIMEX").

DEPED and XIMEX 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 a bid from a single bidder for Lot No. 2; DEPED opened, read, and evaluated the bid and declared XIMEX as having the single calculated bid for Lot No. 2; after evaluation, DEPED post-qualified and declared the bid of XIMEX as the single calculated responsive bid for Lot No. 2 in the sum of **PHILIPPINE PESOS TWO MILLION, FIVE HUNDRED SIXTEEN THOUSAND, EIGHTY-EIGHT and 96/100 (PhP 2,516,088.96) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Lot No.	Region	Description	Quantity	Amount (PhP)
2	Region IV-B	Toothbrush - 40 pcs	13,766	2,516,088.96
	Region V	Toothpaste - 5 bottles	22,468	
		Liquid Hand Soap - 5 bottles	36,234	

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.

Amita A. Ebron
 Ximex

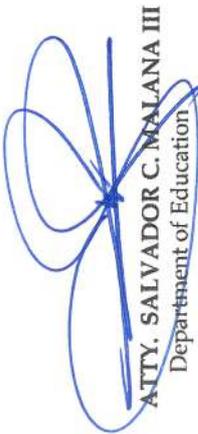
Lope B. Santos III
 Exec. Assistant II
 DepEd's Witness

Atty. Salvador C. Malana III
 Department of Education


FEDERICO O. CRUZ II
Ximex's Witness


AMITA A. EBON
Ximex


LOPE S. SANTOS III
Executive Assistant II
Director IV
Office of the Director
DEPED's Witness


ATTY. SALVADOR C. MALANA III
Department of Education

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. XIMEX'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 XIMEX's conforme thereto; and
 - v. Other contract documents required by existing laws and/or DepEd in the PBD. XIMEX 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 XIMEX 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. XIMEX 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 XIMEX is in default of any of its obligation under this contract. XIMEX 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.
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 **XIMEX** encounters condition(s) impeding timely delivery of the Goods to DepEd Schools Division Offices, **XIMEX** 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. **XIMEX** must provide sufficient proof to support any request for work suspension and/or contract period extension.

7. The Contract Price shall be paid to **XIMEX** 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 valid until the goods are delivered, and accompanied by a claim for advance payment;

7.2. **XIMEX** 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


FEDERICO D. CRUZ II
Ximex's Witness


AMITA A. EBRON
Ximex


LOPEZ S. SANTOS III
Executive at II
OIC - Director IV
1988-Office of the Director
DEPED's Witness


ATTY. SALVADOR C. MALANA III
Department of Education


FEDERICO O. CRUZ II
Ximex's Witness

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 **XIMEX** 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 **XIMEX** 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.


AMITA A. EBRON
Ximex

8. **XIMEX** 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 **XIMEX**, or collect from any of the securities posted by **XIMEX**, 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.


LOPE B. SANTOS III
Executive Assistant II
Office Director IV
108-Office of the Director
DEPED's Witness


ATTY. SALVADOR C. MALANA III
Department of Education

SIGNED, SEALED AND DELIVERED BY:

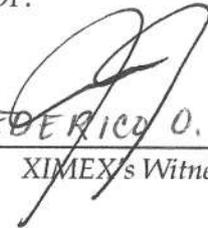

ATTY. SALVADOR C. MALANA III
DEPED


AMITA A. EBON
XIMEX

SIGNED IN THE PRESENCE OF:


LOPE B. SANTOS III
Executive Assistant II
OIC - Director IV
CES-Office of the Director

DEPED's Witness


FEDERICO O. CRUZ II

XIMEX's Witness

CERTIFIED FUNDS AVAILABLE: ₱2,576,088.96


MA. RHUNNA L. CATALAN

Chief Accountant


FEDERICO O. CRUZ I
Ximex's Witness

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

Taguig City

ACKNOWLEDGMENT

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

NAME

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

SALVADOR C. MALANA III
Assistant Secretary
Department of Education

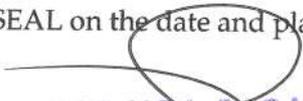
AMITA A. EBRON
Authorized Representative
Ximex Delivery Express, Inc.

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.

Doc. No. 169;
Page No. 95;
Book No. VI;
Series of 2021.


PIO WINDALE A. DAOAS
Notary Public for Taguig City
NOTARY PUBLIC
Until 12-30-2022; App. No. 65 (2021-2022)
PTR No. A-5064317; 01-04-21; Taguig City
IBP No. 151208; 01- 14-2021; RSM
MCLE No. VI-0030744; 11-19-2021; Roll No. 55854
2nd Floor De Vera Bldg. 39 Ballester Sreet
Central Signal Village, Taguig City


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OIC, Director IV
DepEd-Office of the Director
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