



*FEDER MO 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-C199

**CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into this 21<sup>st</sup> day of SEPTEMBER 2021 by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Secretary, **LEONOR MAGTOLIS BRIONES**, 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. EBON**, with principal office address at Sto. Domingo Road, Brgy. Mayapa, Calamba City, Laguna, Philippines (hereinafter referred to as "**XIMEX**").

*AMITA A. EBON*  
 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. 4; **DEPED** opened, read, and evaluated the bid and declared **XIMEX** as having the single calculated bid for Lot No. 4; after evaluation, **DEPED** post-qualified and declared the bid of **XIMEX** as the single calculated responsive bid for Lot No. 4 in the sum of **PHILIPPINE PESOS SEVEN MILLION, FIVE HUNDRED FIFTY-SEVEN THOUSAND, THREE HUNDRED SEVENTY-ONE and 40/100 (PhP7,557,371.40) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

*LOPE B. SANTOS III*  
 Executive Assistant II  
 Office Director IV  
 BLSS-DEPED's Witness

Lot No.	Region	Description	Quantity	Amount (PhP)
4	Region IX	Toothbrush - 40 pcs	14,792	7,557,371.40
	Region X	Toothpaste - 5 bottles	19,084	
	Region XI	Liquid Hand Soap - 5 bottles	18,324	
	Region XII		17,462	
	CARAGA		10,899	
	BARMM		14,620	
			95,181	

*LEONOR MAGTOLIS BRIONES*  
 Department of Education




  
FEDERICO O. CRUZ II  
Ximex's Witness

**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. 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:

  
AMITA A. EBRON  
Ximex

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

  
LEONOR MAGTOLIS BRIONES  
Department of Education



*[Signature]*  
**FEDERICO O. CRUZ II**  
 Ximex's Witness

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

*[Signature]*  
**AMITA A. EBRON**  
 Ximex

*[Signature]*  
**LOPE B. SANTOS III**  
 Executive Assistant II  
 Office Director IV  
 DEPED's Witness

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

*[Signature]*  
**LEONOR MAGTOLIS BRIONES**  
 Department of Education



  
FEDERICO O. CRUZ II  
Ximex's Witness

  
AMITA A. EBON  
Ximex

  
LOPE B. SANTOS III  
Executive Assistant II  
OIC, Director  
CLASS-01/DEPED's Witness

  
LEONOR MAGTOLIS BRIONES  
Department of Education

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.

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.




SIGNED, SEALED AND DELIVERED BY:

  
LEONOR MAGTOLIS BRIONES  
DEPED

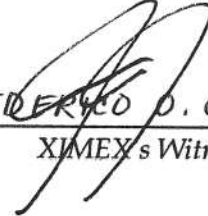
  
AMITA A. EBON  
XIMEX

SIGNED IN THE PRESENCE OF:

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

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DEPED's Witness

  
FEDERICO D. CRUZ II  

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XIMEX's Witness

CERTIFIED FUNDS AVAILABLE: ₱ 7,557,371.40

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MA. RHUNNAL L. CATALAN  
Chief Accountant



*FEDERICO D. CRUZ II*  
FEDERICO D. CRUZ II  
Ximex's Witness

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

Taguig City

ACKNOWLEDGMENT

SEP 21 2021

BEFORE ME, a Notary Public in and for \_\_\_\_\_, Philippines,  
this \_\_\_\_ day of \_\_\_\_\_ 2021 personally appeared:

NAME

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

LEONOR MAGTOLIS BRIONES  
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. 407 ;  
Page No. 95 ;  
Book No. VI ;  
Series of 2021.

*PIO WINDALE A. DAOAS*  
PIO WINDALE A. DAOAS  
NOTARY PUBLIC  
Notary Public for Taguig City  
Until 12-30-2022; App. No. 68 (2021-2022)  
PTR No. A-5064319; 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 Street  
Central Signal Village, Taguig City

*AMITA A. EBRON*  
AMITA A. EBRON  
Ximex

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

*LEONOR MAGTOLIS BRIONES*  
LEONOR MAGTOLIS BRIONES  
Department of Education

