



M. Remitar
NEIL V. REMITAR
 XIMEX's Witness

PROJECT: Procurement of Freight, Handling, and Forwarding Services for the Delivery of Various Learning Resources (9 Projects)
CONTRACT NO.: 2023c-BLR2(005to013)-BI-CB-015-C017

CONTRACT

THIS CONTRACT made and entered into this 17th day of NOVEMBER 2023 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary and Chief of Staff, **ATTY. MICHAEL WESLEY T. POA** (hereinafter referred to as "DEPED"); and **XIMEX DELIVERY EXPRESS, INC.**, represented herein by its Account Executive, **AMITA A. EBON**, with office address at Sto. Domingo Road, Brgy. Mayapa, Calamba City, Laguna (hereinafter referred to as "XIMEX") as per Omnibus Sworn Statement dated June 20, 2023 (hereto attached as Annex "A").

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

WHEREAS, **DEPED** invited bids for the freight services consisting of **three (3) lots**, and received bids from six (6) prospective bidders for Lot No. 1; **DEPED** opened, read, and evaluated the bids of the bidders and declared **XIMEX** as having the Lowest Calculated Bid for Lot No. 1; after evaluation, **DEPED** post-qualified and declared the bid of **XIMEX** as the Lowest Calculated Responsive Bid for Lot No. 1 in the sum of **PHILIPPINE PESOS FOURTEEN MILLION, SEVEN HUNDRED THIRTY-FOUR THOUSAND, ONE HUNDRED THIRTY and 00/100 (PhP14,734,130.00) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Lot No.	Description	Amount (PhP)
1	Procurement of Freight, Handling and Forwarding Services for the Delivery of Buffer Stocks in Taguig, Preventive Drug Education Resource Materials, and Accessible Format Materials	14,734,130.00

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:
 - a. Resolution to Award No. **2023c-BLR2(005to013)-BI-CB-015** dated July 11, 2023;
 - b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;

A. Ebon
AMITA A. EBON
 XIMEX

A. D. Cavilan
ARIZ DELSON ACAY D. CAWILAN
 DEPED's Witness

M. Wesley T. Poa
ATTY. MICHAEL WESLEY T. POA
 DEPED

[Handwritten signature]


METL V. REMITAR
XIMEX's Witness

- ii. Schedule of Requirements;
- iii. Terms of Reference;
- iv. Bid Bulletin No. 1 dated June 20, 2023;

- c. **XIMEX'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 **XIMEX's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **XIMEX** 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. **XIMEX** shall post a Performance Security within 10 calendar days from receipt of the NOA in the form and amount prescribed therein. The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that **XIMEX** is in default of any of its obligations 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 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.

4. The services referred to in this Contract shall be rendered by **XIMEX** within **one hundred twenty (120) calendar days** from the receipt of the Notice to Proceed (NTP) or from the date indicated in the NTP. **XIMEX** 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.

Services rendered at sites other than the designated site without **DEPED's** written authorization and/or approval may be rejected by the latter. 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 Section 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 as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on **XIMEX's** submission, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.


ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness


WESLEY T. POA
DEPED


MICHAEL
DEPED


NETL V. REMITAR
XIMEX's Witness

6. In case **XIMEX** encounters condition(s) impeding timely performance of the required services, **XIMEX** 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. **XIMEX** must provide sufficient proof to support any request for work suspension and/or contract period extension.

DEPED accepts no liability for the damage of goods during transit. Risk and title to the goods will not be deemed to have passed to **DEPED** until its receipt and acceptance at the final destination through its authorized receiving personnel.

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

- a. **XIMEX** 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 **XIMEX**, 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 **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:
 - i. For the progress payments, a minimum of 25% of the Contract Price shall be paid to **XIMEX** upon complete performance of at least 25% of the services and acceptance of the same by the duly authorized DepEd representative at the designated delivery sites;
 - ii. Final payment shall consist of the full and final payment of the unpaid services, subject to the submission of the required documents under the Bidding Documents.

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. 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. **XIMEX** 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,


AMITA A. EBRO
XIMEX


ARIZ DEMSON ACAY D. CAWILAN
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED

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


ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
DEPED


AMITA A. EBON
Account Executive
XIMEX

SIGNED IN THE PRESENCE OF:


ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness


NEIL V. REMITAR
XIMEX's Witness

CERTIFIED FUNDS AVAILABLE: ₱14,734,130.-


M.A. RHUNNA L. CATALAN

Chief Accountant

July 11/10



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

ACKNOWLEDGMENT

LAS PIÑAS CITY

BEFORE ME, a Notary Public in and for _____,
Philippines, this ____ day of **05 DEC 2023** 2023 personally appeared:

NAME

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

ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
DEPED

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of four (4) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. 69 ;
Page No. 15 ;
Book No. 2 ;
Series of 2023.

NOTARY PUBLIC
ATTY. JOEBERT D. ABIBAS
Notarial Commission No. LP 23-040
Valid Until Dec. 31, 2024
Roll No. 4700
PTR No. 10624275-10/04/23- Las Piñas City
IBP No. 201433-10/06/22
MCLE FOR COMPLIANCE

J. P.

REPUBLIC OF THE PHILIPPINES)
LAS PIÑAS CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for **LAS PIÑAS CITY**,
Philippines, this ____ day of **DEC 01 2023** 2023 personally appeared:

NAME
AMITA A. EBRON
Authorized Representative
XIMEX

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

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of four (4) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

DEC 01 2023

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. 89;
Page No. 19;
Book No. XI;
Series of 2023.


NOTARY PUBLIC
ATTY. ESTER T. VILLARIN
Notary Public

Appointment No. LP 22-044
Until December 31, 2024

ROLL NO. 31643

PTR NO 12491083J - 01/10/23 - Las Piñas

TBP NO. 17322- 01/10/22

MCLE EXEMPTED NO. VII-JMETC-002276

