



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-C019

CONTRACT

THIS CONTRACT made and entered into this 25th day of NOVEMBER 2023 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary for Curriculum and Teaching, **DR. GINA O. GONONG**, as per Department Order No. 001, s. 2023, dated 09 January 2023 and Office Order OO-OSEC-2023-60, dated 14 March 2023 (hereinafter referred to as "**DEPED**"); and **XIMEX DELIVERY EXPRESS, INC.**, represented herein by its Account Executive, **AMITA A. EBRON**, 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 four (4) prospective bidders for Lot No. 3; **DEPED** opened, read, and evaluated the bids of the bidders and declared **XIMEX** as having the Lowest Calculated Bid for Lot No. 3; after evaluation, **DEPED** post-qualified and declared the bid of **XIMEX** as the Lowest Calculated Responsive Bid for Lot No. 3 in the sum of **PHILIPPINE PESOS THREE MILLION, SIX HUNDRED FIFTY THOUSAND, FIVE HUNDRED SIXTY and 00/100 (PhP3,650,560.00) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Lot No.	Description	Amount (PhP)
3	Procurement of Freight, Handling and Forwarding Services for the Delivery of CCP Encyclopedias of Philippine Art	3,650,560.00

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;

[Signature]
NEILL V. REMITAK
 XIMEX's Witness

[Signature]
AMITA A. EBRON
 XIMEX

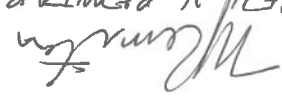
[Signature]
ARIZ DELSON ACAY D. CAWILAN
 DEPED's Witness

[Signature]
DR. GINA O. GONONG
 DEPED

[Handwritten mark]

- 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.


 NEIL V. REMITAR
 XIMEX's Witness

- 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.


 AMITA A. EBRON
 XIMEX

- 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). **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.

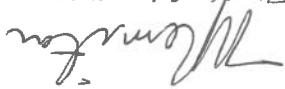

 ARIZ DELSON ACAY D. CAWILAN
 DEPED's Witness

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 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.


 DR. GINA O. GORONG
 DEPED


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.


NEIL V. REMITAR
XIMEX's Witness

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.


AMITA A. EBRON
XIMEX

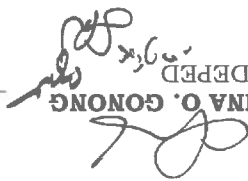
Other documents in support of a request for payment may be required by **DEPED** pursuant to existing disbursement, accounting, and auditing rules and procedures.

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


ARIZ DELSON ACAY D. CAMILAN
DEPED's Witness

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.


DR. GINA O. GONONG
DEPED



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,

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:


DR. GINA O. GONING
Undersecretary for
Curriculum and Teaching
DEPED 


AMITA A. EBON
Account Executive
XIMEX


ARIZ NELSON ACAY D. CAWILAN
DEPED's Witness

SIGNED IN THE PRESENCE OF:

NEEL N. REMITAR
XIMEX's Witness

CERTIFIED FUNDS AVAILABLE: ₱ 3,650,000.00


MA. RHUNNA L. CATALAN
Chief Accountant

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 _____ 2023 personally appeared:

05 DEC 2023

NAME

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

DR. GINA O. GONONG
Undersecretary for
Curriculum and Teaching
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.

NOTARY PUBLIC

Doc. No. 76 ;
Page No. 15 ;
Book No. 2 ;
Series of 2023.

ATTY. JOEBERT D. ABIBAS

Notarial Commission No. LP/23-040

Valid Until Dec. 31, 2024

RCH No. 47703

PTR No. 355-375J-20/04/23- Las Piñas City

IBP No. 23745-10/05/22

MCLE FOR COMPLIANCE

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 DEC 01 2023 day of DEC 01 2023 2023 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

AMITA A. EBRON
Authorized Representative
XIMEX

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. 90;
Page No. 19;
Book No. XI;
Series of 2023.

Ester T. Villarín
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

JBP NO. 17322-01/10/22

MCLE EXEMPTED NO. VII-JMETC002274

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