



**PROJECT:** Procurement of Freight, Handling, and Forwarding Services for the Delivery of the Procured Science and Mathematics Equipment utilizing the FY 2021 Funds Stored at Nikka Trading's Warehouse  
**CONTRACT NO.:** 2023c-BLR4(008)-BI-NPTOC082-C136

**CONTRACT**

**THIS CONTRACT** made and entered into this DEC 29 2023 day of 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**, as per Office Order OO-OSEC-2023-267, dated 17 October 2023 (hereinafter referred to as "**DEPED**"); and **XIMEX DELIVERY EXPRESS, INC.**, represented herein by its Authorized Representative, **FEDERICO O. CRUZ II**, with office address at Sto. Domingo Road, Brgy. Mayapa, Calamba City, Laguna (hereinafter referred to as "**XIMEX**")

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

**WHEREAS, DEPED** requested quotations from prospective service providers for the procurement of freight, handling, and forwarding services for the delivery of the procured science and mathematics equipment stored at nikka trading's warehouse, and received a quotation from a sole prospective service provider; **DEPED** evaluated and declared **XIMER** as having the Single Calculated Quotation for the project; after post-qualification, **DEPED** declared the quotation of **XIMEX** as the Single Calculated Responsive Quotation in the sum of **PHILIPPINE PESOS NINETEEN MILLION THREE HUNDRED FIFTY THOUSAND and 00/100 (PhP19,350,000.00) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

	Description	Amount (PhP)
1 Lot	Procurement of Freight, Handling and Forwarding Services for the Delivery of the Procured Science and Mathematics Equipment utilizing the FY 2021 Funds stored at Nikka Trading's Warehouses	19,350,000.00

**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 Project Reference.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 shall be deemed to form and be read and construed as part of this Contract, viz:
  - a. Resolution to Award No. **2023c-BLR4(008)-BI-NPTOC-082** dated December 21, 2023;
  - b. Notice of Award of Contract and **XIMEX** conforme thereto;

*[Signature]*  
**PAOLO GONZALES**  
 XIMEX's Witness

*[Signature]*  
**FEDERICO O. CRUZ II**  
 XIMEX

*[Signature]*  
**ARIZ DELA CRUZ**  
 DEPED's Witness

*[Signature]*  
**ATTY. MICHAEL WESLEY T. POA**  
 DEPED



  
RICO GONZALEZ  
XIMEX's Witness

- c. **XIMEX's** offer, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- d. Terms and Conditions;
- e. Schedule of Requirements;
- f. Technical Specifications; and
- g. Other contract documents required by existing laws and/or **DEPED**. **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. The service provider referred to in this Contract shall complete the delivery of the goods within **thirty (30) calendar days** subject to **XIMEX's receipt of the Notice to Proceed (NTP)**. Goods shall be delivered to the Schools included in the List of Recipient Schools as determined by **DEPED**.

  
FEDERICO O. CRUZ II  
XIMEX

4. **XIMEX** shall, in addition to its obligation in Item No. 3, shall strictly comply with the instructions stated in paragraph C, page 8, Annex "A" Schedule of Requirements.

  
ARIZ DESCHAMPS  
DEPED's Witness

5. The service provider referred to in this Contract must conform to and comply with the final technical specifications as approved by the Bids and Awards Committee based on the actual offer of **XIMEX**, and reflected in the post-qualification report, which is hereto attached as Annex "B" and made an integral part hereof.

6. **XIMEX** shall be responsible for the sources of its goods, services, and/or equipment, and shall provide the same in accordance with the schedule and specifications of the award, including incidental and additional services as specified in the Terms and Conditions, if any. Failure on the part of **XIMEX** to comply with this provision shall be a ground for cancellation of the Contract.

  
ATTY. MICHAEL WESLEY T. POA  
DEPED

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

- a. One hundred percent (100%) of the Contract Price shall be paid to **XIMEX** upon complete delivery of the goods and acceptance by **DEPED** subject to the submission of the required documents;
- b. Final payment shall consist of the full and final payment of the unpaid inspected and accepted goods, subject to the submission of the required documents under the Project Reference;
- c. Retention money shall be released at the expiration of the warranty period or the remaining amount in case it has been utilized pursuant to the warranty provision; and
- d. Progress payment is allowed upon submission of eligible documents equivalent to at least 25% of the contract price with complete delivery to the recipient schools.

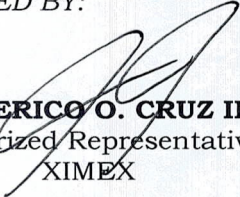


8. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to RA 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.

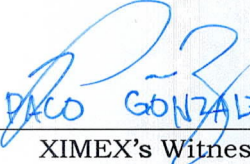
SIGNED, SEALED AND DELIVERED BY:

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


  
**FEDERICO O. CRUZ II**  
Authorized Representative  
XIMEX

SIGNED IN THE PRESENCE OF:

  
**ARIZ BELSON ACAY D. CAWILAN**  
DEPED's Witness

  
**DACO GONZALES**  
XIMEX's Witness

CERTIFIED FUNDS AVAILABLE: ₱ 19, 350, 000.00

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



REPUBLIC OF THE PHILIPPINES)  
Pasig City, METRO MANILA) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for Pasig City, Philippines,  
this \_\_\_\_ day of 29 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

*Michael W. Poa*  
NR 68-6044162

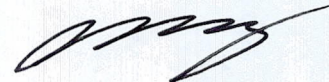
Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of five (5) 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

Doc. No. 37 ;  
Page No. 9 ;  
Book No. I ;  
Series of 2023.



**Jose Miguel A. Fernandez**  
Attorney's Roll No. 52523  
Unit 503 Taipan Place, F. Ortigas Jr. Road, Pasig City  
Notary Public for Pasig City  
Appointment No. 181 (2022-2023)  
IBP No. 705805 (01-27-23) SM  
PTR No. 0177679 (01-24-23) Pasig City



REPUBLIC OF THE PHILIPPINES)  
Pasig City, METRO MANILA) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for Pasig City, Philippines,  
this \_\_\_\_ day of 29 DEC 2023 2023 personally appeared:

<b>NAME</b>	<b>GOVERNMENT ISSUED ID</b>
	<i>(Number, Issued On, Issued By)</i>
<b>FEDERICO O. CRUZ II</b> Authorized Representative XIMEX DELIVERY EXPRESS, INC.	<i>Pag 1big 10 no:</i> <i>1210 - 4310 - 8059</i>

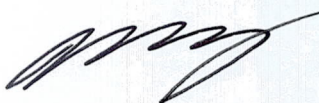
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Attorney's Roll No. 52523  
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Notary Public for Pasig City  
Appointment No. 181 (2022-2023)  
IBP No. 705805 (01-27-23)); RSM  
PTR No. 0173679 (01-24-23)); Pasig City