



PROJECT: Procurement of Hauling and Delivery Services for Various LRs - Carmona Warehouse
CONTRACT NO.: 2024c-BLR2(027to029)-BII-CB050-C286

CONTRACT

THIS CONTRACT made and entered into this 27th day of DECEMBER 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Director IV, **ATTY. ARIZ DELSON ACAY D. CAWILAN**, as per DepEd Order No. 017. s. 2024 dated 4 December 2024 (hereinafter referred to as "**DEPED**"); and **XIMEX DELIVERY EXPRESS, INC.**, represented herein by its President, **FEDERICO O. CRUZ II**, with office address at Sto. Domingo Road Brgy. Mayapa Calamba City Laguna (hereinafter referred to as "**XIMEX**"), as per Omnibus Sworn Statement dated October 21, 2024 (hereto attached as Annex "A").

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

WHEREAS, DEPED invited bids for the Procurement of Hauling and Delivery Services for Various LRs - Carmona Warehouse consisting of **ten (10) Lots**, and received bid from **five (5)** prospective bidders; **DEPED** opened, read, and evaluated the bids of the bidders and declared **XIMEX** as having the Lowest Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **XIMEX** as the Lowest Calculated Responsive Bid in the sum of **PHILIPPINE PESOS THREE MILLION, THREE HUNDRED EIGHTY-NINE THOUSAND, ONE HUNDRED NINETY-SIX AND 00/100 (Php3,389,196.00) ONLY** (hereinafter called the "Contract Price") detailed as follows:

Lot No.	Description	Quantities	Approved Budget for the Contract (ABC) In PhP
9	Region XII (BARMM)	282,433	3,389,196.00

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. 2024c-BLR2(027to029)-BII-CB-050 dated November 12, 2024;
 - b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;
 - ii. Schedule of Requirements;
 - iii. Scope of Services and Terms of Reference; and

[Signature]
ANITA A. TORIN
 Ximex's Witness

[Signature]
FEDERICO O. CRUZ II
 Ximex's Authorized Representative

[Signature]
 DEPED's Witness

[Signature]
ATTY. ARIZ DELSON ACAY CAWILAN
 DEPED


AMITA A. IBRIN
Ximex's Witness


FEDERICO O. CRUZ II
Ximex's Authorized Representative


DEPED's Witness


ATTY. ARIZ DELSON ACAY CAWILAN
DEPED

iv. Bid Bulletin No. 1 dated October 23, 2024


- 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 by the Bidder from the Procuring Entity but in no case later that prior to the signing of the Contract by both parties, the **XIMEX** shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. 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 delivery period and until a Certificate of Final Acceptance is duly issued. Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, **DEPED** may reject such security if any such intercalation, superimposition, or alteration affects any material information, or feature of the document.
4. **XIMEX** renders the delivery of the Learning Resources (LRs) at the designated delivery site, as determined by the Bureau of Learning Resources- Learning Resource Production Division (BLR-LRPD), within **forty-five (45) calendar days from the receipt of the Notice to Proceed (NTP) by XIMEX.**

XIMEX likewise ensures that the delivery of the Learning Resources (LRs) shall be performed in accordance with the period and quantities stated in Section VI. Schedule of Requirements of the Bidding Documents, hereto attached as Annex "B", and Bid Bulletin No. 1 dated 23 October 2024, made an integral part hereto

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 Item 9 of this Contract.


AMITA A. FRBM
Ximex's Witness


FEDERICO O. CRUZ II
Ximex's Authorized Representative


DEPED's Witness


ATTY. ARIZ DELSON ACAY CAWILAN
DEPED

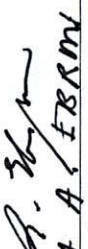
5. The delivery of the Learning Resources (LRs) shall conform to and comply with the parameters stated in Section VI. Schedule of Requirements of the Bidding Documents as amended by Bid Bulletin No. 1 dated 23 October 2024, and in accordance with Section VII Terms of Reference as approved by the Bids and Awards Committee, based on **XIMEX**'s submission, and reflected in the post-qualification report, hereto attached as Annex "C" and made as integral part hereof.
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.

Provided, that such request for work suspension and/or contract period extension shall be subject for approval of **DEPED**. **PROVIDED FURTHER**, that **XIMEX** shall be liable for damages in the event that such request be proven to be frivolous or fraudulent.

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.
 - iii. Duly signed Delivery Receipts (DR)
 - iv. Duly signed Inspection and Acceptance Report (IAR)
 - v. Sales Invoice
 - vi. Warranty Certificate;
 - vii. Bank Certificate with valid account number for LDDAP;
 - viii. Request for Payment; and
 - ix. Other documentary requirements as may be required under existing accounting and auditing rules and regulations and other issuances

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 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. Progressive payment on fixed milestones will be used. This is upon the submission of eligible documents equivalent to;


ANITA A. FERNANDEZ
Ximex's Witness


FEDERICO O. CRUZ II
Ximex's Authorized Representative


DEPED's Witness


ATTY. ARIZ DELSON ACAY CAWILAN
DEPED

1. Milestone 1 – The first progress payment shall be paid upon delivery and acceptance of at least twenty-five percent (25%) of the quantity of Goods subject to the total Quantity of Goods;
2. Milestone 2 – The second progress payment shall be paid upon delivery and acceptance of at least another twenty-five (25%) of the total quantity of Goods;
3. Milestone 3 – The third progress payment shall be paid upon delivery and acceptance of at least twenty-five percent (25%) of the total quantity of Goods; and
4. Milestone 4 – The fourth final payment shall be paid upon full delivery and acceptance of all the remaining quantity of Goods.

DepEd shall only pay for actual no. of packages/pieces/boxes delivered based on the estimated no. of packages/pieces/boxes as herein provided.

- ii. For full payment, please refer to the COA CIRCULAR NO. 2023-004 – June 14, 2023 and any other government applicable rules and regulations

XIMEX must furnish a copy of the above-mentioned documents to the End-User (Bureau of Learning Resources-Cebu) and the Contract Management Division of the Procurement Management Service, Central Office).

8. **XIMEX** shall be liable for liquidated damages in an amount equal 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.
9. The **PARTIES** shall make exert their best efforts to properly resolve any differences or disagreements with respect to any issue, arising from, or in connection, with the provisions of this Contract. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation.

In case of failure to settle differences, the dispute shall be referred to arbitration administered by three (3) accredited arbitrators to be appointed by both Parties in accordance with the Rules on ADR under RA No. 9285 and other relevant rules, regulations, and issuances.

In case of failure to settle differences, the **PARTIES** shall not be precluded from submitting dispute to the appropriate courts in the Philippines. Any cause of action for the enforcement of this Contract or any provision hereto shall be instituted only in the courts of competent jurisdiction, specifically in the Pasig City to the exclusion of other venues.

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. ARIZ DELSON ACAY D. CAWILAN
Director IV
DEPED


FEDERICO O. CRUZ II
Director – Business Development
XIMEX DELIVERY EXPRESS, INC.

SIGNED IN THE PRESENCE OF:


DEPED's Witness


AMIRA A. EBRIN
XIMEX's Witness

CERTIFIED FUNDS AVAILABLE: ₱ 3,389,194.00


MA. RHUNNAL L. CATALAN
Chief Accountant

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in PASIG CITY, Philippines,
this DEC 27 day of 2024 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

ATTY. ARIZ DELSON ACAY D. CAWILAN
Director IV
DEPED


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 seven (7) 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. 513;
Page No. 104;
Book No. 1;
Series of 2024.


AZAIRAH B. MORTEL
NOTARY PUBLIC FOR AND IN THE CITIES OF PASIG,
SAN JUAN AND IN MUNICIPALITIES OF PATEROS
APPOINTMENT NO. 300 (2023-2024)
COMMISSION EXPIRES ON DECEMBER 31, 2024
SUITES A & B 10TH FLOOR STRATA 100 BLDG.
F. ORTIGAS, JR. ROAD ORTIGAS CENTER PASIG CITY
IBP No. 338305; 05-05-2023; Rizal Chapter
PTR No. 0173176; 05-10-23; Pasig City
Roll No. 86630

REPUBLIC OF THE PHILIPPINES)
_____, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines,
this ____ day of _____ 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

FEDERICO O. CRUZ II

Director - Business Development
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 seven (7) 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.

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AZAIRAN B. MORTEL
NOTARY PUBLIC FOR AND IN THE CITIES OF PASIG,
SAN JUAN AND IN MUNICIPALITIES OF PATEROS
APPOINTMENT NO. 100 (2023-2024)
COMMISSION EXPIRES ON DECEMBER 31, 2024
SUITES A & B 10TH FLOOR STRATA 100 BLDG.
F ORTIGAS, JR. ROAD ORTIGAS CENTER PASIG CITY
IBP No. 338305, 05-05-2023; Rizal Chapter
PTR No. 0173176; 05-10-23 Pasig City
Roll No. 86630