



PROJECT: Procurement of Freight, Handling, and Forwarding Services:

I. Delivery of procured Science and Mathematics Equipment utilizing the FY 2022 Funds stored at Girlteki's Warehouse (FY2022 SME Lot 2);

II. Delivery of procured Science and Mathematics Equipment utilizing the FY 2022 Funds stored at SPC Warehouses (FY2022 SME Lot 14);

III. Delivery of Procured Science and Mathematics Equipment utilizing the FY 2021 Funds stored at Metro Mobilia Corporation Warehouse (FY 2021 SME Lots 9 & 15); and

IV. Delivery of Procured TVL Tools and Equipment Utilizing the FY 2022 Funds stored at Suki Trading's Warehouse

CONTRACT NO.: 2024c-BLR4(008&010to012)-BII-CB053-C322

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 Assistant Secretary for Curriculum and Teaching, **JANIR T. DATUKAN**, 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 Director, **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 Freight, Handling, and Forwarding Services: I. Delivery of procured Science and Mathematics Equipment utilizing the FY 2022 Funds stored at Girlteki's Warehouse (FY2022 SME Lot 2); II. Delivery of procured Science and Mathematics Equipment utilizing the FY 2022 Funds stored at SPC Warehouses (FY2022 SME Lot 14); III. Delivery of Procured Science and Mathematics Equipment utilizing the FY 2021 Funds stored at Metro Mobilia Corporation Warehouse (FY 2021 SME Lots 9 & 15); and IV. Delivery of Procured TVL Tools and Equipment Utilizing the FY 2022 Funds stored at Suki Trading's Warehouse consisting of **one (1) Lot**, and received bid from **three (3)** 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 EIGHTEEN MILLION, NINE HUNDRED FIFTY-EIGHT THOUSAND, FIVE HUNDRED SIXTY AND 40/100 (PhP18,958,560.00) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

[Signature]
AMITA A. ERKON
 Ximex's Witness

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

[Signature]
JANIR T. DATUKAN
 DEPED's Witness

[Signature]
ALMA RUBY C. TORIO
 Assistant Secretary
 Curriculum and Teaching
 DEPED

[Handwritten mark]


AMITA A. EBRON
 Ximex's Witness

Lot No.	Description	Quantity	Bid Amount PhP
3	Procurement of Freight, Handling and Forwarding Services for the Delivery of Procured Science and Mathematics Equipment utilizing the FY 2021 Funds stored at Metro Mobilia Corporation Warehouse (FY 2021 SME Lots 9 & 15)	394,970 pieces of SME/ 6,781.76 CBM (Total Volume)	18,958,560.00


FEDERICO O. CRUZ II
 Ximex's Authorized Representative

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-BLR4(008&010to012)-BII-CB-053 dated December 17, 2024;
 - b. Philippine Bidding Documents;
 - i. Invitation to Bid;
 - ii. Instruction to Bidders;
 - iii. Bid Data Sheet;
 - iv. Technical Specifications;
 - v. General and Special Conditions of the Contract;
 - vi. Schedule of Requirements; and
 - vii. Bid Bulletin No. 1 dated _____.
 - 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.


JANICE A. BACCAYAN
 DEPED's Witness

JANIR T. DATUKAN
 DEPED



ALMA RUBY C. TORIO
 Assistant Secretary
 Curriculum and Teaching


AMITA A. ESKRON
Ximex's Witness


FEDERICO O. CRUZ II
Ximex's Authorized Representative


JAYSON A. DAUGHMAN
DEPED's Witness

JANIR T. DATUKAN
DEPED


ALMA RUBY C. TORIO
Assistant Secretary,
Curriculum and Teaching

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. The services referred to in this Contract shall be rendered by **XIMEX** at the School Division Offices within **ninety (90) calendar days from the receipt of the Notice to Proceed (NTP) by the successful bidder**. **CBL** 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.

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.
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.
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.

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 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. Progress Payment is allowed upon submission of eligible documents equivalent to at least 25% of the total number of recipient schools with complete delivery and ACCEPTANCE.

XIMEX must furnish copy of the above-mentioned documents to DepEd Accounting and the End-user [Bureau of Learning Resources – Cebu (BLR-Cebu)] and the Contract Management Division of the Procurement Management Service, Central Office).

- 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. 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, 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 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.

- 10. The **PARTIES** shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arising from or in connection with the provision of this Contract. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation.

However, in the event that the **PARTIES** fail to settle the dispute amicably, and before any Party may proceed to litigate in court, the Parties shall first resort to an Early Neutral Evaluation in accordance with the Rules on Alternative Dispute Resolution (ADR). Under Republic Act No. 9285 or the Alternative Dispute Resolutions Act of 2004, an Early Neutral Evaluation is defined as ADR process wherein parties and their lawyers are brought together early in pre-trial phase to present summaries of their cases and


AMITA A. EBRIN
Ximex's Witness


FEDERICO O. CRUZ II
Ximex's Authorized Representative


JAYSON S. ACHAYMAN
DEPED's Witness

JANIR T. DATUKAN
DEPED


ALMA RUBY C. TORIO
Assistant Secretary
Curriculum and Teaching

receive a nonbinding assessment by an experienced, neutral person, with expertise in the subject in the substance of the dispute.

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.

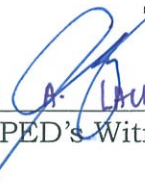
SIGNED, SEALED AND DELIVERED BY:


ALMA RUBY C. TORIO
Assistant Secretary
Curriculum and Teaching


JANIR T. DATUKAN
Assistant Secretary for
Curriculum and Teaching
DEPED


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

SIGNED IN THE PRESENCE OF:


JAYSON A. LABAYAN
DEPED's Witness


AMITA A. EBRONI
BIDDER's Witness

CERTIFIED FUNDS AVAILABLE: ₱ 18,958,540.00

MA. RHUNNAL. 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:


ALMA RUBY C. TORIO NAME
Assistant Secretary
Curriculum and Teaching

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

JANIR T. DATUKAN
Assistant Secretary for
Curriculum and Teaching
DEPED

DepEd ID No. 16-329489-3

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



AZAIRAH B. MORTEL
NOTARY PUBLIC FOR AND IN THE CITIES OF PASIG,
SAN JUAN AND IN MUNICIPALITIES OF PATEROS
APPOINTMENT NO. 200 (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. 8663C

Doc. No. 576;
Page No. 105;
Book No. 1;
Series of 2024.



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)

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.

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

NOTARY PUBLIC



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. Q173176; 05-10-23; Pasig City.

Roll No. 86630

Doc. No. 516;
Page No. 105;
Book No. 1;
Series of 2024.