



PROJECT: Procurement of Test Materials for the 2024 National Achievement test for Grade 10 (NAT G10)
CONTRACT NO.: 2024-BEA2(003)-BIV-CB012-C160

CONTRACT

THIS CONTRACT made and entered into this 10 day of JUL 10 2024 2024 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 **VIBAL FOUNDATION, INC.**, represented herein by its Authorized Representative, **ALFRED P. MAGLIPAC**, with office address at 3F Vibal bldg. 1253 G. Araneta Ave Sto. Domingo District 1, Quezon City, Metro Manila (hereinafter referred to as "**VIBAL**"), as per Omnibus Sworn Statement dated March 07, 2024 (hereto attached as Annex "A").

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

WHEREAS, **DEPED** invited bids for the Procurement of Test Materials for the 2024 National Achievement test for Grade 10 (NAT G10) consisting of three (3) lots, and received bids for Lot No. 1; **DEPED** opened, read, and evaluated the bids and declared **VIBAL** as having the Single Calculated Bid for Lot No. 1; after evaluation, **DEPED** post-qualified and declared the bid of **VIBAL** as the Single Calculated Responsive Bid for Lot No. 1 in the sum of **PHILIPPINE PESOS FORTY-SEVEN MILLION, SIX HUNDRED TWENTY-FIVE THOUSAND, THREE HUNDRED TWENTY and 00/100 (Php47,625,320.00) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Description	Amount (Php)
1	Quarantine Printing of Test Booklets and Non-Classified Materials	47,625,320.00

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. **2024-BEA2(003)-BIV-CB-012** dated April 4, 2024;
 - b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;
 - ii. Schedule of Requirements;
 - iii. Technical Specifications; and
 - iv. Bid Bulletin No. 1 dated February 29, 2024;

JULIE ANN CAYANOD
 VIBAL's Witness

ALFRED P. MAGLIPAC
 VIBAL

NOELLA MAY-I G. OROZCO
 DEPED's Witness

ATTY. MICHAEL WESLEY T. POA
 DEPED

- c. **VIBAL'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 **VIBAL's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **VIBAL** 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, Variation Order, and Warranty Security, shall form part of the Contract.

[Signature]
VIBAL's Witness

3. **VIBAL** 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 **VIBAL** is in default of any of its obligations under this Contract. **VIBAL** 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 and until a Certificate of Final Acceptance is duly issued.

[Signature]
ALFRED P. MAGLIPAC
VIBAL

4. The goods shall be delivered within One hundred Forty-Nine (149) calendar days from the receipt of the Notice to Proceed (NTP). **VIBAL** shall ensure that the goods will be delivered in accordance with the Schedule of Requirements, which is hereto attached as Annex "B" and made an integral part hereof. The Delivery terms of this Contract shall be Duties Delivered Paid (DDP) in accordance with INCOTERMS.

[Signature]
NOELIA MAY G. OROZCO
DEPED's Witness

- Printing and Delivery of non-Classified materials – 14 Calendar Days.
- Printing, stitching, numbering, packaging, labeling of test materials – 45 Calendar Days.
- Warehousing of test booklets – 90 Calendar Days

Violation of this provision, based on documents and reports submitted and validated by the **DEPED** authorized receiving personnel is a cause for the termination of the Contract and shall be subject to liquidated damages pursuant to Item 15 of this Contract.

Transport of the goods shall be arranged by **VIBAL** and related cost shall be included in the contract price.

ATTY. MICHAEL WESLEY T. POA
DEPED

5. **DEPED** shall have the right to visit and inspect **VIBAL's** premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **VIBAL's** capacity to discharge its contractual obligations.

6. As may be applicable for goods to be delivered, **VIBAL** shall provide such packaging as is required to prevent damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging, shall be sufficient to withstand, without limitation, rough handling during

transit and exposure to extreme temperatures, salt, precipitation during transit and open storage.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided including additional requirements, if any, and in any subsequent instruction ordered by Deped.

7. **DEPED** shall have the right to inspect and test or cause the testing of the goods covered by the Contract, at any time or stage of contract implementation. Prior to and for purposes of inspection, **VIBAL** shall ensure convenient access to the goods for inspection. **VIBAL** shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing, and sorting of the goods prior to, during, and after inspection.

8. The goods shall be inspected by the designated Inspectorate Team prior to delivery in accordance with the provisions of the Special Conditions of the Contract, the Schedule of Requirements, or otherwise indicated in other parts of the Bidding Documents. **VIBAL** shall coordinate with **DEPED**, through the Procurement Management Service- Contract Management Division (ProcMS-CMD), on the conduct of inspection or pre-delivery inspection (PDI). Any request for inspection shall be done in writing and contain the following information:

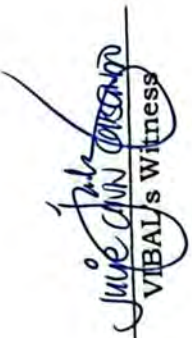
- a. Project Title and Contract Number;
- b. Specific goods for inspection;
- c. Quantity of goods for inspection;
- d. Venue/Address of inspection site; and
- e. Proposed schedule of inspection which must be at least 10 calendar days from the submission of the written request.

Pre-Implementation Conference shall be conducted prior to the inspection of goods by DepEd-Bureau of Education Assessment (BEA), as may be applicable. Inspection or pre-delivery inspection (PDI), where applicable for goods to be delivered, shall be conducted by the duly designated Inspectorate Team. The inspection or PDI shall be made upon notice to the DepEd of the readiness of the goods for inspection. Inspection by sampling shall be conducted by the designated Inspectorate Team during scheduled PDI.

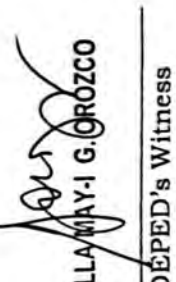
The request for inspection must be submitted to **DEPED** through ProcMS-CMD or by email at procms.cmd@deped.gov.ph.

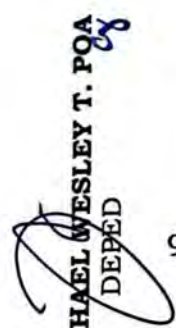
9. The goods must conform to and comply with the standards mentioned in Section VI. Schedule of Requirements of the Bidding Documents, and must be in accordance with the final technical specifications as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on the paper test result submitted by **VIBAL** and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

10. Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected, orally or in writing, by **DEPED** and replaced by **VIBAL** in accordance with the warranty


JULIE ANN WILSON
VIBAL's Witness


ALFRED P. MAGLIPAC
VIBAL


NOELLA MAY-I G. OROZCO
DEPED's Witness


ATTY. MICHAEL WESLEY T. PQA
DEPED

provisions in the bidding documents. The replacement of the goods shall be subject to re-inspection.

11. In case **VIBAL** encounters condition(s) impeding timely delivery of the goods **VIBAL** shall promptly notify **DEPED** in writing within ten (10) 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. **VIBAL** 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.

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

- a. **VIBAL** may submit a request for payment based on the following:
- i. Supplier's invoice showing goods' description, actual quantity of goods delivered based on the schedule of delivery and other relevant terms and conditions of the contract, unit price, and total amount;
 - ii. Duly signed Delivery Receipt/s;
 - iii. Duly signed Inspection and Acceptance Report/s (IAR/s), including certification by **VIBAL** duly signed and dated by the authorized representative of **DEPED** indicating that the goods have been delivered in accordance with the Contract; and
 - iv. Warranty Certificate.
 - v. Sales invoice;
 - vi. Bank Certificate with a valid account number for LDDAP; and
 - vii. Request for payment.

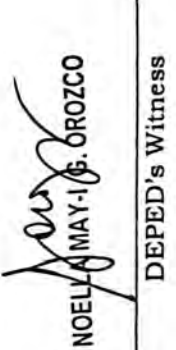
Other documents in support of a request for payment may be required by **DEPED** pursuant to existing disbursement, accounting, and auditing rules and procedures.

- b. Payment shall be made to 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. 100% of the Contract Price shall be paid to the Supplier upon completion of printing, packaging, labeling, inspection and delivery of test booklets and non-classified materials, and test administration.

VIBAL must furnish a copy of the above-mentioned documents to DepEd Accounting and the End-user (Bureau of Learning Resources-Learning Resources Production Division) and the ProcMS-CMD.


JULIE ANN CARABATO
VIBAL's Witness


ALFRED P. MAGLIPAC
VIBAL


NOELLA MAY-G. OROZCO
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED

13. Payment shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to five percent (5%) of the progress payment or a Special Bank Guarantee in an amount equivalent to five percent (5%) of the Contract Price required under Section 62.1 of RA 9184 and its revised IRR.

In case **VIBAL** opts for retention money, the amount 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 unless, during the remainder of the warranty period, the retention money is substituted with a special bank guarantee.

Release of retention money shall be at the expiration of the warranty period, or the remaining amount in case it has been utilized pursuant to the warranty provision.

Upon request for 100% payment, retention money amounting to five (5%) of the Contract Price and shall cover three (3) months warehousing of test booklets.

14. The goods under this Contract shall be fully insured by **VIBAL** in a freely convertible currency against loss or damage incidental to manufacture, or acquisition, transportation, storage and delivery. The goods remain at the risk of **VIBAL** until the final acceptance by DepEd.

15. Ownership, title, rights, and interest with respect to the contents of the NATG10 including all resources, records, or materials used or obtained in the course of this Contract shall vest exclusively with **DEPED**. **VIBAL** hereby irrevocably waives any claim thereto. **VIBAL** shall not, in any manner or for any purpose, use the contents of the NATG10 beyond what is expressly allowed for the purpose of accomplishing the terms under this Contract, unless express permission of **DEPED** in writing is obtained.

16. 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." 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.


17. **VIBAL** shall be liable for liquidated damages in an amount equal one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery, for every day of delay until such goods are finally delivered and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **VIBAL** or collect from any of the securities or warranties posted by **VIBAL** 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.


18. 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.

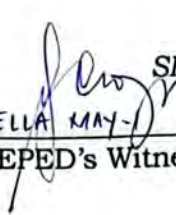
IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

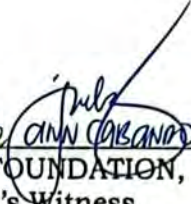
SIGNED, SEALED AND DELIVERED BY:


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



ALFRED P. MAGLIPAC
Authorized Representative
VIBAL FOUNDATION, INC.

SIGNED IN THE PRESENCE OF:


NOELLA MAY-D. ORDOZCO
DEPED's Witness


JULIE ANN CABANOG
VIBAL FOUNDATION,
INC.'s Witness

CERTIFIED FUNDS AVAILABLE: ₱ 47,425,320.00


MA. RHUNNA L. CATALAN
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 July 10 2024 2024 personally appeared:

NAME

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

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

Dep. FD ID No.
60-82175-2

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 eight (8) pages (including 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. 89;
Page No. 13;
Book No. I;
Series of 2024.


ATTY. RYAN ANTHONY S. MALIT
Notary Public for Pasig City
Until December 31, 2025
Commission No. 113 (2024-2025)
Roll of Attorneys No. 72135
PTR No. 10079081 / 01-04-2024 / Makati City
IBP No. 397934 / 01-4-2024 / Bulacan
MCLE Compliance No. VII-0004346/April 14, 2025
Unit 1609, Medical Plaza Ortigas, 25 San Miguel Avenue,
San Antonio, Pasig City

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

ACKNOWLEDGMENT

PASIG CITY

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

NAME

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

ALFRED P. MAGLIPAC
Authorized Representative
VIBAL FOUNDATION, INC.

DL No. Naz-14-
004323

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 eight (8) pages (including 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. C9;
Page No. 15;
Book No. I;
Series of 2024.

ATTY. RYAN ANTHONY S. MALIT
Notary Public for Pasig City
Until December 31, 2025
Commission No. 113 (2024-2025)
Roll of Attorneys No. 72135
PTR No. 10079081 / 01-04-2024 / Makati City
IBP No. 397934 / 01-4-2024 / Bulacan
MCLE Compliance No. VII-0004346/April 14, 2025
Unit 1009, Medical Plaza Ortigas, 25 San Miguel Avenue,
San Antonio, Pasig City

List/Description of Goods /Services

The delivery schedule expressed below stipulates the date of delivery to the project site.

Procurement of Test Materials for the 2024 National Achievement test for Grade 10 (NAT G10)

Lot 1			
Quarantine Printing of Test Booklets and Non-Classified Materials	Printing of Non-Classified Materials	April 11-25, 2024	14 Calendar Days *
	Printing of Test Booklets	April 26 – June 10, 2024	45 Calendar Days *
	Warehousing		90 Calendar Days *

* Upon receipt of the Notice to Proceed