



PROJECT: Printing of Southeast Asia Primary Learning Metrics
 (SEA-PLM) Main Survey Instrument
CONTRACT NO.: 2024c-BEA3(014)-BIV-CB013-C100

CONTRACT

THIS CONTRACT made and entered into this 16 day of APR 16 2024 2023 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 TY DATUKAN**, as per Department Order No. 001, s. 2023, dated 09 January 2023 and Office Order OO-OSEC-2023-267, dated 17 October 2023 (hereinafter referred to as "**DEPED**"); and **VIBAL FOUNDATION, INC.**, represented herein by its Sales Area Manager, **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 7, 2024 (hereto attached as Annex "A").

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

WHEREAS, **DEPED** invited bids for the Printing of Southeast Asia Primary Learning Metrics (SEA-PLM) Main Survey Instrument consisting of one (1) lot, and received bids from prospective bidder for Lot No. 1; **DEPED** opened, read, and evaluated the bids and declared **VIBAL** as having the Lowest Calculated Bid for Lot No. 1; after evaluation, **DEPED** post-qualified and declared the bid of **VIBAL** as having the Single Calculated Responsive Bid for Lot No. 1 in the sum of **PHILIPPINE PESOS ONE MILLION, SIX HUNDRED NINETY-SIX THOUSAND, FIVE HUNDRED THIRTY-SIX and 96/100 (PhP1,696,536.96) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Description	Amount (PhP)
1	SEA-PLM Standard Booklet 1 to 18 SEA-PLM Filipino Booklet 1 to 6 SEA-PLM Contextual Questionnaire	1,696,536.96

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-BEA3(014)-BIV-CB-013 dated March 27, 2024;
 - b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;
 - ii. Schedule of Requirements;

Jube
JUICE ANN CABANZA
 VIBAL's Witness

Alfred P. Maglipac
ALFRED P. MAGLIPAC
 VIBAL

Nelia V. Benito, Ceson
Dr. NELIA V. BENITO, CESON
 Director IV
 DEPED's Witness

Janir Ty Datukan
ASEC. JANIR TY DATUKAN
 DEPED

[Handwritten signature]

- ii. Schedule of Requirements;
- iii. Technical Specifications; and
- iv. Bid Bulletin No. 1 dated March 2, 2024.

- 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.


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.

4. The goods shall be delivered by within Fourteen (14) calendar days upon receipt of the Notice to Proceed (NTP) by the **VIBAL** or the date provided for such purpose indicated in the 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.


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.

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. **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,


 Julie Ann Comsina
 VIBAL's Witness


 ALFRED P. MAGLIPAC
 VIBAL


 Dr. NELIA V. BENITO, CESO IV
 Director IV
 DEPED's Witness


 ASEC. JANIR TY DATUKAN
 DEPED

commissioning, disassembly, repacking, resealing, and sorting of the goods prior to, during, and after inspection.

7. The goods shall be inspected by the designated DepEd Inspectorate Team. **VIBAL** shall coordinate with **DEPED**, through the Procurement Management Service-Contract Management Division (ProcMS-CMD), on the conduct of inspection. Any request for inspection shall be done in writing, and submitted in accordance with SCC Clause 4 of the Bidding Documents.

8. 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 samples submitted by **VIBAL**, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

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


10. In case **VIBAL** encounters condition(s) impeding timely delivery of the goods **VIBAL** 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. **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.

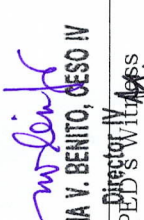
11. The Contract Price shall be paid to **VIBAL** in accordance with the following disbursement procedures:

a. **VIBAL** may submit a request for payment based on the following:

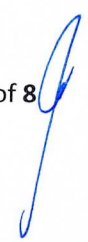
- i. Supplier's invoice showing goods' description, actual quantity of goods delivered based on the schedule of delivery and other relevant terms and conditions of the contract, unit price, and total amount;
- ii. Duly signed Delivery Receipt/s;
- iii. Duly signed Inspection and Acceptance Report/s (IAR/s), 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


Junie ANN LAGUARDA
VIBAL's Witness


ALFRED P. MAGLIPAC
VIBAL


Dr. NELIA V. BENITO, CESO IV
Director IV
DEPED'S WITNESS


ASEC. JANIR TY DATUKAN
DEPED



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 **VIBAL** 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. One hundred percent (100%) of the contract price shall be paid upon completion of the printing, packaging, labeling of Primers, delivery, and acceptance of the goods by DepEd's authorized representative.

12. 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.

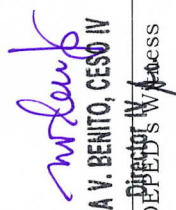
13. Ownership, title, rights, and interest with respect to the contents of the **SEA-PLM Main Survey Instruments**, including all resources, records, or materials used or obtained in the course of this Contract shall vest exclusively with **DEPED**. **VIBAL** hereby irrevocably waives any claim thereto.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

14. 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.

15. **VIBAL** shall be liable for liquidated damages in an amount equal to 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


VIBAL's Witness


ALFRED P. MAGLIPAC
VIBAL


Dr. NELIA V. BENITO, CESO IV
Director, Access
DEPED'S W. Access

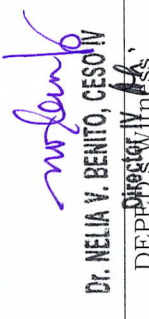

ASEC. JANIR TY DATUKAN
DEPED

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.

16. 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.


JULIE ANN COLKANO
VIBAL's Witness



ALFRED P. MAGLIPAC
VIBAL


Dr. NELIA V. BENITO, CESO IV
DEPED's Witness



ASEC. JANIR TY DATUKAN
DEPED

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:


JANIR TY DATUKAN
Assistant Secretary for Curriculum
and Teaching
DEPED



ALFRED P. MAGLIPAC
Authorized Representative
VIBAL FOUNDATION, INC.


Dr. NELIA V. BENITO, CES0 IV
Director IV
DEPED's Witness

SIGNED IN THE PRESENCE OF:


VIBAL FOUNDATION, INC.'s Witness

CERTIFIED FUNDS AVAILABLE:


MA. RHUNNA L. CATALAN
Chief Accountant
Chief Accountant

₱1,696,536.96

PASIG CITY

, METRO MANILA) S.S

ACKNOWLEDGMENT

PASIG CITY

BEFORE ME ~~APR 16 2024~~ a Notary Public in and for _____, Philippines, this ____ day of _____ 2024 personally appeared:

NAME

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

JANIR TY DATUKAN
Assistant Secretary for Curriculum and Teaching
DEPED

PASSPORT (P6514692A)
MARCH 22, 2018
DFA MANILA

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

R. Malit
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. 10078001 / 01-04-2024 / Makati City
IBP No. 857904 / 01-04-2024 / Bulacan
MCLE Compliance No. VII-C-100046 / April 14, 2025
Unit 1609, M... San Miguel Avenue
Bigy, San... Pasig City


Doc. No. 8 ;
Page No. 3 ;
Book No. I ;
Series of 2024.

REPUBLIC OF THE PHILIPPINES)

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 **APR 16 2024** 2024 personally appeared:

 **NAME**
ALFRED P. MAGLIPAC
Authorized Representative
VIBAL FOUNDATION, INC.

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)
DL N02-14-004323
4/20/2024


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. 2;
Page No. 3;
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. 10079061 / 01-04-2024 / Makati City
IBP No. 097964 / 01-4-2024 / Bulacan
MCLE Compliance No. VII-0004046/April 14, 2025
Unit 1609, Medical Plaza, 25 San Miguel Avenue
Brgy. San Antonio, Pasig City