



**PROJECT:** Procurement of Test Materials for 2023 National Career Assessment Examination (NCAE)  
**CONTRACT NO.:** 2023-BEA2(013)-BIV-CB034-C148

**CONTRACT**

**THIS CONTRACT** made and entered into this 22 day of MARCH 2024 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 **SYREX CORPORATION**, represented herein by its Authorized Representative, **MYRA F. SY** with office address at G8 Sunvar Plaza, Amorsolo Street, Makati, Metro Manila (hereinafter referred to as "**SYREX**"), as per Omnibus Sworn Statement dated October 2, 2023 (hereto attached as Annex "A").

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

**WHEREAS, DEPED** invited bids for the Procurement of Test Materials for 2023 National Career Assessment Examination (NCAE) consisting of three (3) lots, and received for Lot No. two (2); **DEPED** opened, read, and evaluated the bids and declared **SYREX** as the Single Calculated Bid for Lot No. 2; after evaluation, **DEPED** post-qualified and declared the bid of **SYREX** as the Single Calculated Responsive Bid for Lot No. 2 in the sum of **PHILIPPINE PESOS FOURTY-TWO MILLION, FOUR HUNDRED FIFTY THOUSAND, SEVEN HUNDRED FIFTY and 00/100 (PhP42,450,750.00) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Description	Amount (PhP)
2	Printing of scannable answer sheets, school headers and certificate of ratings, processing of individual test result and statistical data output requirements	42,450,750.00

**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. 2023-BEA2(013)-BIV-CB-034 dated October 27, 2023;
  - b. Philippine Bidding Documents;

*ADELA F. SY*  
 SYREX' Witness

*Myra F. Sy*  
 MYRA F. SY  
 SYREX

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

*Michael Wesley T. Poa*  
 ATTY. MICHAEL WESLEY T. POA  
 DEPED

*[Handwritten signature]*

- i. General and Special Conditions of the Contract;
- ii. Schedule of Requirements;
- iii. Technical Specifications; and
- iv. Bid Bulletin No. 2 dated October 2, 2023, respectively;

- c. **SYREX**' 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 **SYREX**' conforme thereto; and
- f. Other contract documents required by existing laws and/or DepED in the Bidding Documents. **SYREX** 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. **SYREX** 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 **SYREX** is in default of any of its obligations under this Contract. **SYREX** 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 within One-Hundred Forty (**140**) **CALENDAR DAYS** from the receipt of the Notice to Proceed (NTP). **SYREX** 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.

Violation of this provision, based on documents and reports submitted and validated by the **DEPED** authorized receiving personnel may be a cause for the termination of the Contract and shall be subject to liquidated damages pursuant to Item 14 of this Contract.

5. **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, **SYREX** shall ensure convenient access to the goods for inspection. **SYREX** shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing, and sorting of the goods prior to, during, and after inspection.

Pre-delivery and Pre-Implementation Conference shall be conducted prior to the conduct inspection of goods by the designated DEPED Inspectorate Team.

*Concepcion M. Sy*  
ADELA F. SY  
SYREX' Witness

*Myra F. Sy*  
MYRA F. SY  
SYREX

*Nelia V. Benito*  
Dr. NELIA V. BENITO, CESO IV  
Director-IV  
DEPED's Witness

*Michael Wesley T. POA*  
ATTY. MICHAEL WESLEY T. POA  
DEPED

*Adela F. Sy*  
ADELA F. SY  
SYREX' Witness

*Myra F. Sy*  
MYRA F. SY  
SYREX

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

*Michael Wesley T. POA*  
ATTY. MICHAEL WESLEY T. POA  
DEPED

6. The goods shall be inspected by the designated DepEd Inspectorate Team. **SYREX** 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 or PDI shall be done in writing, and submitted in accordance with SCC Clause 4 of the Bidding Documents.
7. 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 **SYREX**, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.
8. 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 **SYREX** in accordance with the warranty provisions in the bidding documents. The replacement of the goods shall be subject to re-inspection.
9. In case **SYREX** encounters condition(s) impeding timely delivery of the goods, **SYREX** 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. **SYREX** 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.

10. The Contract Price shall be paid to **SYREX** in accordance with the following disbursement procedures:
  - a. **SYREX** may submit a request for payment based on the following:
    - i. Supplier's invoice showing goods' description, quantity of goods delivered based on the Schedule of delivery and other relevant terms and condition 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 **SYREX** 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.

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 **SYREX** 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. Fifty percent (50%) of the total Contract Price shall be paid to **SYREX** upon completion of the printing, packaging, labeling, inspection, and delivery and Scannable answer sheets and test administration;
- ii. Fifty percent (50%) of the total Contract Price shall be paid to **SYREX** upon completion processing of the test results, printing of Certificates of rating and statistical data output requirements.

11. 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 equal to five percent (5%) of the Contract Price required under Section 62.1 of RA 9184 and its revised IRR.


In case **SYREX** 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.

A three-month comprehensive and onsite warranty for the delivered goods shall reckon from the date of the issuance of the Certificate of Final Acceptance by **DEPED**.

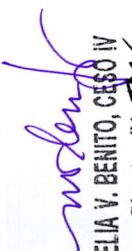
12. Ownership, title, rights, and interest with respect to the contents of the **SYREX**, including all resources, records, or materials used or obtained in the course of this Contract shall vest exclusively with **DEPED**. **SYREX** hereby irrevocably waives any claim thereto. **SYREX** shall not, in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

13. 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.

14. **SYREX** 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 **SYREX**, or collect from any of the securities or warranties posted by **SYREX**, whichever is convenient to **DEPED**. Once the accumulated amount of liquidated

  
ADELA F. SY  
SYREX' Witness

  
MYRA F. SY  
SYREX

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

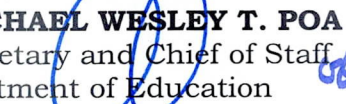
  
ATTY. MICHAEL WBSLEY T. POA  
DEPED

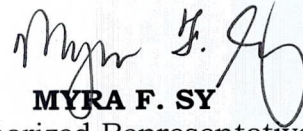
damages reaches 10% of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.


15. 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.

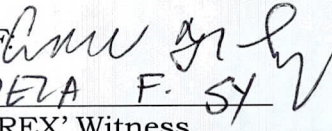
*SIGNED, SEALED AND DELIVERED BY:*

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

  
**MYRA F. SY**  
Authorized Representative  
SYREX CORPORATION

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

SIGNED IN THE PRESENCE OF

  
**ADELA F. SY**  
SYREX' Witness

CERTIFIED FUNDS AVAILABLE: ₱42,410,750.-

  
**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 MAR 22 2024 2024 personally appeared:

**NAME**

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

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

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 seven (7) 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.

**ATTY. NEIL T. LANGIT ALBOPERA**  
NOTARY PUBLIC  
Undersecretary for Legal Services  
Pasig City and in the Municipality of Pateros Metro Manila  
PTR No. 1357680/Pasig City/01-02-2024  
IBP No. 325487; 12/06/2023 (MD for 2024)  
Admitted to the Philippine Bar on 04/12/2022  
Roll of Attorney No. 76228  
TIN No. 242-007-260-000  
G/F Pasig City Hall, Brgy. San Nicolas, Pasig City  
Appointment No. 58 (2024-2025)  
Cellphone No. 0977-634-4229

Doc. No. 452;  
Page No. 92;  
Book No. xii;  
Series of 2024.

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 MAR 22 2024, 2024 personally appeared:

**NAME**

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

**MYRA F. SY**  
Authorized Representative  
SYREX CORPORATION

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 seven (7) 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

**ATTY. NEIL T. LANGIT ALBOPERA**

**NOTARY PUBLIC**  
Until December 31, 2025  
Pasig City and **NOTARY PUBLIC** Cateros Metro Manila  
PTR No. 1357680/Pasig City/01-02-2024  
IBP No. 325487; 12/06/2023 (MD for 2024)  
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Doc. No. 457;  
Page No. 92;  
Book No. XII;  
Series of 2024.