



PROJECT: Procurement of Testing Materials for Various 2024 Assessment Tests (Rebid): Philippine Educational Placement Test (PEPT) – Special Administration
CONTRACT NO.: 2024-BEA2(001to002&004to006)-BVI-CB001a-C221

CONTRACT

THIS CONTRACT is made and entered into this 14 day of AUG 2024 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 TY DATUKAN**, as per DepEd Order No. 1 s. 2023, dated 09 January, 2023 (hereinafter referred to as “**DEPED**”); and **SYREX CORPORATION**, represented herein by its Corporate Secretary, **ADELA F. SY**, with office address at G8 Sunvar Plaza, Amorsolo Street, Makati, Metro Manila (hereinafter referred to as “**SYREX**”), as per Secretary’s Certificate dated 29 April, 2024 (hereto attached as Annex “A”).

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

WHEREAS, DEPED invited bids for the Testing Materials for Philippine Educational Placement Test – Special Administration consisting of one (1) package, and received a bid from lone bidder for Package 2; **DEPED** opened, read, and evaluated the bid and declared **SYREX** as having the Single Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **SYREX** as the Single Calculated Responsive Bid in the sum of **PHILIPPINE PESOS TWO MILLION, TWO HUNDRED SEVENTEEN THOUSAND, SIX HUNDRED and 00/100 (PhP2,217,600.00) ONLY**, (hereinafter called the “Contract Price”), detailed as follows:

Package	Item Description	Quantity	Amount (PhP)
2	Printing and processing of Scannable Answer Sheets (SAS) and Certificates of Ratings (CORs)	➤ Scannable AS (Regular): 30,000 ➤ Scannable AS (Walk-In): 30,000 ➤ CORs: 30,000	2,217,600.00

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(001to002&004to006)-BVI-CB-001a** dated May 23, 2024;
 - b. Philippine Bidding Documents;

SYREX's Witness: JOY A. VAS PINAS
 SYREX: ADELA F. SY
 DEPED's Witness: DANILYN JOVL. PANGILINAN - CHIEF EPS, BEA-HEAD
 DEPED: ASEC. JANIR TY DATUKAN

- i. General and Special Conditions of the Contract;
- ii. Schedule of Requirements;
- iii. Technical Specifications; and
- iv. Bid Bulletin No. 1 dated 26 April 2024;

- c. **SYREX'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 **SYREX's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **SYREX** agrees that additional contract documents or 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 ten (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 referred to in this Contract shall be delivered by **SYREX** _ at DepEd Central Office, designated Schools Division Offices, and designated delivery sites to be determined by the Bureau of Education Assessment – Educational Assessment Division within the contract duration (stipulated in the Bid Bulletin No. 1 dated 26 April 2024) from the date of 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. 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 **19** of this Contract.

- 5. **DEPED** shall have the right to visit and inspect **SYREX's** premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **SYREX's** capacity to discharge its contractual obligations, as may be necessary or applicable.
- 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, at no extra cost to DEPED. Prior to and for purposes of inspection, **SYREX** shall ensure convenient access to the goods for

[Signature]
 JOY A. VIK BINTS
 SYREX's Witness

[Signature]
 ADELA F. SY
 SYREX

[Signature]
 DANILYN L. PANGILINAN
 CHIEF EPS, BEA-EDU
 DEPED's Witness

[Signature]
 ASEC. JANIR TY DATUKAN
 DEPED

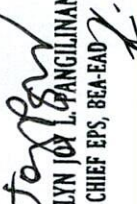
inspection. **SYREX** shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing, and sorting of the goods prior to, during, and after inspection.

7. The goods shall be inspected by the designated DepEd Team. **SYREX** shall coordinate with **DEPED**, through the Procurement Management Service-Contract Management Division (ProcMS-CMD), on the conduct of the 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 **SYREX**, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.
9. Upon delivery of the goods to the delivery site, **SYREX** shall notify DepEd and present the following documents:
 - a. Original and four (4) copies of **SYREX**'s invoice showing goods' description, quantity, unit price, and total amount;
 - b. Original and four (4) copies of the Manufacturer's and/or **SYREX**'s Warranty Certificate, where applicable;
 - c. Original (white copy) and scanned copy stored in CD/ DVD/ Flash Drive of the pre-numbered Inspection and Acceptance Report (IAR) and Delivery Receipt (DR) detailing number and description of goods received and duly signed and dated by the Authorized Receiving Personnel (ARP).
10. Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected 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.

Replacement and repair of test materials shall only be applicable if the printing defects and non-compliance in the technical specifications are discovered prior to test administration, Service provider shall replace or repair defective test materials before test administration.
11. Transport of the goods shall be arranged by **SYREX**, and related costs shall be included in the Contract Price. 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 final acceptance at the final destination, through its authorized receiving personnel.
12. **SYREX** understands that time is the essence with respect to all obligations and/or deliveries under this contract.
13. The Contract Price shall be paid to **SYREX** in accordance with the following disbursement procedures:


JOHN A. LAS PINAS
SYREX's Witness


ADELA F. SY
SYREX


DANILYN J. PANGLINAN
CHIEF EPS, BEA-EAD
DEPED's Witness


ASEC. JANIR TY DATUKAN
DEPED

a. **SYREX** may submit a request for payment based on progress reports which shall be attached in the progress billing and include the following:

- i. Actual quantity of goods delivered based on the schedule of delivery and other relevant terms and conditions of the contract;
- ii. Duly signed Delivery Receipt/s;
- iii. Duly signed Inspection and Acceptance Report/s (IAR/s), including certification by **SYREX**, as approved by the duly authorized **DEPED** representative indicating that the goods have been delivered in accordance with the Contract; and
- iv. Warranty Certificate.
- v. Other documents in support of a request for payment may be required by **DEPED** pursuant to existing disbursement, accounting, and auditing rules and procedures.

SYREX must furnish a copy of the above-mentioned documents to DepEd Accounting and End User (Bureau of Education Assessment – Education Assessment Division and the Contract Management Division of the Procurement Management Service, Central Office)

b. Payment shall be made to **SYREX** 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. Fifty percent (50%) of the Contract Price shall be paid to **SYREX** upon completion of the printing, packaging, labeling, inspection and delivery of scannable AS, and test administration; and
- ii. Fifty percent (50%) of the Contract Price shall be paid to **SYREX** upon complete processing, printing, packaging, labeling, inspection, and delivery of test results and processing of statistical data output requirements.

14. 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 of RA 9184 and its revised IRR.

- a. A three-month comprehensive and onsite warranty for the Goods will be applied. The said warranty period shall reckon from the date of the issuance of the Certificate of Final Acceptance by **DEPED** that the delivered Goods have been duly inspected and accepted.
- b. Replacement and/or repair of test materials shall only be applicable if printing defects and/or non-compliance with the technical specifications are discovered prior to test administration. Replacement and/or repair of test materials shall be made within five (5) calendar days upon receipt of claim or request therefor.
- c. Upon request for 100% payment, retention money amounting to five percent (5%) of the Contract Price shall cover the following:


JOVY A. LACS PINALES
SYREX's Witness


ADELA F. SY
SYREX


DANILYN JOVL. PARGILINAN
CHIEF EPS, BEA-EAD
DEPED's Witness


ASEC. JANIR TY DATUKAN
DEPED

- i. One (1) year warehousing of answer sheets

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.

15. As may be applicable for goods to be delivered, **SYREX** 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 stated in Section VII. Technical Specifications of the bidding documents and including additional requirements, if any, and in any subsequent instruction ordered by DepEd.

16. Ownership, title, rights, and interest with respect to the contents of the test materials, 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 test materials beyond what is expressly allowed for the purpose of accomplishing the terms under this Contract, unless express permission of **DEPED** in writing is obtained.

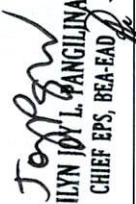
17. Each party, in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012" and its Implementing Rules and Regulations and applicable National Privacy 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.

18. The goods under this Contract shall be fully insured by **SYREX** 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 **SYREX** until the final acceptance by **DEPED**.

19. **SYREX** 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 **SYREX**, or collect from any of the securities or warranties posted by **SYREX**, whichever is convenient to **DEPED**. Once the accumulated amount of liquidated damages reaches 10% of the Contract Price, **DEPED** may rescind or


JOVY A. LAC PINES
SYREX's Witness


ADELA F. SY
SYREX


DANIYAN L. PANGILINAN
CHIEF EPS, BEA-EAD
DEPED's Witness


ASEC. JANIR TY DATUKAN
DEPED

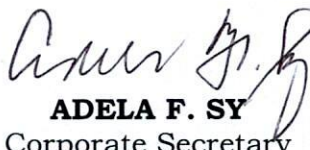
terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.

20. 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 RA 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:


JANIR TY DATUKAN
Assistant Secretary
Curriculum and Teaching
DEPED


ADELA F. SY
Corporate Secretary
SYREX

SIGNED IN THE PRESENCE OF:


DANILYN JOY L. PANGILINAN
CHIEF EPS, BEA-EAD
DEPED's Witness


JOVY A. LAC PINAS
SYREX's Witness

CERTIFIED FUNDS AVAILABLE: ₱2,217,600.-


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 AUG 14 2024 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

JANIR TY DATUKAN

Assistant Secretary
Curriculum and Teaching
DEPED

*PG514692A, 22 Mar 2018, DFA Manila
Phil. Passport*

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.

ATTY. NEIL TANJANG T ALBOPERA

NOTARY PUBLIC
Until December 31, 2024

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

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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 AUG 14 2024 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

ADELA F. SY

Corporate Secretary
SYREX

DRIVER'S LICENSE # N08-80-D18355 2022/08/26 LTO

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.

ATTY. NEIL TANLANGIT ALBOPERA

NOTARY PUBLIC

NOTARY PUBLIC

Until December 31, 2025

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

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