



Republic of Philippines
DEPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City
 Trunk Line (02) 632-19-61, Website <http://www.deped.gov.ph>



PROJECT : Procurement of Test Materials for the 2025 Accreditation & Equivalency (A&E) Test
CONTRACT NO. : 2025-BEA2-003-B4-CB-086-C118

CONTRACT FOR PROCUREMENT OF TEST MATERIALS FOR THE 2025 ACCREDITATION & EQUIVALENCY (A&E) TEST

THIS CONTRACT is made and entered into this, 24 FEB day of 2026 2026 by and between:

The **DEPARTMENT OF EDUCATION**, a government agency created by law to ensure the delivery of quality basic education, particularly under Batas Pambansa Blg. 232, otherwise known as the "Education Act of 1982," as amended by Republic Act (RA) No. 9155, otherwise known as the "Governance of Basic Education Act of 2001," located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Assistant Secretary Officer-In-Charge for Undersecretary for Learning Systems, **DR. CARMELA C. ORACION**, as per DepEd Order No. 001, s. 2025 dated 17 January 2025 (hereinafter referred to as "**DEPED**");

-and-

FRONT CARGO FORWARDERS, INC., a company duly organized and existing under the laws of the Philippines, with principal office at No. 29 Data St., Brgy. Don Manuel, Quezon City, represented herein by its Authorized Representative, **MARIA CRISTINA C. TURGANO**, by virtue of Omnibus Sworn Statement dated January 15, 2026 (hereinafter referred to as "**SUPPLIER**");

DEPED and **SUPPLIER** are collectively referred to as **PARTIES**.

WHEREAS, DEPED invited bids for the procurement of goods and services, consisting of three (3) lots, following the national competitive bidding method; **SUPPLIER** submitted a responsive bid and was awarded the contract for **Lot No. 3** for the procurement in the total amount of **PHILIPPINE PESOS SEVEN MILLION, TWO HUNDRED THIRTY-NINE THOUSAND AND 00/100 (PhP7,239,000.00)**, hereinafter referred to as the "Contract Price," detailed as follows;

Lot No.	Description	Quantities	Contract Price (PhP)
3	I. Delivery of A&E Test Materials • Pick-up (matching of TB's and ASs) period from Lot No. 1 Service Provider;	Elementary 75,000 TBs Junior High School 300,000 TBs	7,239,000.00

Elena Faborena
 SUPPLIER'S WITNESS

MARIA CRISTINA C. TURGANO
 SUPPLIER

Kevin P. Santos
 DEPED'S WITNESS

DR. KEVIN CARL P. SANTOS
 DEPED

Carmela C. Oracion
 DEPED

DR. CARMELA C. ORACION
 DEPED

YQ JTD JRY SLA



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Carmela Oracion
DR. CARMELA C. ORACION
 DEPED

DR. Kevin Carl P. Santos
DR. KEVIN CARL P. SANTOS
 DEPED's WITNESS

Maria Cristina C. Turgano
MARIA CRISTINA C. TURGANO
 SUPPLIER

Edna Faborem
EDNA FABOREM
 SUPPLIER'S WITNESS

	<ul style="list-style-type: none"> • Delivery of Test Materials to Schools Division Offices (SDOs) 	NCMs 108,000	
	<ul style="list-style-type: none"> • Retrieval of A&E Test Materials from SDOs • Delivery of test booklets to the Lot 1 warehouse for storage for a duration of 90 calendar days • Delivery of NCMs with the answer sheets to Lot 2 for processing of test results and storage for a duration of 365 calendar days 	Elementary 75,000 TBs Junior High School 300,000 TBs NCMs 108,000	
	III. Delivery of CORs	375,000	

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.
2. The following documents, as required by the Implementing Rules and Regulations (IRR) of RA No. 12009, shall form part of and be read and construed as integral parts of this Contract:
 - a. Philippine Bidding Documents (PBD);
 - i. Invitation to Bid;
 - ii. Instruction to Bidders;
 - iii. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

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		• Delivery of NCMs with the answer sheets to Lot 2 for processing of test results and storage for a duration of 365 calendar days	NCMs 108,000	
	3	IV. Delivery of CORs	375,000	15 calendar days after pick up at the printer's warehouse

Complete delivery shall be made within the contract duration stipulated below, from the date of receipt of the Notice to Proceed (NTP).

Upon delivery of the goods to the delivery site, the Supplier shall notify DepEd and present the following documents:

- i. Original and four copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- ii. Original and four copies of the Manufacturer's and/or Supplier's Warranty Certificate, where applicable;
- iii. 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 ARP.

In case the Supplier encounters conditions impeding timely delivery of the goods, it must promptly notify DepEd in writing within five (5) calendar days from notice of such conditions, and any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such requests have become apparent. The Supplier must provide sufficient proof to support any request for work suspension and/or contract period extension.

Packaging - The Supplier shall provide such packaging as is required to prevent their 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, and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

MARIA CRISTINA C. TURGANO SUPPLIER
DR. KEVIN CARL P. SANTOS DEPED's WITNESS
DR. CARMELA C. ORACION DEPED
Carmela Oracion
Kevin Carl P. Santos
Maria Cristina C. Turgano
 SUPPLIER'S WITNESS

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Transportation - Transport of the goods shall be arranged by the Supplier, 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.

Intellectual Property Rights - The Supplier shall indemnify DepEd against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof.

The contract delivery period/s shall take into consideration the interdependent activities among the three (3) lots of the Accreditation and Equivalency (A&E) Test, DepEd, through BEA, shall provide written notification to **FRONT CARGO FORWARDERS, INC.** of the commencement or end of a supplier's activity that connects or is interdependent with another prior activity within the same or from another lot. The period during which **FRONT CARGO FORWARDERS, INC.** cannot perform yet the activity/obligation in relation to BEA's written notification and without fault/delay on the part of **FRONT CARGO FORWARDERS, INC.** shall be tolled.

4. **DEPED** agrees to pay the above-mentioned sum to the **SUPPLIER** in accordance with the schedule and manner provided in the Bidding Documents and its annexes.

The method and conditions of payment to be made to the Supplier through the Government disbursement procedure within sixty (60) days after the date of acceptance of Goods at the project Site and upon submission of documents under this contract shall be as follows.

The Supplier may submit a request for payment based on progress reports which shall be attached to 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 Receipts;
- iii. duly signed Inspection and Acceptance Reports, including certification by Supplier, as approved by the duly authorized DepEd representative, that the goods have been delivered and/or properly installed and commissioned 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.

Payment Schedule: Lot No. 3 - 50% payment upon completion of the delivery and acceptance of scannable answer sheets, and test administration. 50% payment upon completion of retrieval of test materials and delivery, and acceptance of certificates of rating.

MARIA CRISTINA C. TURGANO
 SUPPLIER
 DR. KEVIN CARL P. SANTOS
 DEPED's WITNESS
 DR. CARMELA C. ORACION
 DEPED

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Edna Cabredo
 SUPPLIER'S WITNESS

MARIA CRISTINA C. TURGANO
 SUPPLIER

DR. KEVIN CARL P. SANTOS
 DEPED'S WITNESS

Annemela Carasion
 DR. CARMELA C. ORACION
 DEPED

(NOTE: The Supplier must furnish a copy of the above-mentioned documents to DepEd Accounting and the End-user [Bureau of Education Assessment – Education Assessment Division (BEA-EAD)] and the Contract Management Division of the Procurement Service, Central Office).

Replacement of test materials shall only be applicable if printing defects and/or non-compliance with the technical specifications are discovered prior to test administration. Service provider shall replace defective test materials before test administration.

Period of Correction of Manufacturing Defects - The Supplier shall correct any manufacturing defects and replace defective items within the prescribed warranty period, counted from the date a claim for such correction or replacement is filed. Replacement shall be the preferred remedial action; repair shall be undertaken only when replacement is not feasible.

The Supplier shall post a Performance Security in accordance with GCC Clause 13 and ITB Clause 31 to guarantee faithful performance of delivery and retrieval obligations. The Performance Security shall remain valid until issuance of the Certificate of Final Acceptance. Payment Schedule for Lot 3 remains milestone-based: 50% upon delivery and acceptance of test materials; 50% upon retrieval and acceptance of Certificates of Rating.

5. **SUPPLIER** 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** need not prove that it has incurred actual damages to be entitled to liquidated damages. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **SUPPLIER**, or collect from any of the securities or warranties posted by **SUPPLIER**, 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.
6. The **PARTIES** shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Agreement. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation, in accordance with Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."

In case of failure to settle amicably, the Parties, without herein waiving the benefit of immunity from suit or state privilege granted by law, if any, shall, whenever permitted, submit the dispute to the appropriate courts of Pasig City, to the exclusion of all other venues.

7. Any amendments, modifications, or supplements to this Contract shall be made in writing and signed by the duly authorized representatives of both **PARTIES**. No modification shall be valid or binding unless expressly agreed upon by both **PARTIES** through a written agreement executed with the same formalities as this Contract.

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

For DEPED:

Carmela Oracion

DR. CARMELA C. ORACION
Head of Procuring Entity

For the **SUPPLIER**:

MARIA CRISTINA C. TURGANO
Duly authorized to sign the Contract
for and behalf of **SUPPLIER**

Signed in the presence of:

[Signature]

DR. KEVIN CARL P. SANTOS
DEPED's Witness

[Signature]

Witness- Supplier

CERTIFIED FUNDS AVAILABLE: ₱7,229,000.-

[Signature]

WILMA P. ECALNR

Accountant IV
OIC, Chief Accountant

[Signature]
AEO - JMD - JMY - SLA



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REPUBLIC OF THE PHILIPPINE)
) **PASIG CITY** S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the **PASIG CITY**, City/Province of **PASIG CITY**, this 24 FEB 2026 day of 24 FEB 2026 2026, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of nine (9) pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

NAME	GOVERNMENT ISSUED ID	NUMBER, ISSUED ON, ISSUED BY
DR. CARMELA C. ORACION Assistant Secretary Officer-In-Charge for Undersecretary for Learning Systems DEPED	EMPLOYEE ID	Employee No: 5018755, DepEd Central Office, DepEd

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

Doc. No. 14
 Page No. 14
 Book No. 11
 Series of 2024

NOTARY PUBLIC
ATTY. GERALD P. RUBIO
 Notary Public
 Until December 31, 2026
 Roll No. 84083
 IBP OR N. 569611
 PTR No. 3841789
 Appointment No. 104 (2025-2026)
 MCLE Compliance VIII-BEP002249
 TIN No. 238-919-765

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REPUBLIC OF THE PHILIPPINE)
 _____) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the PASIG CITY,
 City/Province of PASIG CITY, this 24 FEB 2026 day of _____, 20____,
 personally appeared the above-named persons who have satisfactorily proven to me
 their identity, through their identifying documents written below their names and
 signatures, that they are the same persons who executed and voluntarily signed the
 foregoing instrument consisting of nine (9) pages, including this page where this
 Acknowledgement is written, which they acknowledged before me as their free and
 voluntary act and deed.

NAME	GOVERNMENT ISSUED ID	NUMBER, ISSUED ON, ISSUED BY
MARIA CRISTINA C. TURGANO Authorized Representative FRONT CARGO FORWARDERS, INC.		

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

Doc. No. 912
 Page No. 664
 Book No. 11
 Series of 2026

NOTARY PUBLIC
ATTY. GERALD P. RUBIO
 Notary Public
 Until December 31, 2026
 Roll No. 84083
 IBP OR N. 569611
 PTR No. 3841789
 Appointment No. 104 (2025-2026)
 MCLE Compliance VIII-BEP002249
 TIN No. 238-919-765

AFO - JTS - JNY - SEA