



**PROJECT:** Procurement of Test Materials for 2023 National Career Assessment Examination (NCAE) (For Lot No. 1)  
**CONTRACT NO.:** 2023-BEA2(013)-BIV-CB034-C147

**CONTRACT**

**THIS CONTRACT** made and entered into this 18 MAR 2024 day of 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 **PRINTWELL, INC. JV TRI-MEGA BUSINESS INTERNATIONAL, INC.**, represented herein by its Authorized Representative, **ROBERT L. YAM**, with office address at 38 Dansalan st. Mandaluyong City (hereinafter referred to as "**PRINTWELL JV TRI-MEGA**"), as per Omnibus Sworn Statement dated October 9, 2023 (hereto attached as Annex "A").

**DEPED** and **PRINTWELL JV TRI-MEGA** are collectively called **PARTIES**.

**WHEREAS, DEPED** invited bids for the Procurement of Test Materials for 2023 National Career Assessment Examination (NCAE) consisting of 3 lots, and received bids for Lot No. 1 (Regions VI and VII); **DEPED** opened, read, and evaluated the bids and declared **PRINTWELL JV TRI-MEGA** as having the Lowest Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **PRINTWELL JV TRI-MEGA** as the Lowest Calculated Responsive Bid in the sum of **PHILIPPINE PESOS THIRTY-NINE MILLION, SIX HUNDRED EIGHTY-FIVE THOUSAND, and 00/100 (PhP39,685,000.00) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Description	Amount (PhP)
1	Test Booklets and Non-Classified Materials	39,685,000.00

**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 November 29, 2023;
  - b. Philippine Bidding Documents;
    - i. General and Special Conditions of the Contract;
    - ii. Schedule of Requirements;
    - iii. Technical Specifications; and

Dr. MELIA V. BENITO, CESO IV  
 Director IV  
 DEPED's Witness  
 ROBERT L. YAM  
 PRINTWELL JV TRI-MEGA  
 PRINTWELL JV TRI-MEGA's Witness  
 ATTY. MICHAEL WESLEY T. POA  
 DEPED

PRINTWELL JV TRI-MEGA's Witness

ROBERT L. YAM

PRINTWELL JV TRI-MEGA

DEPED's Witness

Dr. NELIA V. BENITO, CESO IV

ATTY. MICHAEL WESLEY T. POA

DEPED

iv. Bid Bulletin No. 2 dated October 2, 2023, respectively;

- c. **PRINTWELL JV TRI-MEGA'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 **PRINTWELL JV TRI-MEGA's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **PRINTWELL JV TRI-MEGA** 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. **PRINTWELL JV TRI-MEGA** 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 **PRINTWELL JV TRI-MEGA** is in default of any of its obligations under this Contract. **PRINTWELL JV TRI-MEGA** 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 and services referred to in this Contract shall be delivered by **PRINTWELL JV TRI-MEGA** at the Schools stipulated in the Allocation list within **NINETY-FOUR (94) calendar days** from the **receipt of the Notice to Proceed (NTP)**. **PRINTWELL JV TRI-MEGA** shall ensure that the goods will be delivered in accordance with Section VI. 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 visit and inspect **PRINTWELL JV TRI-MEGA's** premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **PRINTWELL JV TRI-MEGA's** capacity to discharge its contractual obligations.

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

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, **PRINTWELL JV**

**TRI-MEGA** shall ensure convenient access to the goods for inspection. **PRINTWELL JV TRI-MEGA** 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 Inspectorate Team. **PRINTWELL JV TRI-MEGA** 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.
8. The goods and services must conform to and comply with the standards mentioned in Section VII. Technical Specifications of the Bidding Documents, and must be in accordance with the detailed 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 **PRINTWELL JV TRI-MEGA**, 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 **PRINTWELL JV TRI-MEGA** in accordance with the warranty provisions in the bidding documents. The replacement of the goods shall be subject to re-inspection.
10. In case **PRINTWELL JV TRI-MEGA** encounters condition(s) impeding timely delivery of the goods and perform services, **PRINTWELL JV TRI-MEGA** 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. **PRINTWELL JV TRI-MEGA** 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 **PRINTWELL JV TRI-MEGA** in accordance with the following disbursement procedures:
  - a. **PRINTWELL JV TRI-MEGA** 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 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 **PRINTWELL JV TRI-MEGA**, duly signed and dated by the authorized representative of **DEPED**


*Robert L. Yam*  
**ROBERT L. YAM**  
PRINTWELL JV TRI-MEGA  
PRINTWELL JV TRI-MEGA's Witness

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

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

  
ROBERT L. YAM  
PRINTWELL JV TRI-MEGA

PRINTWELL JV TRI-MEGA PRINTWELL JV TRI-MEGA's Witness

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

DEPED's Witness

  
ATTY. MICHAEL WESLEY T. POA  
DEPED

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 **PRINTWELL JV TRI-MEGA** within Sixty days after the date of acceptance of Goods at the project site and upon submission of 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 total Contract Price shall be paid to **PRINTWELL JV TRI-MEGA** upon completion of the printing, packaging, labeling, inspection, delivery and acceptance of goods (and complete performance of services) by the duly authorized DepEd representative;
  - ii. Final payment shall consist of the full and final payment of the unpaid inspected and accepted goods, subject to the submission of the required documents under the Bidding Documents.

12. Payment shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to three percent (3%) of the progress payment or a Special Bank Guarantee in an amount equal to three percent (3%) of the Contract Price required under Section 62.1 of RA 9184 and its revised IRR.

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

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. **PRINTWELL JV TRI-MEGA** 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 **PRINTWELL JV TRI-MEGA** or collect from any of the securities or warranties posted by **PRINTWELL JV TRI-MEGA** 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.


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.

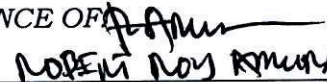
*SIGNED, SEALED AND DELIVERED BY:*

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

  
**ROBERT L. YAM**  
Authorized Representative  
PRINTWELL, INC. JV TRI-MEGA  
BUSINESS INTERNATIONAL, INC.

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

SIGNED IN THE PRESENCE OF

  
**ROBERT ROY ROMULO**  
PRINTWELL JV TRI-MEGA's Witness

CERTIFIED FUNDS AVAILABLE: ₱ 29,685,000.00

  
**MA. RHUNNA L. CATALAN**  
*Chief Accountant*  
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 18 MAR 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 TANGIT ALBOPERA**

**NOTARY PUBLIC**

**NOTARY PUBLIC**

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. 107;  
Page No. 15;  
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 18 MAR 2024 2024 personally appeared:

  
**NAME**  
**ROBERT L. YAM**  
Authorized Representative  
PRINTWELL, INC. JV TRI-MEGA BUSINESS  
INTERNATIONAL, INC.


**GOVERNMENT ISSUED ID**  
(Number, Issued On, Issued By)  
46249 1-11-2016 SENIOR CITIZEN ID

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.

Doc. No. 268  
Page No. 7  
Book No. 41  
Series of 2024.

  
**ATTY. NEIL TANANGIT ALBOPERA**  
**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  
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Appointment No. 58 (2024-2025)  
Cellphone No. 0977 494 822