



**PROJECT:** Procurement of Test Materials for 2023 Early Language, Literacy, and Numeracy Assessment (ELLNA)  
**CONTRACT NO.:** 2023-BEA2(023,008,022,014&002)-BIV-CB009to013-C027

**CONTRACT**

**THIS CONTRACT** made and entered into this 30th day of November 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 Department Order No. 001, s. 2023, dated 09 January 2023, Office Order OO-OSEC-2023-60, dated 14 March 2023 and Office Order OO-OSEC-2023-267, dated 17 October 2023 (hereinafter referred to as “**DEPED**”); and **PRINTWELL, INC. IN JOINT VENTURE WITH TRI-MEGA BUSINESS INTERNATIONAL, INC.**, represented herein by the President of Printwell, Inc., **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 19 June 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 Early Language, Literacy, and Numeracy Assessment (ELLNA) consisting of three (3) lots, and received a bid from a lone bidder for Lot No. 1; **DEPED** opened, read, and evaluated the bid and declared **PRINTWELL JV TRI-MEGA** as having the Single Calculated Bid for Lot No. 1; after evaluation, **DEPED** post-qualified and declared the bid of **PRINTWELL JV TRI-MEGA** as the Single Calculated Responsive Bid for Lot No. 1 in the sum of **PHILIPPINE PESOS FORTY-ONE MILLION, SEVEN HUNDRED SEVENTY-FOUR THOUSAND, EIGHT HUNDRED SIXTY-TWO AND 50/100 (PhP41,774,862.50) ONLY**, (hereinafter called the “Contract Price”), detailed as follows:

Lot No.	Description	Quantity	Amount (PhP)
1	Quarantine Printing, Packaging, Labeling, and Warehousing of Text Booklets and Non-Classified Materials	4,376,150 copies of test booklets	41,774,862.50
		1,278,000 copies of non-classified materials	

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

- In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
- 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*:

*Wesley*  
**ATTY. MICHAEL WESLEY T. POA**  
 DEPED  
 Director IV  
 DEPED's Witness

*Robert L. Yam*  
**ROBERT L. YAM**  
 PRINTWELL JV TRI-MEGA  
 President

*Luz Villanueva B. Sulit*  
**Luz Villanueva B. Sulit**  
 PRINTWELL JV TRI-MEGA's Witness

*Nelia V. Benito, Ces0 IV*  
**Dr. NELIA V. BENITO, CES0 IV**  
 DEPED's Witness

*lobul*  
 LUZVINDA B. SULTA  
 PRINTWELL JV TRI-MEGA's Witness

*[Signature]*  
 ROBERT L. YAM  
 PRINTWELL JV TRI-MEGA

*[Signature]*  
 Dr. NELIA V. BENITO, CESO IV  
 Director-IV  
 DEPED's Witness

*[Signature]*  
 ATTY. MICHAEL WESLEY T. POA  
 DEPED

- a. Resolution to Award No. **2023-BEA2(023,008,022,014&002)-BIV-CB-009to013** dated 14 July 2023;
  - b. Philippine Bidding Documents;
    - i. General and Special Conditions of the Contract;
    - ii. Schedule of Requirements;
    - iii. Technical Specifications;
    - iv. Bid Bulletin No. 1 dated 14 June 2023;
  - 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 referred to in this Contract shall be picked up or hauled by the designated forwarder/courier for the project in accordance with the delivery schedule specified in the Schedule of Requirements, which is hereto attached as Annex "B" and made an integral part hereof.

Lot No.	Description	Items	Contract Duration
1	Quarantine Printing, Packaging and Labeling of Test Booklets and Non-Classified Materials	Printing of Non-Classified Materials	15 calendar days
		Printing of Test Booklets	45 calendar days
		Warehousing Period for Test Booklets	90 calendar days to commence 10 cds after test administration

Goods picked up at sites other than **PRINTWELL JV TRI-MEGA's** warehouse without **DEPED's** written authorization and/or approval may be rejected by the latter. 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 9 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 Team.


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 Inspectorate Team prior to pick-up and hauling from **PRINTWELL JV TRI-MEGA's** warehouse in accordance with the provisions of the Special Conditions of the Contract, the Schedule of Requirements, or otherwise indicated in other parts of the Bidding Documents. **PRINTWELL JV TRI-MEGA** shall coordinate with **DEPED**, through the Procurement Management Service-Contract Management Division (ProcMS-CMD), on the conduct of inspection of goods. Any request for inspection shall be done in writing and contain the following information:

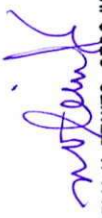
- a. Project Title and Contract Number;
- b. Specific goods for inspection;
- c. Quantity of goods for inspection;
- d. Venue/Address of inspection site; and
- e. Proposed schedule of inspection which must be at least 10 calendar days from the submission of the written request.

The request for inspection must be submitted to **DEPED** through ProcMS-CMD or by email at [procms.cmd@deped.gov.ph](mailto:procms.cmd@deped.gov.ph).

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 **PRINTWELL JV TRI-MEGA**, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

  
Luzviminda B. Sult  
PRINTWELL JV TRI-MEGA's Witness

  
ROBERT L. YAM  
PRINTWELL JV TRI-MEGA

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

  
ATTY. MICHAEL WESLEY T. POA  
DEPED

9. Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected 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, **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, 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** 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 (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 to **PRINTWELL JV TRI-MEGA** upon completion of printing, packaging, labeling, delivery of test booklets and non-classified materials, test administration, and acceptance of the goods by the duly authorized representative of **DEPED**;

*[Signature]*  
 LORVINDA B. SULT  
 PRINTWELL JV TRI-MEGA's Witness

*[Signature]*  
 ROBERT L. YAM  
 PRINTWELL JV TRI-MEGA

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

*[Signature]*  
 ATTY. MICHAEL WESLEY T. POA  
 DEPED

*Logan*  
*Luzviminda B. Sult*  
PRINTWELL JV TRI-MEGA's Witness

*[Signature]*  
ROBERT L. YAM  
PRINTWELL JV TRI-MEGA

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

*[Signature]*  
ATTY. MICHAEL WESLEY T. POA  
DEPED

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 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 delivered goods shall reckon from the date of the issuance of the Certificate of Final Acceptance by **DEPED**.
  - b. **PRINTWELL JV TRI-MEGA** shall replace or repair all rejected goods within five (5) calendar days from receipt of the Notice of Rejection. Replacement or repair of the goods shall only be applicable if printing defects and/or non-compliance with the technical specifications are discovered prior to test administration.

In case **PRINTWELL JV TRI-MEGA** 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.

13. All Parties shall comply with Republic Act No. 8293, otherwise known as the "Intellectual Property Code of the Philippines," as amended by Republic Act Nos. 9150, 9502 and 10372, and other applicable laws and rules governing intellectual property in the Philippines. **DEPED** and **PRINTWELL JV TRI-MEGA** mutually hold each other free and harmless from any and all liabilities arising from copyright infringement claims and/or any other intellectual property claims or suits from third parties. Attribution shall be given to both Parties in accordance with law.

Ownership, title, rights, and interest with respect to the contents of the test booklets and non-classified materials, including all resources, records, or materials used or obtained in the course of this Contract shall vest exclusively with **DEPED**. **PRINTWELL JV TRI-MEGA** hereby irrevocably waives any claim thereto. **PRINTWELL JV TRI-MEGA** shall not, in any manner or for any purpose, use the contents of the test booklets and non-classified 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.

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. 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. **PRINTWELL JV TRI-MEGA** 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 **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.

16. The **PARTIES** shall make every effort to resolve amicably 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, each party agrees to submit to the Early Neutral Evaluation for a period of thirty (30) days pursuant to R.A. No. 9285 or the "Alternative Dispute Resolution Act of 2004," specifically Article 7.6 of its IRR. As defined, Early Neutral Evaluation is an alternative dispute resolution "process wherein parties and their lawyers are brought together early in the pre-trial phase to present summaries of their cases and to receive a non-binding assessment by an experienced, neutral person, with expertise in the subject matter or substance of the dispute."

Should such dispute not be the proper subject to alternative dispute resolution, either Party may avail of other legal remedies in courts of competent jurisdiction.


**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  
Head of Procuring Entity  
DEPED

  
**ROBERT L. YAM**  
President  
PRINTWELL JV TRI-MEGA

SIGNED IN THE PRESENCE OF:

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

  
**Luvinanda B. Suht**  
PRINTWELL JV TRI-MEGA's Witness

CERTIFIED FUNDS AVAILABLE: ₱41,774,862.50

  
**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 30 NOV 2023 2023 personally appeared:

**NAME**

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

**ATTY. MICHAEL WESLEY T. POA**

Undersecretary and Chief of Staff  
Head of Procuring Entity  
DEPED

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 six (6) pages (exclusive of attachments), excluding 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. 1197/Amor  
Page No. 21;  
Book No. 179;  
Series of 2023.

L. Amor  
**ATTY. LETICIA M. AMON**  
Notary Public  
**Pasig, Pateros & San Juan**  
Valid Until December 31, 2023  
Roll No. 22188  
PTR AA No. 0112306/01-03-23  
Lifetime IBP Member No. 04286  
Official Receipt No. 574709, IBP Chapter  
MCLE Compliance No. VII-0000050/6-18-2019  
Ground Flr. Armal Centre, U. Velasco, Ave.  
Malinao, Pasig City

REPUBLIC OF THE PHILIPPINES)  
PASIG CITY, METRO MANILA) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for PASIG CITY,  
Philippines, this 30 day of NOV 2023 personally appeared:

**NAME**  
  
**ROBERT L. YAM**  
President of Printwell, Inc.  
PRINTWELL JV TRI-MEGA

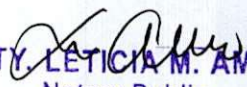
**GOVERNMENT ISSUED ID**  
(Number, Issued On, Issued By)

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 six (6) pages (exclusive of attachments), excluding 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. 86;  
Page No. 19;  
Book No. 179;  
Series of 2023.

  
**ATTY. LETICIA M. AMON**  
Notary Public  
Pasig, Pater **NOTARY PUBLIC**  
Valid Until December 31, 2023  
Roll No. 22188  
PTR AA No. 0112306/01-03-23  
Lifetime IBP Member No. 04286  
Official Receipt No. 574709, IBP Chapter  
MCLE Compliance No. VII-0000050/6-18-2019  
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Malinao, Pasig City