



PROJECT: Procurement of Test Materials for 2023 Philippine Educational Placement Test (PEPT) Special Administration – Independence Day
CONTRACT NO.: 2023-BEA2(023,008,022,014&002)-BIV-CB009to013-C020

CONTRACT

NOV 30 2023

THIS CONTRACT made and entered into this _____ day of _____ 2023 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Director IV, Bureau of Alternative Education Officer-in-Charge, Office of the Assistant Secretary for Curriculum and Teaching - Education Assessment and Alternative Education, **MARILETTE R. ALMAYDA**, as per Department Order No. 001, s. 2023, dated 09 January 2023, Office Order OO-OSEC-2023-060, dated 14 March 2023 and Office Order OO-OSEC-2023-239, dated 22 September 2023 (hereinafter referred to as “**DEPED**”); and **TRI-MEGA BUSINESS INTERNATIONAL, INC.**, represented herein by its President, **ROBERTO M. AMURAO**, with office address at 36 Tomas Morato St., Kristong Hari, Quezon City (hereinafter referred to as “**TRI-MEGA**”), as per Secretary’s Certificate dated 20 June 2023 (hereto attached as Annex “A”).

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

WHEREAS, DEPED invited bids for the procurement of test materials for 2023 Philippine Educational Placement Test (PEPT) Special Administration – Independence Day 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 **TRI-MEGA** as having the Single Calculated Bid for Lot No. 1; after evaluation, **DEPED** post-qualified and declared the bid of **TRI-MEGA** as the Single Calculated Responsive Bid for Lot No. 1 in the sum of **PHILIPPINE PESOS FOUR MILLION, FORTY THOUSAND, TWO HUNDRED FIFTY AND 00/100 (PhP4,040,250.00) ONLY**, (hereinafter called the “Contract Price”), detailed as follows:

Lot No.	Description	Quantity	Amount (PhP)
1	Quarantine Printing, Packaging, and Labeling of Text Booklets and Non-Classified Materials	30,000 copies of test booklets (TB) 1	4,040,250.00
		30,000 copies of TB 2	
		20,500 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:
 - Resolution to Award No. **2023-BEA2(023,008,022,014&002)-BIV-CB-009to013** dated 14 July 2023;
 - Philippine Bidding Documents;

[Signature]
 TRI-MEGA's Witness

[Signature]
 ROBERTO M. AMURAO
 TRI-MEGA

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

[Signature]
 MARILETTE R. ALMAYDA
 DEPED

- 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. **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 **TRI-MEGA's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **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. **TRI-MEGA** 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 **TRI-MEGA** is in default of any of its obligations under this Contract. **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	4 calendar days
		Printing of Test Booklets	10 calendar days
		Warehousing Period for Test Booklets	90 calendar days to commence 10 cds after test administration

Goods picked up at sites other than **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 **DEPED** authorized receiving personnel may be a cause for the termination of the Contract and shall be subject to liquidated damages pursuant to Item 15 of this Contract.

5. **DEPED** shall have the right to visit and inspect **TRI-MEGA's** premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **TRI-MEGA's** capacity to discharge its contractual obligations.

TRI-MEGA's Witness

ROBERTO M. AMURAO
TRI-MEGA

DEPED's Witness

Dr. NELIA V. BENITO, CESO IV
Director IV
DEPED

MARILETTE R. ALMAYDA
DEPED

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, **TRI-MEGA** shall ensure convenient access to the goods for inspection. **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 **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. **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@depd.gov.ph.

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 **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 in writing, by **DEPED** and replaced by **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 **TRI-MEGA** encounters condition(s) impeding timely delivery of the goods, **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. **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 **TRI-MEGA** in accordance with the following disbursement procedures:

a. **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 **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 **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 **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**;

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. **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 **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 **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**. **TRI-MEGA** hereby irrevocably waives any claim thereto. **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. **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 **TRI-MEGA**, or collect from any of the securities or warranties posted by **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.

TRI-MEGA's Witness

ROBERTO M. AMURAO

TRI-MEGA

DEPED's Witness

Dr. NELIA V. BENTO, CESO IV

DEPED

MARILETTE R. ALMAYDA

DEPED

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.

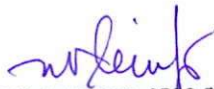
SIGNED, SEALED AND DELIVERED BY:



MARILETTE R. ALMAYDA
Director IV,
Bureau of Alternative Education
Officer-in-Charge, Office of the
Assistant Secretary for Curriculum
and Teaching - Education
Assessment and Alternative
Education
DEPED



ROBERTO M. AMURAO
President
TRI-MEGA

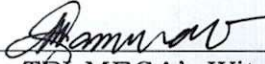


Dr. NELIA V. BENITO, CESO IV

DEPED's Witness



SIGNED IN THE PRESENCE OF:



TRI-MEGA's Witness

CERTIFIED FUNDS AVAILABLE: ₱4,040,250.00

MA. RHUNNAL CATALAN

Chief Accountant

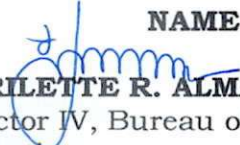


REPUBLIC OF THE PHILIPPINES)

PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

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

NAME

MARILETTE R. ALMAYDA
Director IV, Bureau of Alternative
Education
Officer-in-Charge, Office of the
Assistant Secretary for Curriculum
and Teaching - Education
Assessment and Alternative
Education
DEPED

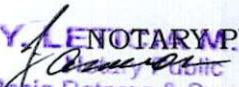
GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

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. 400
Page No. 91;
Book No. 102;
Series of 2023.

ATTY. L. NOTARY PUBLIC

Pasig Pateros & San Juan
Valid Until December 31, 2023
Roll No.: 2218
PTR BCE 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)
QUEZON CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

QUEZON CITY

BEFORE ME, a Notary Public in and for _____,
Philippines, this NOV 9 0 2023 2023 personally appeared:

NAME

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

ROBERTO M. AMURAO
President
TRI-MEGA

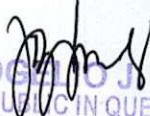
Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

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.

NOTARY PUBLIC

Doc. No. 120 ;
Page No. 24 ;
Book No. XCVI ;
Series of 2023.


ATTY. ROSILLO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY
Commission No. Adm. Matter No. NP-158 (2023-2024)
IBP O.R. No. 180815 2023 & IBP O.R. No. 180816 2024
PTR O.R. No. 3916669 D 01/03/2023 / Roll No. 33832 / TIN# 129-871-009-000
MCLE No. 7 & 8 FROM APRIL 15, 2023 UNTIL APRIL 14, 2025
Address: 31-F Harvard St., Cubao, Q.C.