



**PROJECT:** Printing and Delivery of Primers for Key-Stage Assessments in the National level (Rebid of Lot No.1)  
**CONTRACT NO.:** 2023c-BEA2(001)-BIV-CB029a-C0110

**CONTRACT**

**THIS CONTRACT** made and entered into this \_\_\_\_\_ day of DEC 29 2023 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 **TRI-MEGA BUSINESS, INTERNATIONAL INC.**, represented herein by its Authorized Representative, **ROBERTO M. AMURAO**, with office address at 85 Agno Ext. Tatalon, Quezon City (hereinafter referred to as "**TRI-MEGA**"), as per Omnibus Sworn Statement dated October 02, 2023 (hereto attached as Annex "A").

**DEPED** and **TRI-MEGA BUSINESS, INTERNATIONAL INC.** are collectively called **PARTIES**.

**WHEREAS, DEPED** invited bids for the printing and delivery of primers for key stage assessment consisting of one (1) lot, and received bid from one (1) prospective bidder for Lot No. 1. **DEPED** opened, read, and evaluated the bid and declared **TRI-MEGA BUSINESS, INTERNATIONAL INC.** as having the Single Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **TRI-MEGA BUSINESS, INTERNATIONAL INC.** as the Single Calculated Responsive Bid in the sum of **PHILIPPINE PESOS THREE MILLION, FOUR HUNDRED FIFTY-TWO THOUSAND, SEVEN HUNDRED FIFTY and 00/100 (PhP3,452,750.00) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

	Description	Amount (PhP)
1 Lot	Printing and Delivery of Primers for Key-Stage Assessments in the National Level (Rebid of Lot No.1)	3,452,750.00

**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. 2023c-BEA2(001)-BIV-CB-029a dated October 27, 2023;
  - b. Philippine Bidding Documents;
    - i. General and Special Conditions of the Contract;

TRI-MEGA's Witness  
 ROBERTO M. AMURAO  
 TRI-MEGA  
 DEPED's Witness  
 DR. NELIA V. BENITO, CESO IV  
 DEPED  
 ATTY. MICHAEL WESLEY T. POA  
 DEPED

- i. General and Special Conditions of the Contract;
- ii. Schedule of Requirements;
- iii. Technical Specifications; and
- iv. Bid Bulletin No. 1 dated September 26, 2023.

- c. **TRI-MEGA BUSINESS, INTERNATIONAL INC.**'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 BUSINESS, INTERNATIONAL INC.**'s conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **TRI-MEGA BUSINESS, INTERNATIONAL INC.** 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 BUSINESS, INTERNATIONAL INC.** 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 **TRI-MEGA BUSINESS, INTERNATIONAL INC.** is in default of any of its obligations under this Contract. **TRI-MEGA BUSINESS, INTERNATIONAL INC.** 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.

4. The services referred to in this Contract shall be rendered by **TRI-MEGA BUSINESS, INTERNATIONAL INC.** from **November 20, 2023 to December 11, 2023** from the **date of the receipt of the Notice to Proceed (NTP) or as may be indicated in NTP.** **TRI-MEGA** shall ensure that the required services will be rendered in accordance with the Section VI. Schedule of Requirements, which is hereto attached as Annex "B" and made an integral part hereof.

5. The services to be rendered 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 Technical Specifications as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on **TRI-MEGA BUSINESS, INTERNATIONAL INC.**'s submission, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

Any proposal by **TRI-MEGA BUSINESS, INTERNATIONAL INC.** to perform other services in lieu of those stated under the Technical Specifications shall be discretionary to **DEPED**, subject to the evaluation and favorable recommendation of the **DEPED**'s end-user or

  
 TRI-MEGA's Witness

  
**ROBERTO M. AMURAO**  
 TRI-MEGA

  
**Dr. NELIA V. BENITO, CEO IV**  
 DEPED, Witness

  
**ATTY. MICHAEL WESLEY T. POA**  
 DEPED

implementing unit, and the approval of the herein authorized signatory. In any such case, the proposal by **TRI-MEGA BUSINESS, INTERNATIONAL INC.** for substitution of goods and performance of services shall be made in writing and shall not incur additional cost or undue burden attributed to the 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. In case **TRI-MEGA BUSINESS, INTERNATIONAL INC.** encounters condition(s) impeding timely delivery of the goods and perform services, **TRI-MEGA BUSINESS, INTERNATIONAL INC.** 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 BUSINESS, INTERNATIONAL INC.** must provide sufficient proof to support any request for work suspension and/or contract period extension.
7. The Contract Price shall be paid to **TRI-MEGA BUSINESS, INTERNATIONAL INC.** in accordance with the following disbursement procedures:
  - a. **TRI-MEGA BUSINESS, INTERNATIONAL INC.** may submit a request for payment based on the following:
    - i. Value of actual services rendered based on the schedule of delivery and other relevant terms and conditions of the Contract; and
    - ii. Certification by **TRI-MEGA BUSINESS, INTERNATIONAL INC.**, duly signed and dated by the authorized representative of DEPED indicating that the services have been rendered 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.

  - b. Payment shall be made to **TRI-MEGA BUSINESS, INTERNATIONAL INC.** within sixty (60) 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 Contract Price shall be paid to **TRI-MEGA BUSINESS, INTERNATIONAL INC.** upon completion of printing, packaging, and labeling of Primers.
8. 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.

  
\_\_\_\_\_  
TRI-MEGA's Witness

  
ROBERTO M. AMURAO  
TRI-MEGA

  
\_\_\_\_\_  
Dr. NELIA V. BENITO-OSORIO  
DEPED's Witness  
Director

  
ATTY. MICHAEL WESLEY T. POA  
DEPED

Ownership, title, rights, and interest with respect to the contents of the **TRI-MEGA BUSINESS, INTERNATIONAL INC.**, including all resources, records, or materials used or obtained in the course of this Agreement shall vest exclusively with DEPED. **TRI-MEGA BUSINESS, INTERNATIONAL INC.** hereby irrevocably waives any claim thereto. **TRI-MEGA BUSINESS, INTERNATIONAL INC.** shall not, in any manner or for any purpose, use the contents of the **TRI-MEGA BUSINESS, INTERNATIONAL INC.** beyond what is expressly allowed for the purpose of accomplishing the terms under this Contract, unless express permission of DEPED in writing is obtained. 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.

9. 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 t percent (5%) of the Contract Price required under Section 62.1 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. Defective goods and/or non-compliant with the required technical specifications upon delivery shall be rejected in writing by DEPED, and promptly 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 BUSINESS, INTERNATIONAL INC.** opts for retention money, the amount shall only be released after the lapse of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee.
11. 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.

The Parties cannot reproduce, share, distribute data and information derived by reason of this Agreement, to any third party, both local and international, without the express approval of DEPED.

12. **TRI-MEGA BUSINESS, INTERNATIONAL INC.** 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

TRI-MEGA's Witness

ROBERTO M. AMURAO  
TRI-MEGA

DEBRA B. BENIGNO-CESO IV  
Director IV

ATTY. MICHAEL WESLEY T. POA  
DEPED

TRI-MEGA's Witness

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 BUSINESS, INTERNATIONAL INC.** 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.

**DEPED** accepts no liability for the damage of goods during transit. As such, risk and title to the goods will not be deemed to have passed to **DEPED** until its due receipt and acceptance at the final destination through its authorized receiving personnel.

**ROBERTO M. AMURAO**  
TRI-MEGA

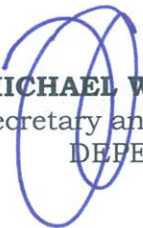
- 13. The Parties shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Agreement. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation. Should such dispute 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 courts jurisdiction.


**Dr. NELLA V. BENITO-CESON**  
DEPED's Witness  
Director

**ATTY. MICHAEL WESLEY T. POA**  
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.

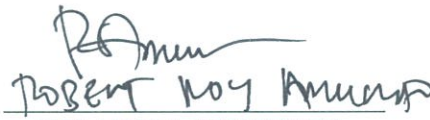
*SIGNED, SEALED AND DELIVERED BY:*

  
**ATTY. MICHAEL WESLEY T. POA**  
Undersecretary and Chief of Staff  
DEFED

  
**ROBERTO M. AMURAO**  
Authorized Representative  
TRI-MEGA BUSINESS  
INTERNATIONAL, INC.

*SIGNED IN THE PRESENCE OF:*

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

  
**ROBERT ROY AMURAO**  
TRI-MEGA BUSINESS  
INTERNATIONAL, INC.'s Witness

CERTIFIED FUNDS AVAILABLE: ₱3,452,700.-

  
**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 29 DEC 2023 2023 personally appeared:

**NAME**

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

**ROBERTO M. AMURAO**  
Authorized Representative  
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 eight (8) 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. 53;  
Page No. 12;  
Book No. D;  
Series of 2023.



**Jose Miguel A. Fernandez**  
Attorney's Roll No. 52523  
Unit 503 Taipan Place, F. Ortigas Jr. Road, Pasig City  
Notary Public for Pasig City  
Appointment No. 181 (2022-2023)  
IBP No. 905805 (01-27-23) RSM  
PTR No. 10173679 (01-24-23) 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  
\_\_\_\_ day of 29 DEC 2023 2023 personally appeared:

**NAME**

**GOVERNMENT ISSUED ID**

*(Number, Issued On, Issued By)*

**ATTY. MICHAEL WESLEY T. POA**  
Undersecretary and Chief of Staff  
DEPED

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

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

NOTARY PUBLIC

Doc. No. 54 ;  
Page No. 12 ;  
Book No. 1 ;  
Series of 2023.



**Jose Miguel A. Fernandez**  
Attorney's Roll No. 52523  
Unit 503 Taipan Place, F. Ortigas Jr. Road, Pasig City  
Notary Public for Pasig City  
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