



Republic of Philippines
DEPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City
 Trunk Line (02) 632-13-61, 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-C116

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

THIS CONTRACT is made and entered into this FEB 24 2026 day of 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-

TRI-MEGA BUSINESS INTERNATIONAL, INC., a company duly organized and existing under the laws of the Philippines, with principal office at 85 Agno Extension, Quezon City, represented herein by its Authorized Representative, **ROBERTO M. AMURAO**, by virtue of Omnibus Sworn Statement dated January 13, 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. 1** for the procurement in the total amount of **PHILIPPINE PESOS FOURTEEN MILLION, EIGHT HUNDRED NINETY-TWO THOUSAND AND 00/100 (PhP14,892,000.00)**, hereinafter referred to as the "Contract Price," detailed as follows;

Lot No.	Description	Quantities	Contract Price (PhP)
1	I. Printing, Inserting, and Packing period of Non-Classified Materials (NCMs) II. Delivery of the	108,000	14,892,000.00

DR. CARMELA C. ORACION
 DEPED
 DR. KEVIN CARL P. SANTOS
 DEPED'S WITNESS
 ROBERTO M. AMURAO
 SUPPLIER
 No. Amurao
 SUPPLIER'S WITNESS

AEC - JTD - JRY - SEA



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	(NCMs) to the warehouse/plant of LOT 2 (3 CDs)		
	III. Printing, Stitching, Numbering, Labeling, Packaging period of Test Booklets (TBs):	75,000	
	• Elementary (Green)	300,000	
	• Junior High School (Red)		
	IV. Warehousing		

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;
 - iv. Bid Data Sheet;
 - v. General and Special Conditions of Contract;
 - vi. Schedule of Requirements;
 - vii. Technical Specifications;
 - viii. Bid Bulletin No. 1 dated January 12, 2026
 - ix. Other contract documents that may be required by existing laws and/or **DEPED**.
 - b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Performance Security;
 - d. Notice of Award of Contract and the Bidder's Conforme thereto dated February 16, 2026; and

Agamando
 No. Remedora Amurao
 SUPPLIER'S WITNESS
 ROBERTO M. AMURAO
 SUPPLIER
 Santos
 DR. KEVIN CARL P. SANTOS
 DEPED'S WITNESS
 Oracion
 DR. CARMELA C. ORACION
 DEPED

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e. Other contract documents that may be required by existing laws and/or **DEPED** in the PBD, such as but not limited to the Notice to Proceed, Variation Order, and Warranty Security.




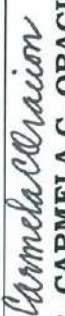
3. In consideration of the Contract Price, the **SUPPLIER** agrees to deliver and perform the items and related services for the Procurement of Test Materials for the 2025 Accreditation & Equivalency Test (A&E) described herein, in accordance with the terms and conditions specified in the Contract and its annexed documents.

Lot No.	Milestone	Description	Quantities (Copies)	Delivery Period
1	1	I. Printing, Inserting, and Packing period of Non-Classified Materials (NCMs)	108,000	4 calendar days from the receipt of the Notice to Proceed (NTP) by the successful bidder.
		II. Delivery of the (NCMs) to the warehouse/plant of LOT 2		3 calendar days after Milestone 1 I.
	2	III. Printing, Stitching, Numbering, Labeling, Packaging period of Test Booklets (TBs): •Elementary (Green) •Junior High School (Red)	75,000	17 calendar days after Milestone 1
		IV. Warehousing	300,000	3 months of exclusive warehousing in the identified warehouse shall commence five (5) days after test administration

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


 Agnina
 MA. PHADORA AMURAO
 SUPPLIER'S WITNESS

 ROBERTO M. AMURAO
 SUPPLIER

 DR. KEVIN CARL P. SANTOS
 DEPED'S WITNESS

 DR. CARMELA C. ORACION
 DEPED

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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.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided, including additional requirements, if any, specified below, and in any subsequent instructions ordered by DepEd:





For Lot No. 1 -

- i. 30 A&E test booklets per sealed plastic (gauge 3) with label/batch slip containing the region, division, testing center, and serial numbers of TBs
- ii. Sealed plastics containing TBs must be placed inside a box (double wall, 350 lbs) with a label on four sides covered with plastic (palette stretch film, at least 3 layers) and plastic twine straps,
- iii. Plastic bags with 30 test booklets must be sealed using clear tape with DepEd - BEA imprint, boxes must be sealed using packing tapes with DepEd - BEA imprint.
- iv. Buffer must be packed by 5 TBs per sealed plastic to be placed in a separate box per Division Office.

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.

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


 Ma. Theodora Amurao
 SUPPLIER'S WITNESS

 ROBERTO M. AMURAO
 SUPPLIER

 DR. KEVIN CARL P. SANTOS
 DEPED'S WITNESS

 DR. CARMELA C. ORACION
 DEPED

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[Signature]
 MA. ABIGAILA AMURAO
 SUPPLIER'S WITNESS

[Signature]
 ROBERTO M. AMURAO
 SUPPLIER

[Signature]
 DR. KEVIN CARL P. SANTOS
 DEPED'S WITNESS

[Signature]
 DR. CARMELA C. ORACION
 DEPED

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 **TRI-MEGA BUSINESS INTERNATIONAL, 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 **TRI-MEGA BUSINESS INTERNATIONAL, INC.** cannot perform yet the activity/obligation in relation to BEA's written notification and without fault/delay on the part of **TRI-MEGA BUSINESS INTERNATIONAL, 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. 1 - 100% payment upon completion of printing, packaging, labeling, inspection, delivery and acceptance of test booklets and non-classified materials and test administration.

(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).

Payments for Lot No. 1 shall be subject to the Warranty provision in the form of retention money in an amount equivalent to five percent (5%) of every progress

[Signatures]
 AEO - JTD - JAY - SDA



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payment of the Contract Price as provided under Section 90.1 of R.A. 12009 and its IRR.

Release of retention money shall be at the expiration of the warranty period, or the remaining amount in case it has been utilized pursuant to the warranty provision.

A three (3)-month comprehensive and onsite warranty for the Goods will be applied. The said warranty period shall reckon from the date of issuance of the Certificate of Final Acceptance by the DepEd that the delivered Goods have been duly inspected and accepted (i.e., final acceptance). The obligation for the warranty shall be covered by retention money in an amount equivalent to five percent (5%) of the payment.

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.

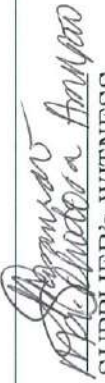

Upon request for 100% payment, a retention money or special bank guarantee amounting to five percent (5%) of the Contract Price shall cover the following:

Lot No. 1 – three (3)-month warehousing of test booklets

The Special Bank Guarantee shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition, or alteration affects any material information, or feature of the document.

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.

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.

 SUPPLIER'S WITNESS
 **ROBERTO M. AMURAO** SUPPLIER
 **DR. KEVIN CARL P. SANTOS** DEPED'S WITNESS
 **DR. CARMELA C. ORACION** DEPED

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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.

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**:

[Signature]
ROBERTO M. AMURAO
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]
Ms. Rhodora Amurao
Witness- Supplier

CERTIFIED FUNDS AVAILABLE: PhP14,892,000.00

[Signature]
WILMOR ECALNIR
Accountant IV
OIC, Chief Accountant

[Handwritten initials]
AJO - JJD - JBY - SDA



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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 _____, this FEB 24 2026, 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
ROBERTO M. AMURAO Authorized Representative TRI-MEGA BUSINESS INTERNATIONAL, INC.	Passport	PA 615129C, July 4, 2023, valid until July 5, 2033, PPA NCR Northeast

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

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NOTARY PUBLIC
 CHRISTOPHER C. SANDICO
 Appointment No. 14 (2025-2026) Renewal
 Notary Public for Pasig City and Pateros
 27 Duhat St., Valle Verde I, Pasig City
 Roll No. 50321 IBP No. 5326 (Lifetime) Rizal
 PTR No. 3040543 1/7/2025 Pasig City
 MGLE Compliance No. VIII-0015622 4/14/2025

Y a JTD - JULY - SLA

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