



Republic of the Philippines
Department of Education
REGION IV-A CALABARZON



CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract is entered into this JUN 28 2023 day of Comintigu, by and between :

DEPARTMENT OF EDUCATION REGIONAL OFFICE IV-A CALABARZON, a component field office of the government entity known as the Department of Education organized under existing Philippine laws with office address at Gate 2, Karangalan Village, Cainta, Rizal and herein represented by its Regional Director, **ATTY. ALBERTO T. ESCOBARTE**. It shall be referred in this agreement as the **PROCURING ENTITY**.

-and-

RALCO COMMERCIAL TRADING, an entity duly organized and existing under the Philippine laws, represented herein by its authorize representative, **JESSICA D. SALITA**, with office address at 801 Par Court Golfer's Villas Matandang Balara, Quezon City, herein after referred to as the **SUPPLIER**.

WHEREAS, on May 26, 2023, the **Procuring Entity** has advertised its procurement activity for the **DELEGATION UNIFORMS OF REGION IV-A CALABARZON TO THE 2023 PALARONG PAMBANSA**.

WHEREAS, the Approved Budget for the Contract (ABC) is **FOUR MILLION TWO HUNDRED SEVENTY-FOUR THOUSAND TWO HUNDRED PESOS ONLY (Php4,274,200.00)**;

WHEREAS, the pre-procurement conference was conducted on May 25, 2023, 10:00 am at the Bulwagan ng Karangalan, DepEd Region 4A;

WHEREAS, the notice for pre-bid and bid opening was sent to the members of BAC and TWG, while the invitation for the pre-bid and bid opening was also sent to Gladdie Mallari, President of Philippine Chamber of Commerce and Industry - Rizal, Carlos R. Garcia, State Auditor, and Merly P. Bona, GPTA Federation President as observers;

WHEREAS, the Invitation to Bid was posted in the Philippine Government Electronic Procurement System (PhilGEPS) on May 27, 2023, Office Website and conspicuous bulletin board in the premises of this Office on May 26, 2023;

WHEREAS, the pre-bid conference was conducted on June 6, 2023, 10:00am at the Bulwagan ng Karangalan, DepEd Region IVA. On the same date, the Bid Bulletin No. 3, s. 2023 was posted at the office website, bulletin board and PhilGEPS;



Address: Gate 2, Karangalan Village, Cainta, Rizal
Telephone Nos.: 02-8682-2114
Email Address: region4a@deped.gov.ph
Website: depedcalabarzon.ph



Certificate No. PHP QMS
22 93 0085

WHEREAS, Bid Opening was conducted on June 19, 2023, 10:00 am at the Bulwagan ng Karangalan, DepEd Region IV-A;

WHEREAS, only one (1) bidder submitted its sealed bid at the Regional Office.

WHEREAS, using the checklist of required documents and taking into account the non-discretionary "Pass or Fail Criterion", the BAC found that the lone bidder, **RALCO COMMERCIAL TRADING** was eligible for being compliant with the required documents. Thus, **RALCO COMMERCIAL TRADING** was rated as "Passed";

WHEREAS, per abstract of Bids, the lone bidder, **RALCO COMMERCIAL TRADING** has the Single Calculated Bid with a total amount of **THREE MILLION NINE HUNDRED SEVENTY-FIVE THOUSAND SIX PESOS ONLY (Php3,975,006.00)**;

WHEREAS, on June 20, 2023, post qualification was conducted on RALCO Commercial Trading being the lone bidder;

WHEREAS, a careful examination, validation and verification of all the submitted legal, technical and financial requirements was conducted during the post qualification and supplier's requirements were verified;

WHEREAS, on June 21, 2023, the Bids and Awards Committee of DepEd Region IV-A CALABARZON recommended to the head of the procuring entity the award to **Supplier** for the Delegation Uniforms of Region IV-A CALABARZON to the 2023 Palarong Pambansa;

WHEREAS, the Entity invited Bids for certain good and ancillary services, viz., Procurement of *Delegation Uniforms Of Region Iv-A Calabarzon To The 2023 Palarong Pambansa* and has accepted a bid by the **Supplier** of those goods and services in the sum of **THREE MILLION NINE HUNDRED SEVENTY-FIVE THOUSAND SIX PESOS ONLY (Php3,975,006.00)** (hereinafter called the "Contract Price").

NOW, THEREFORE, for and in consideration of the premises, the parties hereby agree as follows:

SECTION 1 Use of words

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

SECTION 2 Documents deemed part

The following documents shall be attached, deemed to form, and be read and construed as integral part of this Contract, to wit:

- (a) Supplies Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidders response to request to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- (b) Schedule of Requirements;
- (c) Technical Specifications;
- (d) General Conditions of Contract;
- (e) Special Conditions of Contract;
- (f) Performance Bond;

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- (g) Notice of Award of Contract and the Bidder's conforme thereto;
- (h) Invitation to Bid;
- (i) Instructions to Bidders;
- (j) Bid Data Sheet;
- (k) Addenda and/or Supplemental/Bid Bulletins, if any;
- (l) Eligibility requirements, documents and/or statements;
- (m) Other contract documents that may be required by existing laws and/or the Entity.

SECTION 3 Supplement to the Supplier's Obligation

In addition to the **Supplier's** Obligations mentioned and stated in the Special Condition of the Contract, Schedule of Requirements and all other documents mentioned in Section 2 of this Contract, **Supplier** shall also:

- a. Deliver the following:

Quantity	Unit	Item/s
1,030	pieces	Jacket
710	Pieces	Jogging Pants
1,070	Pieces	Caps
430	Pieces	T-shirts with collar
838	Pieces	Playing Shirts
318	Pieces	Sleeveless-Playing shirts
96	Pieces	Softball/Baseball Knickers
1,060	Pieces	Shorts
715	Pieces	Utility Bag
710	pairs	Parade Shoes
710	Pairs	Socks
1,030	pieces	Umbrella
32	pairs	Sensor socks

in accordance with the design and specification indicated in page 32 of the Philippine Bidding Documents;

- b. Make deliveries, in whole on/or before July 24, 2023 or partial deliveries every Friday after the signing of the contract until full delivery on July 24, 2023;
- c. Comply to the lawful order of the **Procuring Entity** or his representative especially when the **Supplier** is made to answer in writing his failure to accomplish work in accordance to its schedule of delivery;
- d. Submit an accomplishment report when required by the **Procuring Entity** as part of its monitoring and evaluation; and
- e. To execute and complete the project and remedy any defects therein in conformity with Item 5 of the General Conditions of the contract and 2016 Revised IRR of RA 9184.

SECTION 4 Obligations of the Procuring Entity

The Procuring Entity hereby undertake to pay the **Supplier** in consideration of the execution and completion of the Works and the remedying of defects therein, the amount of **THREE MILLION NINE**

HUNDRED SEVENTY-FIVE PESOS ONLY (Php3,975,006.00). In case of partial performance, the Procuring Entity shall pay the **Supplier** in proportion to the accomplishment subject to the imposition of liquidating damages.

SECTION 5
Monitoring and Validation of the Work
Progress/Accomplishment

The Procuring Entity or his representative shall monitor the progress of the project. In every Friday from the commencement of the project or from the last monitoring, the Procuring Entity or his representative shall follow-up partial delivery until all items are delivered on July 24, 2023.

In case the project was not satisfied until July 24, 2023, the Procuring Entity or his representative shall make the **Supplier** explain in writing. Also, the Procuring Entity may opt to avail of legal remedies available in Annex "I" of the 2016 Revised IRR of RA 9184 and applicable laws, rules and regulations to make it sure that the interest of the government is protected.

SECTION 6
Capacity and Authorization

Each of the parties to this Agreement hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this Agreement and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is a party or by which it is bound and that this Agreement constitutes a valid and binding obligation of it enforceable in accordance with its terms.

SECTION 7
Term of Contract

Any party may terminate this Contract based on the grounds provided and after compliance with Annex "I" of the 2016 Implementing Rules and Regulations of Republic Act 9184.

SECTION 8
Venue of Actions

The parties shall make every effort to resolve amicably and by mutual consultation any or all disputes or differences arising between the Parties in connection with the implementation of this contract. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

SECTION 9
Attestation

The **Supplier** hereby warrants and attests that the signatory in this contract is duly authorized by its Board and/or its Management to sign for and its behalf.





IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of JUN 28 2023 at QUEZON CITY, Philippines.

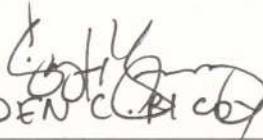
Department of Education
Region IV-A CALABARZON

RALCO COMMERCIAL
TRADING


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director 


JESSICA D. SALITA
Authorized Representative

SIGNED IN THE PRESENCE OF:


GERALDINE C. ALCOZER

ANN GERALYN T. PELIAS
Chief Administrative Office
Administrative Services Division

Republic of the Philippines
QUEZON CITY S.S.

ACKNOWLEDGMENT

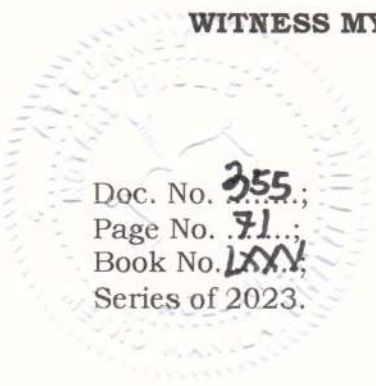
BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this JUN 28 2023, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DRIVERS LICENSE NO.</u>	<u>Mar. 1, 2032</u>
<u>Jessica D. Salita</u>	<u>C10-18-003993</u>	

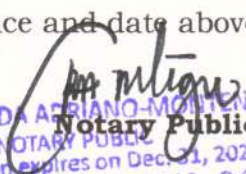
who are known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and voluntary act and deed.

This instrument, consisting of five (5) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page hereof by the concerned parties and their witnesses, and sealed with my notarial seal.

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



Doc. No. 355;
Page No. 71;
Book No. LXXV;
Series of 2023.


ATTY. ROSALINDA A. ARIANO-MONTENEGRO
Notary Public
NOTARY PUBLIC
Commission Expires on Dec. 31, 2023
PTR No. 4028249-01/03/2023 - Q.C.
IBP No. 263982 - 01/03/2023 - Q.C.
Roll No. 68465
MCLE Comp. No. VII-0021672 - 04/14/2025