



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



CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract is entered is entered into this 112223 day of \_\_\_\_\_, 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-

**GOLDILUCKS STEEL MANUFACTURING CORP.**, an entity duly organized and existing under the Philippine laws, represented herein by its president, **IVAN N. TE**, with office address at Lot 8, Blk 6, Angeles St., Marilao, Bulacan, herein after referred to as the **SUPPLIER**.

**WHEREAS**, on September 27, 2023, the **Procuring Entity** has advertised its procurement activity for the **SUPPLY AND DOOR TO DOOR DELIVERY OF SCHOOL FURNITURE FOR ELEMENTARY, JUNIOR AND SENIOR HIGH SCHOOLS UNDER THE BASIC EDUCATIONAL FACILITIES FUND (BEFF) SCHOOL FURNITURE PROGRAM CY 2022 (ROIVA-23-04)**.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **THIRTY-EIGHT MILLION ONE HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED PESOS ONLY (PhP38,152,800.00)**;

**WHEREAS**, the pre-procurement conference was conducted on September 25, 2023, 9:00 AM at the Bulwagan ng Karangalan, DepEd Region 4A;

**WHEREAS**, the notice for pre-bid, bid opening, bid evaluation and post-qualification was sent to the members of BAC and TWG, while the invitation for the pre-bid, bid opening, bid evaluation and post-qualification was also sent to Gladdie Mallari, President of Philippine Chamber of Commerce and Industry - Rizal, Office of Transparency and Accountability Network-Quezon City, Maria Angelica H. Santiago, State Auditor III, and Merly P. Bona, GPTA Federation President as observers;

**WHEREAS**, the pre-bid conference was conducted on October 6, 2023, 9:00 AM at the Bulwagan ng Karangalan, DepEd Region IVA. On the same date, the Bid Bulletin No. 5, s. 2023 was posted at the office website, bulletin board and PhilGEPS;



Address: Gate 2, Karangalan Village, Cainta, Rizal  
Telephone No.: 02-8682-2114  
Email Address: region4a@deped.gov.ph  
Website: depedcalabarzon.ph





**WHEREAS**, the Invitation to Bid was posted in the Philippine Government Electronic Procurement System (PhilGEPS) on September 27, 2023, and at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on September 27, 2023;

**WHEREAS**, Bid Opening was conducted on October 18, 2023, 10:00 AM at the Bulwagan ng Karangalan of DepEd Region IV-A. Eight (8) prospective bidders have submitted their sealed bids. Bid evaluation was conducted on October 19, 2023, 10:00 AM at the Bulwagan ng Karangalan, DepEd Region IV-A;

**WHEREAS**, using the checklist of required documents and taking into account the non-discretionary “Pass or Fail Criterion”, the BAC found that all bidders have complied with specification and was rated “**PASSED**” except **BIGAY BUHAY MULTIPURPOSE COOPERATIVE (BBMC)** that was found ineligible because its non-compliant with the specifications issued by this Office;

**WHEREAS**, per Abstract of Bids, **GOLDILUCKS STEEL MANUFACTURING CORP.** has the Lowest Calculated Bid (LCB) with a total amount of **TWENTY-THREE MILLION FOUR HUNDRED SIXTY-SIX THOUSAND THREE HUNDRED PESOS ONLY (Php23,466,300.00)**, to wit:

NAME OF BIDDER	AMOUNT OF BID
Ma. Gracia Furniture & General Merchandise	Php38,017,056.00
Atlanta Industries Incorporated	Php36,310,922.40
G-Well General Merchandise & Metro Mobilia Corp. (JV)	Php32,048,352.00
Empresa Pristine Corp.	Php28,864,800.00
Hauwei Builders & Development Corp.	Php27,086,400.00
Asiaprime Commodities Corp. & Williemart (JV)	Php24,395,305.68
Goldilucks Steel Manufacturing Corp.	Php23,466,300.00
Bigay Buhay Multipurpose Cooperative (BBMC)	Non-complying

**WHEREAS**, on October 26, 2023, post qualification was conducted on **GOLDILUCKS STEEL MANUFACTURING CORP.** being the lowest 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 November 6, 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 **Supply and Door to Door Delivery of School Furniture for Elementary, Junior and Senior High Schools Under the Basic Educational Facilities Fund (BEFF) School Furniture Program Cy 2022 (ROIVA-23-04)**;

**WHEREAS**, the Entity invited Bids for certain good and anciliary services, viz., Procurement of *Supply and Door to Door Delivery of School Furniture for Elementary, Junior and Senior High Schools Under the Basic Educational Facilities Fund (BEFF) School Furniture Program Cy 2022 (ROIVA-23-04)* and has accepted a bid by the **Supplier** of those goods and services in the sum of **TWENTY-THREE MILLION FOUR HUNDRED SIXTY-SIX THOUSAND THREE HUNDRED PESOS ONLY (Php23,466,300.00)** (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 those respectively assigned in the Philippine Bidding Document.

**SECTION 2**  
**Documents deemed part**

All documents submitted by Supplier and all the documents released and issued by the Procuring Entity and its Bids and Awards Committee and Technical Working Group such as but not limited to:

- a) Invitation to Bid;
- b) Instructions to Bidders;
- c) Bid Data Sheet;
- d) General Conditions of Contract;
- e) Special Conditions of Contract;
- f) Technical Specifications;
- g) Notice of Award of Contract and the Bidder's conforme thereto;
- h) Schedule of Requirements;
- i) Performance Bond;
- j) 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;
- 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.

shall form part of this contract.

**SECTION 3**  
**Supplement to the Supplier's Obligation**

In addition to the **Supplier's** Obligations mentioned and stated in Section VI (Schedule of Requirements) of the Philippine Bidding Documents and all other documents mentioned in Section 2 of this Contract, **Supplier** shall also:

- a. Deliver the following:

Quantity	Unit	Description
7,830	set	Elem. Individual Learners Tables & Chair Set
3,626	set	JHS Individual Learners Table & Chair Set
400	set	SHS Individual Learners Table & Chair Set
264	set	Teachers Table & Chair Set

in accordance with the design and specification indicated in **ANNEX "B"** and **ANNEX "C"** of the Philippine Bidding Documents;

- b. Goods shall be delivered and inspected at the public schools identified in the Allocation List in **ANNEX "A"** of the Philippine Bidding Documents on/or before the lapse of the 90 calendar days counting from the 3rd day from receipt of the Notice to Proceed.

Staggered delivery of the tables and chairs is allowed provided that all the items identified in Item a must be delivered on or before the 90<sup>th</sup> day counting from the 3<sup>rd</sup> day of receipt of the Notice to Proceed.

- 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 the supply and delivery in accordance with this contract;
- d. Submit an accomplishment report when required by the **Procuring Entity** as part of its monitoring and evaluation; and
- e. Execute and complete the supply and delivery 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 supply and delivery and the remedying of defects therein, the amount of **TWENTY-THREE MILLION FOUR HUNDRED SIXTY-SIX THOUSAND THREE HUNDRED PESOS ONLY (Php23,466,300.00)**. In case of partial performance, the **Procuring Entity** shall pay the **Supplier** the value of the tables and chairs delivered subject to the imposition of liquidating damages.

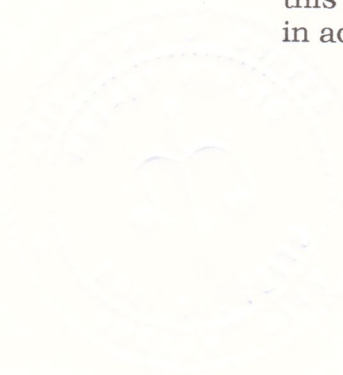
#### **SECTION 5** **Monitoring and Validation of the Work** **Progress/Accomplishment**

The **Procuring Entity** or its representative shall monitor the progress of the delivery. In every Friday beginning the commencement of the supply and delivery or from the last monitoring, the **Procuring Entity** or his representative may follow-up the progress of the delivery until all chairs and tables are delivered within the contract period.

In case the supply and delivery has not been fully satisfied until the last day of the contract time, the **Procuring Entity** or his representative shall make the **Supplier** explain in writing and the **Procuring Entity** may opt to avail of legal remedies provided 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 contract hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this contract 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 contract constitutes a valid and binding obligation of it enforceable in accordance with its terms.





SECTION 7  
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.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of 12223 at QUEZON CITY, Philippines.

Department of Education  
Region IV-A CALABARZON

ATTY. ALBERTO T. ESCOBARTE, CESO II  
Regional Director

Goldilucks Steel  
Manufacturing Corp.

IVAN N. TE  
President

SIGNED IN THE PRESENCE OF:

ANN GERALYN T. PELIAS  
Chief Administrative Office  
Administrative Services Division  
Deped Region IV-A CALABARZON

Republic of the Philippines  
QUEZON CITY S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this 112223, personally appeared:

Name	Identification No.	Expiration Date
Atty. Alberto T. Escobarte		
Ivan N. Te		

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. 1789;  
Page No. 118;  
Book No. X11...;  
Series of 2023.

ATTY. RYAN C. CORTEZ  
Notary Public Quezon City  
Until December 31, 2023  
PTR NO. 2564877, 01/27/2023, Quezon City  
IBP No. 178355; 02-15-2023  
Roll No. 72112 MCLE Compliance No. VI-0036668  
Adm No. NP-071 (2022-2023)