

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 **DEC 28 2023** 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 submission and opening of bids was held on October 18, 2023, 10:00am at Bulwagan ng Karangalan, DepEd Region IV-A CALABARZON;

WHEREAS, the contract was awarded to **GOLDILUCKS STEEL MANUFACTURING CORP.**;

WHEREAS, SUB-ARO No. OSEC-4A-23-4582, has a saving in the amount of **FOURTEEN MILLION SIX HUNDRED EIGHTY-SIX THOUSAND FIVE HUNDRED PESOS (PhP 14,686,500.00)** for the Procurement of Individual Learner Table & Chair Set, Teachers Table & Chair Set (ES, JHS, SHS);

WHEREAS, the end-user requested for the repeat order for the above activity;

WHEREAS, in reference to the provision of the 2016 Revised Implementing Rules and Regulations (R-IRR) of the Republic Act (RA) No. 9184, otherwise known as the Government Procurement Reform Act, the BAC agreed to use Alternative Method of Procurement, as stated below:



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



Certificate No. PHP QMS
22 93 0085

Section 51. Repeat Order, when provided for in the APP, is a method of procurement of Goods from the previous winning bidder, whenever there is a need to replenish goods procured under a contract previously awarded through Competitive Bidding. Repeat orders shall likewise be subject to the following conditions:

- a. Unit prices of the repeat order must be the same as or lower than those in the original contract: Provided, that such prices are still the most advantageous to the GOP after price verification;
- b. The repeat order will not result in splitting of contracts, requisitions, or purchase orders, as provided for in Section 54.1 of the IRR;
- c. Except in cases duly approved by the GPPB, the repeat order shall be availed of only within six (6) months from the date of the Notice to Proceed arising from the original contract: Provided, that there has been a partial delivery, inspection and acceptance of the goods within the same 6-month period; and
- d. Repeat orders shall not exceed twenty-five (25%) of the quantity of each item in the original contract. In order not to exceed the 25% threshold, the goods under the original contract must be: (i) Quantifiable; (ii) Divisible; and (iii) Consisting of at least four (4) units per item.

WHEREAS, after thorough review of R.A. 9184 and its revised IRR, majority of the BAC agreed that the 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 is through Repeat Order;

WHEREAS, upon careful examination, validation and verification of the prevailing market price of the goods to be reordered and justification for re-ordering from the end-user has been found responsive due to the following:

- a. The original contract has been found procured through competitive bidding;
- b. Unit prices are the same as the original contract and still the most advantageous to the government after price verification;
- c. The repeat order will not result in the splitting of contracts, requisitions of purchase orders, as provided for in Section 54.1 of the 2016 R-IRR; and
- d. The repeat order is within the six (6) months period from the date of the Notice to Proceed arising from the original contract and that the repeat order does not exceed the twenty-five (25%) quantity of each item in the original contract as shown in the table below:

Quantity indicated in the Original Contract No. Legal-CO01-2023-339

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

Quantity of the Repeat Order

Quantity	Unit	Description
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1,957	set	Elem. Individual Learners Tables & Chair Set
906	set	JHS Individual Learners Table & Chair Set
100	set	SHS Individual Learners Table & Chair Set
66	set	Teachers Table & Chair Set

- e. The repeat order is anchored on DepEd Order No. 18, s. 2023 or the Revised Multi-Year Guidelines on the Allocation, Receipt, Utilization, Monitoring, and Reporting of the Basic Education Facilities Funds (BEFF) providing that the utilization savings shall be utilized for construction and/repair of projects or the provision of school furniture and upgrading of school electrification system in the same school or in other schools with Schools with remaining requirements for the construction, completion, replacement or repair of facilities including the provision of school furniture and upgrading of electrification system based on the analysis of the National School Building Inventory System (NBSI), as the 1st Priority;

WHEREAS, the items specified on the table below are requested by the end-user and hereby awarded to **GOLDILUCKS STEEL MANUFACTURING CORP.;**

Item No.	Description	Quantity Requested	Unit Cost	Amount
1	Elementary Individual Learner Table and Chair Set	1,957 Set	Php1,870.00	Php3,659,590.00
2	Junior High School Individual Learner Table and Chair Set	906 Set	Php1,900.00	Php1,721,400.00
3	Senior High School (SHS) Individual Learner Table and Chair Set	100 Set	Php1,900.00	Php190,000.00
4	Teacher’s Table and Chair Set	66 Set	Php4,450.00	Php293,700.00
TOTAL				Php5,864,690.00

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
1,957	set	Elem. Individual Learners Tables & Chair Set
906	set	JHS Individual Learners Table & Chair Set
100	set	SHS Individual Learners Table & Chair Set
66	set	Teachers Table & Chair Set

in accordance with the design and specification indicated in **ANNEX “B”** and **ANNEX “C”** of the Philippine Bidding Documents based on Contract No. Legal-CO01-2023-339 ;

- b. Goods shall be delivered and inspected at the public schools identified in the Allocation List as approved in the CY 2022-2023 Utilization of Savings-Batch 3 on/or before the lapse of the 60 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 60th day counting from the 3rd 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 **FIVE MILLION EIGHT HUNDRED SIXTY-FOUR THOUSAND SIX HUNDRED NINETY PESOS ONLY (PhP5,864,690.00)**. 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 **DEC 28 2023** of **QUEZON CITY** 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:

~~JOCELYN L. MARTIN~~
Administrative Office IV
Procurement Unit
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 DEC 28 2023, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	_____	_____
<u>Ivan N. Te</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.84;
Page No.18
Book No.111-D
Series of 2023.

ATTY. RIZAL JOSE F. VALMORES
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
ADM. MATTER NO. 153
PTR NO. 3864343D 01-03-2023 / Q.C.
IBP NO. 259614 / 12-19-2022 / Q.C.
ROLL NO. 28435
MCLE NO. VII-0030835
Add., Room 201 Margarita Bldg. No. 28
Matalino St. cor. Masikap Etc., Central Dist. Q.C.