



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\_\_ day of JAN 05 2024, 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 October 6, 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 2023 (ROIVA-23-05)**.

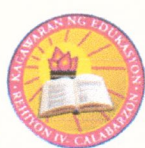
**WHEREAS**, the Approved Budget for the Contract (ABC) is **EIGHTY-ONE MILLION ONE HUNDRED SIXTY THOUSAND SIX HUNDRED PESOS ONLY (Php81,160,600.00)**;

**WHEREAS**, the pre-procurement conference was conducted on September 12, 2023, 1:00 PM 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 16, 2023, 1:00 PM at the Bulwagan ng Karangalan, DepEd Region IV-A. On October 17, 2023, the Bid Bulletin No. 7, s. 2023 was posted at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of this Office;

*(Handwritten signature)*



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



**WHEREAS**, the Invitation to Bid was posted in the Philippine Government Electronic Procurement System (PhilGEPS) on October 17, 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 the same date;

**WHEREAS**, in response to the Invitation to Bid, five (5) bidders submitted its sealed bid at the Regional Office,

**WHEREAS**, the Bid Opening was conducted on November 6, 2023, 10:00 AM at the Bulwagan ng Karangalan of DepEd Region IV-A. The Five (5) prospective bidders offered the following financial bids, as read;

	NAME OF BIDDER	TOTAL BID AMOUNT AS READ
1	HAUWEI BUILDERS & DEVELOPMENT CORP.	PHP 44,459,120.00
2	ASIAPRIME COMMODITIES CORP. & WILLIEMART (JV)	PHP 48,977,523.60
3	GOLDILUCKS STEEL MANUFACTURING CORP.	PHP 50,390,800.00
4	METRO MOBILIA CORPORATION	PHP 52,348,587.00
5	ATLANTA INDUSTRIES INC.	PHP 73,053,460.00

**WHEREAS**, on November 7, 2023, the Bids and Awards Committee (BAC) conducted a bid evaluation of the documents submitted. The results of the evaluation and deliberaeration showed that **HAUWEI BUILDERS & DEVELOPMENT CORP.** and **ASIAPRIME COMMODITIES CORP. & WILLIEMART (JV)** are ineligible bidders for their failure to comply with the requirements of this Office;

**WHEREAS**, on October 27, 2023, post qualification was conducted on **GOLDILUCKS STEEL MANUFACTURING CORP.** being the third (3rd) lowest bidder;

**WHEREAS**, upon careful examination, validation and verification of all the sumitted legal, technical and financial requirements submitted by **GOLDILUCKS STEEL MANUFACTURING CORP.** the same has been found to be responsive;

**WHEREAS**, per Abstract of Bids, **GOLDILUCKS STEEL MANUFACTURING CORP.** has the third (3rd) Lowest Calculated Bid (LCB) with a total amount of **FIFTY MILLION THREE HUNDRED NINETY THOUSAND EIGHT HUNDRED PESOS ONLY (PhP50,390,800.00)**, to wit:

**WHEREAS**, on December 22, 2023, the Bids and Awards Committee of DepEd Region IV-A CALABARZON recommended to the head of the procuring entity the award to the **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 2023 (ROIVA-23-05)**;

**WHEREAS**, the Entity invited Bids for certain goods 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 2023 (ROIVA-23-05)* and has accepted a bid by the **Supplier** of those goods and services in the sum of **FIFTY MILLION THREE HUNDRED NINETY THOUSAND EIGHT HUNDRED PESOS ONLY (PhP50,390,800.00)** (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
15,030	set	Elem. Individual Learners Tables & Chair Set
9,630	set	JHS Individual Learners Table & Chair Set
560	set	SHS Individual Learners Table & Chair Set
562	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 120<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 **FIFTY MILLION THREE HUNDRED NINETY THOUSAND EIGHT HUNDRED PESOS ONLY (Php50,390,800.00)**. 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