



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



Legal-CO01-2024-210

AMENDMENTS
(to the Contract of Service dated June 5, 2024)

KNOW ALL MEN BY THESE PRESENTS:

This contract is entered is entered into this__ 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-

BICOL GARMENTS AND GENERAL MERCHANDISE, an entity duly organized and existing under the Philippine laws, represented herein by its Manager, **EMMANUEL I. REVEZ**, with office address at J. Lukban Extension, Daet, Camarines Norte, herein after referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, on June 5, 2024, the **Procuring Entity** entered into contract with the **Supplier** for the **Procurement of Uniforms for the participation of DepEd Region IV-A Calabarzon in the 2024 Palarong Pambansa**.

WHEREAS in the contract, Supplier was required to deliver the following:

Quantity	Item Description	Specifications
1,159 pcs	Jacket (all Regions IV-A Delegates, LGUs & others)	Fabric: Neoframe Varsity Jacket
800 pcs	Jogging Pants (athletes, coaches, asst. coaches, chaperones)	Fabric: Neoframe
1,000 pcs	Caps (all Region IV-A Delegates, LGUs, NSAC)	Fabric: Cotton
459 pcs	Polo-shirt with collar (Delegation Officials, coaches, chaperones, working committee)	Fabric: Polydex (200 gsm) (sublimation)
878 pcs	Playing Shirts (all athletes except basketball, boxing and athletics) 2 pcs	Fabric: Polydex (200 gsm) (sublimation)

440 pcs	Sleeveless-Playing shirts (basketball, boxing and athletics – 2 pcs. each)	Fabric: Polydex (200 gsm) (sublimation)
96 pcs	Softball/Baseball Knickers (2 pcs. each)	Fabric: Cotton
1,310 pcs	Shorts (all athletes except baseball and softball) – 2pcs each	Fabric: Neoframe
800 pcs	Utility Bag (athletes, coaches, asst. coaches, chaperons, RD, ARD)	Fabric: Polycanvass
850 pairs	Parade shoes (athletes, coaches, asst. coaches, chaperones)	Color: white
800 pairs	Socks (athletes, coaches, asst. coaches, chaperones, RD, ARD, Parade Committee)	Color: white
20 pairs	Sensor socks	Sizes: 5 pairs – small 5 pairs – medium 5 pairs – large 5 pairs - XL

WHEREAS, during the review, it appears that the BAC issued Bid Bulletin No. 2 s. 2024 amending Item 2 of the Invitation to Bid specifically in the contract price and the items, quantity and specifications of the goods to be delivered. Such amendments was not reflected in the Contract dated June 5, 2024 of the parties;

WHEREAS, both parties intend to reflect the true intention of the parties;

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

SECTION 1. Item a of Section 3 of the Contract dated June 5, 2024 is hereby amended to read as follows:

a. Deliver the following:

Quantity	Item Description	Specifications
900 pcs	Jacket (all Regions IV-A Delegates, LGUs & others)	Fabric: Singleface Varsity Jacket
758 pcs	Jogging Pants (athletes, coaches, asst. coaches, chaperones)	Fabric: Singleface
808 pcs	Caps (all Region IV-A Delegates, LGUs, NSAC)	Fabric: Cotton Twill
428 pcs	Polo-shirt with collar (Delegation Officials, coaches, chaperones, working committee)	Fabric: Polydex (200 gsm) (sublimation)
886 pcs	Playing Shirts (all athletes except basketball, boxing and athletics) 2 pcs	Fabric: Polydex (200 gsm) (sublimation)
402 pcs	Sleeveless-Playing shirts (basketball, boxing and athletics – 2 pcs. each)	Fabric: Polydex (200 gsm) (sublimation)

1,170 pcs	Shorts (all athletes except baseball and softball) – 2pcs each	Fabric: Singleface
760 pcs	Utility Bag (athletes, coaches, asst. coaches, chaperons, RD, ARD)	Fabric: Polycanvass
758 pairs	Parade shoes (athletes, coaches, asst. coaches, chaperones)	Color: white
770 pairs	Socks (athletes, coaches, asst. coaches, chaperones, RD, ARD, Parade Committee)	Color: white
20 pairs	Sensor/Sensing socks	Sizes: 5 pairs – small 5 pairs – medium 5 pairs – large 5 pairs - XL


SECTION 2. All other provisions in the Contract of Service dated June 5, 2024, not affected by the amendments are valid and binding between the parties.

SECTION 3. All rights and obligations which already accrued at the time of the execution of the Contract of Service dated June 5, 2024, shall not be affected by these amendments.

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


**Department of Education
Region IV-A CALABARZON**

**Bicol Garments and
General Merchandise**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


EMMANUEL I. REVEZ
Owner/Manager

SIGNED IN THE PRESENCE OF:


EDUARDA M. ZAPANTA
Chief EPS, ESSD
DepEd Region IV-A CALABARZON

Republic of the Philippines
_____ S.S.

ACKNOWLEDGMENT

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

Name	Identification No.	Expiration Date
Atty. Alberto T. Escobarte	_____	_____
Emmanuel I. Revez	_____	_____

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 4 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. ...³²⁴;
Page No. ...⁰⁸;
Book No.¹¹;
Series of 2024.


ATTY. NECTOR LEONARDO LAGANSON
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2024
 NOTARIAL COMMISSION No. 2022-26
 ATTORNEY REG. NO. 44650
 PTD NO. 5820884 - 01/02/24
 ISP NO. 302884 - 01/03/24
 MCLE NO. VII-0013504
 DAET, CAMARINES NORTE





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 JUN 05 2024 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-

BICOL GARMENTS AND GENERAL MERCHANDISE, an entity duly organized and existing under the Philippine laws, represented herein by its Manager, **EMMANUEL I. REVEZ**, with office address at J. Lukban Extension, Daet, Camarines Norte, herein after referred to as the **SUPPLIER**.

W I T N E S S E T H

WHEREAS, on April 26, 2024, the **Procuring Entity** has advertised its procurement activity for the **PROCUREMENT OF UNIFORMS FOR THE PARTICIPATION OF DEPED REGION IV-A CALABARZON IN THE 2024 PALARONG PAMBANSA**.

WHEREAS, the Approved Budget for the Contract (ABC) is **THREE MILLION NINE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED SIXTY PESOS ONLY (PHP3,981,160.00)**;

WHEREAS, the pre-procurement meeting was conducted on April 25, 2024, 9:00 am at the Regional Director's Conference Room, DepEd Region 4A;

WHEREAS, the notice for procurement activities was sent to the members of BAC and TWG, while the invitation for the procurement activities was also sent to Gladdie Mallari, President of Philippine Chamber of Commerce and Industry-Rizal Province, Maria Angelica H. Santiago, State Auditor III, Merly P. Bona, GPTA Federation President to the Transparency and Accountability Network and to the Philippine Chamber of Commerce and Industry as observers;

WHEREAS, the Invitation to Bid and Bid Document were posted in the Philippine Government Electronic Procurement System (PhilGEPS) on April 26, 2024, and at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on April 25, 2024;

WHEREAS, the pre-bid conference was conducted on May 6, 2024, 10:00 am at the Bulwagan ng Karangalan, DepEd Region 4A; On May 8, 2024, the Bid Bulletin No. 2, s. 2024 was posted at the office website, bulletin board and PhilGEPS;

WHEREAS, the bid opening and bid evaluation was conducted on May 20, 2024 at 10:00 am and 1:00 pm, respectively at the Bulwagan ng Karangalan, DepEd Region IV-A CALABARZON;

WHEREAS, in response to the Invitation to Bid for the above mentioned procurement, the BAC received two (2) sealed bids, offering the following financial bids, as read:

NAME OF BIDDER	AMOUNT OF BID AS READ	REMARKS
Bicol Garments and General Merchandise	PhP3,143,940.00	Complying
Nora Espinas Garments	PhP0.00	Non-Complying - No SLCC

WHEREAS, using the checklist of required documents and taking into account the non-discretionary "Pass or Fail Criterion", the BAC found that **NORA ESPINAS GARMENTS** has found to be non-responsive and/or non-compliant for failure to submit Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid within the relevant period as provided in the Bidding Documents;

WHEREAS, using the checklist of required documents and taking into account the non-discretionary "Pass or Fail Criterion", the BAC found that **BICOL GARMENTS AND GENERAL MERCHANDISE** have complied with specifications issued by this Office;

WHEREAS, per abstract of Bids, the lone bidder, **BICOL GARMENTS AND GENERAL MERCHANDISE** has the Single Calculated Bid with a total amount of **THREE MILLION ONE HUNDRED FORTY-THREE THOUSAND NINE HUNDRED FORTY PESOS ONLY (PhP3,143,940.00)**;

WHEREAS, on May 24, 2024, post qualification was conducted on Bicol Garments And General Merchandise being the Single Calculated Bid;

WHEREAS, a careful examination, validation and verification of all the eligibility, legal technical, and financial requirements submitted by **BICOL GARMENTS AND GENERAL MERCHANDISE** was conducted during the post qualification and the **Supplier's** requirements were verified and found to be responsive;

WHEREAS, on May 27, 2024, 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 Procurement of Uniforms for the participation of DepEd Region IV-A CALABARZON in the 2024 Palarong Pambansa;

WHEREAS, the Entity invited Bids for certain good and ancillary services, viz., Procurement of Uniforms for the participation of DepEd Region IV-A CALABARZON in the 2024 Palarong Pambansa and has accepted a bid by the **Supplier** of those goods and services in the sum of **THREE MILLION ONE HUNDRED FORTY-THREE THOUSAND NINE HUNDRED FORTY PESOS ONLY (PhP3,143,940.00)** (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;
- (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	Item Description	Specifications
1,159 pcs	Jacket (all Regions IV-A Delegates, LGUs & others)	Fabric: Neoframe Varsity Jacket
800 pcs	Jogging Pants (athletes, coaches, asst. coaches, chaperones)	Fabric: Neoframe
1,000 pcs	Caps (all Region IV-A Delegates, LGUs, NSAC)	Fabric: Cotton
459 pcs	Polo-shirt with collar (Delegation Officials, coaches, chaperones, working committee)	Fabric: Polydex (200 gsm) (sublimation)
878 pcs	Playing Shirts (all athletes except basketball, boxing and athletics) 2 pcs	Fabric: Polydex (200 gsm) (sublimation)
440 pcs	Sleeveless-Playing shirts (basketball, boxing and athletics)	Fabric: Polydex (200 gsm) (sublimation)

+50

+50

96 pcs	Softball/Baseball Knickers (2 pcs. each)	Fabric: Cotton
1,310 pcs	Shorts (all athletes except baseball and softball) – 2pcs each	Fabric: Neoframe
800 pcs	Utility Bag (athletes, coaches, asst. coaches, chaperons, RD, ARD)	Fabric: Polycanvass
850 pairs	Parade shoes (athletes, coaches, asst. coaches, chaperones)	Color: white
800 pairs	Socks (athletes, coaches, asst. coaches, chaperones, RD, ARD, Parade Committee)	Color: white
20 pairs	Sensor socks	Sizes: 5 pairs – small 5 pairs – medium 5 pairs – large 5 pairs - XL

in accordance with the design and specification indicated in page 32 to 36 of the Philippine Bidding Documents;

- b. The goods shall be delivered at Tejero Elementary School, M. J. Cuenco Avenue, Brgy. Tejero, Cebu City within 30 calendar days upon receipt of the Notice to Proceed.

Delivery can be made at the Regional Office on/or before June 25, 2024. Deliveries after June 25, 2024 shall be at Tejero Elementary School, M.J. Cuenco Avenue, Brgy. Tejero, Cebu City.

- 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 project and the remedying of defects therein, the amount of **THREE MILLION ONE HUNDRED FORTY-THREE THOUSAND NINE HUNDRED FORTY PESOS ONLY (Php3,143,940.00)**. 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 delivery. In case of delay, the Procuring Entity shall

or from the last monitoring, the Procuring Entity or his representative shall follow-up partial delivery until all items are delivered on July 1, 2024.

In case the project was not satisfied until July 1, 2024, 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 between the parties.

**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.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of 05 2024 at DAET, CAMARINES NORTE Philippines.

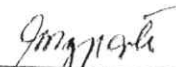
**Department of Education
Region IV-A CALABARZON**

**BICOL GARMENTS AND
GENERAL MERCHANDISE**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


EMMANUEL I. REVEZ
Owner/Manager

SIGNED IN THE PRESENCE OF:


EDUARDA M. ZAPANTA
Chief EPS, ESSD

Republic of the Philippines
DAET, CAMARINES NORTE S.S.

ACKNOWLEDGMENT

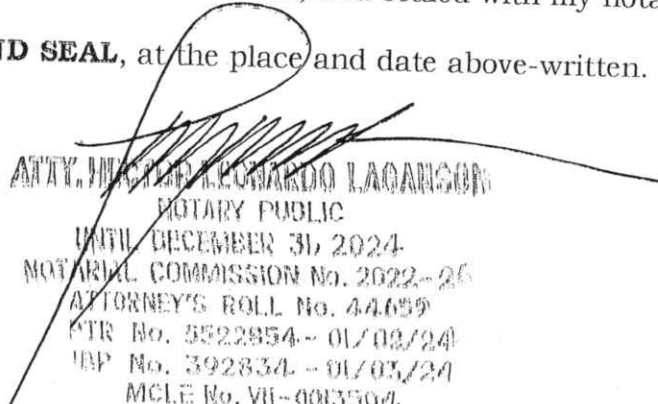
JUN 11 2024 **BEFORE ME**, a Notary Public for and in the City of DAET, CAMARINES NORTE, this
_____, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	_____	_____
<u>Emmanuel I. Revez</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 six (6) 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.


ATTY. JHONIEL LEONARDO LAONGSON
 NOTARY PUBLIC
 UNTIL DECEMBER 31 2024
 NOTARIAL COMMISSION No. 2022-26
 ATTORNEY'S ROLL No. 44659
 PTR No. 5522854 - 01/02/24
 UP No. 392834 - 01/03/24
 MCLE No. VII-003504
 DAET, CAMARINES NORTE

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Page No. 31;
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