



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 27 day of JAN 27 2025, 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-

PHILIPPINE RUN HUI TRADING CORP., an entity duly organized and existing under the Philippine laws, represented herein by its President/Authorized Representative, **RICHARD C. GONZALO**, with office address at No. 17 Lincoln Street, Del Monte, Quezon City, herein after referred to as the **SUPPLIER**.

WHEREAS, the Procuring Entity received the Sub-Allotment Release Order (SARO) with number OSEC-4A-24-3275 in the amount of Ten Million One Hundred Fifty Thousand Four Hundred Sixty-Nine Pesos Only (PhP10,150,469.04) for the Procurement of Supply and Delivery of Science and Mathematics Equipment (SME) Packages of Public Elementary, Junior and Senior High Schools;

WHEREAS, attached in the SARO is the Joint Memorandum entitled "Guidelines on the Utilization of the Directly Released Flexible Learning Options-Learning Resources (FLO-LR) Fund to the Regional Offices for the Fiscal Year (FY) 2023 and Request for Data on Activities Related to the Development and Production of Self-Learning Modules (SLMs)" mentioning that the Special Provision (SP) No. 28 of the General Appropriation Act (GAA) for the FY 2023 states that the PhP2.6 Billion appropriated under FLO-LR Funds "shall be used for the development and production of Self-Learning Modules (SLMs);

WHEREAS, on November 7, 2024, the Bids and Awards Committee (BAC), Technical Working Group (TWG), BAC Secretariat and End-user conducted a pre-procurement conference to discuss the said allotment and approved the bid documents for the procurement of Supply and Delivery of SME Packages;

WHEREAS, on November 13, 2024, the Procuring Entity has advertised its procurement activity for the procurement of **SUPPLY AND DELIVERY OF SCIENCE AND MATHEMATICS EQUIPMENT (SME) PACKAGES TO PUBLIC ELEMENTARY, JUNIOR AND SENIOR HIGH SCHOOLS WITH PROJECT IDENTIFICATION NUMBER**

ROIVA-24-12 in the Philgeps website, Office website, and in conspicuous bulletin board of the Office;

WHEREAS, the Approved Budget for the Contract (ABC) as indicated in the Philippine Bidding Documents is **TEN MILLION ONE HUNDRED FIFTY THOUSAND FOUR HUNDRED PESOS ONLY (PhP10,150,400.00)**;

WHEREAS, on November 22, 2024, Pre-bid Conference was conducted;

WHEREAS, Bid Bulletin No. 11, s. 2024 dated November 22, 2024 was issued;

WHEREAS, the bid submission and opening was conducted on December 6, 2024 at the Bulwagan ng Karangalan, DepEd Region IV-A CALABARZON, Cainta, Rizal;

WHEREAS, in response to the Invitation to Bid for the above mentioned procurement, the BAC received three (3) sealed bids, offering the following financial bids as read:

	NAME OF BIDDER	TOTAL BID AMOUNT AS READ	REMARKS
1	ANDSONS EDUCATIONAL RESOURCES INC.	PhP 4,137,993.00	COMPLYING
2	PHILIPPINE RUN HUI TRADING CORP.	PhP 2,162,024.00	COMPLYING
3	RALCO COMMERCIAL TRADING	PhP 8,149,126.60	COMPLYING

WHEREAS, using the checklist of required documents and taking into account the non-discretionary "Pass or Fail Criterion," the BAC found **PHILIPPINE RUN HUI TRADING CORP.** have complied with the specifications issued by this Office;

WHEREAS, upon Post-Qualification proceedings and careful examination, validation and verification of all the eligibility, legal, technical, and financial requirements submitted by **PHILIPPINE RUN HUI TRADING CORP.** as the Single Calculated Bid (SCB), the bid of **PHILIPPINE RUN HUI TRADING CORP.** has been found to be responsive;

WHEREAS, on January 13, 2025, the Bids and Awards Committee of the Procuring Entity recommended to the head of the procuring entity the award to the **Supplier** for the **SUPPLY AND DELIVERY OF SCIENCE AND MATHEMATICS EQUIPMENT (SME) PACKAGES TO PUBLIC ELEMENTARY, JUNIOR AND SENIOR HIGH SCHOOLS WITH PROJECT IDENTIFICATION NUMBER ROIVA-24-12** in the amount of **TWO MILLION ONE HUNDRED SIXTY-TWO THOUSAND TWENTY-FOUR PESOS ONLY (PhP2,162,024.00)**;

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) Schedule of Requirements;
- g) Technical Specifications;
- h) Bid Bulletins;
- i) Notice of Award of Contract and the Bidder's conforme thereto;
- j) Performance Security;
- k) Supplier's 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;
- l) Eligibility requirements, documents and/or statements;
- m) All other documents already submitted by the Supplier and to be required to be submitted after the perfection of this contract;

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 V (Special Conditions of the Contract) and Item b, Section VI (Schedule of Requirements) of the Philippine Bidding Documents and all other documents mentioned in Section 2 of this Contract, the **Supplier** shall also:

- a. Supply the following items/descriptions and quantity:

	TITLE/s	QUANTITY
1.	Beaker, Plastic 500 ml	10
2.	Beaker, Borosilicate, 500 ml	695
3.	Beaker, Borosilicate, 100 ml	330
4.	Beaker, Borosilicate, 1000 ml	400
5.	Cork Borers	30
6.	Dry Cell, 9 volts	8
7.	Flask Volumetric Borosilicate 250 ml	100
8.	Glass Cover Slips, 100's/ box	95
9.	Glass Slides, 72's/ box	100
10.	Nichrome wire. 0.4, 100 ft (1 spool per package = 1.1 oz minimum with spool)	60
11.	Musical Instrument (Miniature Guitar)	44

12.	pH Meter, hand-held	2,300
13.	Protractor, student-type	2,330
14.	Rubber Stopper #6 for Edlenmeyer Flask (narrow mouth) 250 ml, 1 hole	100
15.	Rubber Stopper #6 for Erlenmeyer Flask (narrow mouth) 250 ml, 2 holes	2,300
16.	Ruler, Plastic, 12 inches/30 cm	2,253
17.	Set of Tools: a. Ball Peen Hammer, handle length is 11", 350g approx. weight, 1 pc/set b. Long Nose Pliers, 6", 1 pair/set c. Mechanical Wire Cutter and Pliers, 6.5", 1 pair/set d. Precision Screwdrivers Set, 6 pcs/set, with plastic casing, 1 set/set e. Screwdriver, flat, 6", 1 pc/set f. Soldering, phillips, 6", 1pc/set g. Soldering Iron, 60 watts, 1 pc/set h. Soldering Lead, 01mm, Grade 60/40, Wt: 1b/spool, 1 spool/set i. Soldering Paste, 50 grams/can, 1 can/set j. Tweezers, stainless steel, with curved tips, 6.5" long, 1 pair/set	60
18.	Triangular File, fine, 6-inch long, with plastic handle	90
19.	Universal pH Paper, pH 0-14, 100 strips/pack	90

- b. Deliver these SME Packages and its corresponding quantity in the place identified in **Item b, Section VI** of the Philippine Bidding Documents. The delivery shall be done within 90 calendar days from the issuance of Notice to Proceed.

Staggered delivery of the SME Packages is allowed provided that all be delivered before the lapse of the 90 calendar days.

The time as well the protocols in the delivery as identified in the Special Conditions of the Contract and Schedule Requirements of the Philippine Bidding Documents shall be strictly complied by the **Supplier**.

- c. Comply to the lawful order of the **Procuring Entity** or its representative especially when the **Supplier** is made to answer in writing his failure to accomplish the supply and door to door 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. Remedy any defects in the SME Packages delivered in accordance with the conditions set forth in Item c, Section VI of the Philippine Bidding Documents.

SECTION 4 **Obligations of the Procuring Entity**

The **Procuring Entity** hereby undertake to pay the **Supplier**, in consideration of the faithful and full performance of the **Supplier's** obligations, the amount of **TWO MILLION ONE HUNDRED SIXTY-TWO**

THOUSAND TWENTY-FOUR PESOS ONLY (PhP2,162,024.00). The terms of payment shall be in accordance with Item 2.2 of the Special Conditions of the Contract.

In case of partial or staggered delivery of the goods procured, the **Supplier** shall be paid the amount corresponding to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations and subject to the imposition of liquidating damages for goods delivered after the contract period.

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

The **Procuring Entity** or its representative shall monitor the progress of the delivery. 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 the SME Packages 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 **Settlement of Dispute**

If any dispute of difference of any kind whatsoever shall arise between the parties in connection with the implementation of this contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all dispute arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004." By mutual agreement, the parties agree in writing to resort to other alternative modes of dispute resolution.

SECTION 7 **Capacity and Authorization**

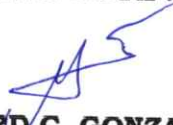
Each of the parties to this contract hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this contract and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of JAN 27 2025, Philippines.

Department of Education
Region IV-A CALABARZON

PHILIPPINE RUN HUI
TRADING CORP.


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


RICHARD C. GONZALO
President/Authorized
Representative

SIGNED IN THE PRESENCE OF:

VIERNALYN M. NAMA
Chief Education Supervisor, CLMD
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 JAN 27 2025, personally appeared:


Name	Identification No.	Date and place of issued
<u>Atty. Alberto T. Escobarte</u>	DepEd Employee No. 4529876	Cainta, Rizal
<u>Richard C. Gonzalo</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.

Doc. No. 343;
Page No. 71;
Book No. I;
Series of 2025.


Atty. ROSALINDA A. MONTENEGRO
Notary Public
My Commission Expires on Dec. 31, 2025
Admin. Matter No. NP-067 (2024-2025)
PTR No. 6885174 - 01/03/2025 - Q.C.
IBP O.R. No. 496301 - 01/03/2025 - Q.C.
Roll No. 68465
MCLE Compliance No. VII-0021672 - 14 April 2025