



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



**CONTRACT OF SERVICE**

**KNOW ALL MEN BY THESE PRESENTS:** **MAY 13 2025**

This contract 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 Owner/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 8, 2024, DepEd Regional Office IV-A CALABARZON has advertised its procurement activity for the **PROCUREMENT OF UNIFORMS FOR THE PARTICIPATION OF DEPED REGION IV-A CALABARZON IN THE 2025 PALARONG PAMBANSA** with reference number **ROIVA-2025-01** in the PhilGEPS website, office website, and in conspicuous bulletin board of the Office.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **FOUR MILLION SIX HUNDRED SEVENTY-SIX THOUSAND FOUR HUNDRED EIGHTY PESOS (Php4,676,480.00)**.

**WHEREAS**, the pre-procurement meeting was conducted on April 7, 2025, 10:00 am at the Bulwagan ng Karangalan, DepEd Region IV-A CALABARZON, Gate 2 Karangalan Village, Cainta, Rizal.

**WHEREAS**, the Pre-bid Conference was conducted on April 16, 2025, 9:00 am at the Bulwagan ng Karangalan, DepEd Region 4A.

**WHEREAS**, the bid submission, opening and the bid evaluation was conducted on April 28, 2025 at 10:00 am and 2:00 pm respectively at the Regional Director's Conference Room, DepEd Region 4A.

**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:



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



Certificate No. PHP QMS  
22 03 0086

NAME OF BIDDER	TOTAL BID AMOUNT AS READ	REMARKS
RALCO COMMERCIAL TRADING	PHP 3,963,702.00	COMPLYING
BICOL GARMENTS AND GENERAL MERCHANDISE	PHP 4,200,150.00	COMPLYING

**WHEREAS**, using the checklist of required documents and taking into account the non-discretionary “Pass or Fail Criterion”, the BAC found that **RALCO COMMERCIAL TRADING** and **BICOL GARMENTS AND GENERAL MERCHANDISE** have complied with 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 **RALCO COMMERCIAL TRADING**, it is recommended to be disqualified from the bid for being non-responsive and non-compliant due to the following reason:

- a. When the team visited the declared warehouse of RALCO Commercial Trading (referred as RALCO), the team observed the following:
  - 1. There is only one sublimation machine;
  - 2. No sewing machines were seen onsite;
  - 3. The number of declared manpower of RALCO did not match the actual number of personnel who were onsite;
  - 4. Based on the interview that was conducted to the personnel onsite, they do not know some of the names of the personnel listed in the manpower list that was submitted by RALCO during bid opening. Only two (2) names from the list were identified as workers but accordingly, off-duty during the post qualification.
- b. It was established during the Post-Qualification that the set of uniforms submitted as samples during the Bid Opening on April 28, 2025 was not actually manufactured from among the production sites of RALCO. In fact, when the team asked the RALCO staff for the actual soft copy of the samples they submitted, they were not able to present to the team, which only shows that the said samples were not actually manufactured by RALCO.
- c. The Mayors Permit for the other production site of RALCO located at Cay Pombo, Santa Maria, Bulacan, was not presented. RALCO’s staff admitted that they did not secure a permit for the said production site.

**WHEREAS**, the Post-Qualification Report for **RALCO COMMERCIAL TRADING** containing the result is attached hereto as Annex “A” and made an integral part hereof.

**WHEREAS**, upon Post-Qualification proceedings and careful examination, validation and verification of all the eligibility, legal, technical, and financial requirements submitted by **BICOL GARMENTS AND GENERAL MERCHANDISE** has been found to be responsive.

**WHEREAS**, the bid submitted by **BICOL GARMENTS AND GENERAL MERCHANDISE** is compliant with its proposal in the total amount of **FOUR MILLION TWO HUNDRED THOUSAND ONE HUNDRED FIFTY PESOS (Php4,200,150.00)**.

**WHEREAS**, after review and deliberation on the proposal, **BICOL GARMENTS AND GENERAL MERCHANDISE** complied with the requirements and is hereby declared as the Single Calculated and Responsive Bid (SCRB).



**WHEREAS**, on May 5, 2025, the Bids and Awards Committee of DepEd Region IV-A CALABARZON recommended to the head of the procuring entity the award to **BICOL GARMENTS AND GENERAL MERCHANDISE** for the Procurement of Uniforms for the participation of DepEd Region IV-A CALABARZON in the 2025 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 2025 Palarong Pambansa* and has accepted a bid by the **Supplier** of those goods and services in the sum of **FOUR MILLION TWO HUNDRED THOUSAND ONE HUNDRED FIFTY PESOS (Php4,200,150.00)** (hereinafter called the "Contract Price").

**WHEREAS**, Notice of Award dated May 7, 2025 was issued;

**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) Notice of Award of Contract and the Bidder's conforme thereto;
- i) Performance Security;
- j) 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;
- k) Eligibility requirements, documents and/or statements;
- l) 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 Section VI (Schedule of Requirements) of the Philippine Bidding Documents and all other documents mentioned in Section II of this Contract, the **Supplier** shall also:

a. Deliver the following:

Item Description	Quantity	Specifications
Jacket (All Regions IV-A Delegates)	1,130 pcs	Fabric: Single Face 200 gsm Varsity Jacket
Jogging Pants (athletes, coaches, asst. coaches, chaperons)	883 pcs	Fabric: Single Face 200 gsm
Caps (All Region IV-A Delegates)	1,110 pcs	Fabric: Brass Twill
Polo-shirt with collar (Delegation Officials, coaches, chaperons, working committees)	396 pcs	Fabric: Quiana (200 gsm) (sublimation)
Playing shirts (all athletes except basketball, boxing and athletics). 2 pcs each	1,342 pcs	Fabric: Quiana (200 gsm) (sublimation)
Sleeveless-Playing shirts (basketball, boxing and athletics - 2 pcs. each	126 pcs	Fabric: Quiana (200 gsm) (sublimation)
Softball/Baseball Knickers (2 pcs. Each)	114 pcs	Fabric: Cotton
Shorts (all athletes except baseball and softball) - 2 pcs. Each	1,354 pcs	Fabric: Quiana
Utility Bag (athletes, coaches, Asst. Coaches, chaperons)	877 pcs	Fabric: Cordora Cloth
Parade shoes (athletes)	734 pairs	Color: white
Socks (athletes)	734 pairs	Color: white
Umbrella	1,110 pcs	Color: White Type: Long – single - push button Design: with logo (CALABARZON Heroes)
Sensor /Sensing socks	20 pairs	Sizes: 5 pairs - small 5 pairs - medium 5 pairs - large 5 pairs – XL

in accordance with the design and specification indicated in the Bidding Documents;

- a. The goods shall be delivered to the City of Batac National High School, Brgy. 17, Tabug, Batac City, Ilocos Norte on or before May 20, 2025.
- b. 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 work in accordance to its schedule of delivery.
- c. Submit an accomplishment report when required by the **Procuring Entity** as part of its monitoring and evaluation.
- d. 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 faithful and full performance of the **Supplier's** obligations, the amount of **FOUR MILLION TWO HUNDRED THOUSAND ONE HUNDRED FIFTY PESOS (Php4,200,150.00)** 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. 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 uniforms 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 \_\_\_\_\_ at \_\_\_\_\_, Philippines.

MAY 13 2025 QUEZON CITY

Department of Education  
Region IV-A CALABARZON  
  
ATTY. ALBERTO T. ESCOBARTE, CESO II  
Regional Director

BICOL GARMENTS AND  
GENERAL MERCHANDISE  
  
EMMANUEL I. REVEZ  
Owner/Manager

SIGNED IN THE PRESENCE OF:

*Emm Zapanta*  
EDUARDA M. ZAPANTA  
Chief, ESSD  
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 \_\_\_\_\_, this \_\_\_\_\_ personally appeared:

MAY 13 2025

Name	Identification No.	Date and place of issued
Atty. Alberto T. Escobarte	DepEd Employee No. 4529876	Cainta, Rizal
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 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. 120;  
Page No. 25;  
Book No. 40;  
Series of 2025.

*GAunlla*  
ATTY. CONCEPCION P. VILLARETA  
Notary Public for Quezon City  
Until December 31, 2025  
PTR No. 6988624 / January 2, 2025 Q.C  
IBP No. 461667 / October 29, 2024 Q.C  
Rol No. 30457 / 05-09-1980  
MCLE VII-0006994 / 09-21-2021  
ADM. MATTER No. NP-021 (2024-2025)  
TIN No. 131-942-754