



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



CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract is entered into this 28 JUL 2025 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-

ELLADIA GENERAL MERCHANDISE an entity duly organized and existing under the Philippine laws, represented herein by its Sales Executive/Authorized Representative, **JESTONY NEPOMUCENO ABDON**, with office address at Block 2B, Lot 2, Phase 4, Grieg Street, Zabarte Road, North Olympus Subdivision, Brgy. Kaligayahan, Novaliches, Quezon City, herein after referred to as the **SUPPLIER**.

W I T N E S S E T H

WHEREAS, on June 5, 2025, DepEd Regional Office IV-A CALABARZON has advertised its procurement activity for the **PROCUREMENT OF SCIENCE AND MATHEMATICS EQUIPMENT (SME) PACKAGES TO PUBLIC ELEMENTARY, JUNIOR AND SENIOR HIGH SCHOOLS** with reference number **ROIVA-2025-02** in the PhilGEPS website, office website, and in conspicuous bulletin board of the Office.

WHEREAS, the Approved Budget for the Contract (ABC) is **SEVEN MILLION NINE HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED FIFTY-ONE PESOS AND 35/100 (Php7,988,451.35)**.

WHEREAS, the pre-procurement meeting was conducted on May 14, 2025, 10:00 am at the Regional Director Conference, 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 and opening of bids was conducted on June 30, 2025 at 9:00 am and the bid evaluation was conducted on July 1, 2025 at 9:00 am 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 one (1) sealed bid, offering the following financial bid as read:

NAME OF BIDDER	TOTAL BID AMOUNT AS READ	REMARKS
ELLADIA GENERAL MERCHANDISE	PHP 4,759,682.00	COMPLYING AND LONE BIDDER

WHEREAS, using the checklist of required documents and taking into account the non-discretionary “Pass or Fail Criterion”, the BAC found that **ELLADIA 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 **ELLADIA GENERAL MERCHANDISE** has been found to be responsive.

WHEREAS, attached hereto is the Post-Qualification Report as Annex “A” and made an integral part hereof.

WHEREAS, the bid submitted by **ELLADIA GENERAL MERCHANDISE** is compliant with its proposal in the total amount of **FOUR MILLION SEVEN HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED EIGHTY-TWO PESOS (Php4,759,682.00)**.

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

WHEREAS, on July 11, 2025, the Bids and Awards Committee of DepEd Region IV-A CALABARZON recommended to the head of the procuring entity the award of contract to **ELLADIA GENERAL MERCHANDISE** for the **Procurement of Science and Mathematics Equipment (SME) Packages to Public Elementary, Junior and Senior High Schools** with project identification number **ROIVA-25-02** in the sum of **FOUR MILLION SEVEN HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED EIGHTY-TWO PESOS (Php4,759,682.00)** (hereinafter called the “Contract Price”).

WHEREAS, Notice of Award dated July 17, 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	Item/Description	Quantity
1.	Beaker, Plastic 500 ml	35
2.	Beaker, Borosilicate, 500 mL	2,326
3.	Beaker, Borosilicate, 100 mL	1,100
4.	Beaker, Borosilicate, 1000 mL	1,372
5.	Cork Borers	111
6.	Dry Cell, 9 volts	26
7.	Flask Volumetric Borosilicate 250 ml	348
8.	Glass Cover Slips, 100's/ box (branded)	326
9.	Glass Slides, 72's/ box (branded)	348
10.	Nichrome wire. 0.4, 100 ft (1 spool per package = 1.1 oz minimum with spool)	205
11.	Musical Instrument (Miniature Guitar)	150
12.	pH Meter, hand-held	7,694
13.	Protractor, student-type	7,787
14.	Rubber Stopper # 6 for Erlenmeyer Flask (narrow mouth) 250 mL, 1 hole	374
15.	Rubber Stopper # 6 for Erlenmeyer Flask (narrow mouth) 250 mL, 2 holes	7,678
16.	Ruler, Plastic, 12 inches/30 cm	7,636
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. Screwdriver, phillips, 6", 1 pc/set g. Soldering Iron, 60 watts, 1 pc/set	192

	h. Soldering Lead, Ø1mm, Grade 60/40, Wt.: 1 lb/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	
18.	Triangular File, fine, 6-inch long, with plastic handle	319
19.	Universal pH Paper, pH 0-14, 100 strips/pack	318

SME ITEMS	Antipolo City	Bacoor City	Batangas Province	Batangas City	Binan	Cabuyao	Calamba	Cavite City	Cavite Province	Dasmarinas	General Trias	Imus	Laguna	Lipa	Lucena	Quezon	Rizal	San Pablo	San Pedro	Sta. Rosa	Tanauan	Tayabas	STATEMENT OF COMPLIANCE (State Comply or Not Comply) WITH ATTACHED EVIDENCE (MOV)
Beaker, Plastic 500 mL	1	-	4	2	-	-	2	-	1	-	-	-	1	-	-	1	1	-	-	-	21	1	
Beaker, boro silicate, 500 mL	33	23	480	65	47	62	69	7	269	20	50	20	320	2	50	414	195	79	43	16	21	41	
Beaker, boro silicate, 100 mL	30	25	10	1	9	19	71	7	20	24	2	23	32	1	4	440	216	74	45	20	21	6	
Beaker, boro silicate, 1000 mL	-	-	451	60	46	64	12	-	251	-	42	-	296	2	49	21	9	1	9	-	21	38	
Cork Borers	1	1	8	1	2	7	3	-	8	1	2	1	11	1	1	8	6	1	3	1	42	2	
Dry Cell, 9 volts	1	-	4	2	-	-	2	-	1	-	-	-	1	-	-	1	-	-	-	-	13	1	
Flask Volumetric Borosilicate 250 ml	3	2	39	6	10	31	14	-	38	4	10	3	56	1	4	46	30	5	12	4	21	9	
Glass Cover Slips, 100's/ box	-	-	20	2	18	52	24	-	40	-	4	-	64	2	6	32	18	-	18	-	14	12	
Glass Slides, 72's/ box	-	-	20	2	18	82	24	-	40	-	4	-	64	2	6	24	18	-	18	-	14	12	
Nichrome wire, 0.4, 100 ft (1 spool per package = 1.1 oz minimum with spool)	2	1	25	4	9	38	3	-	35	1	2	1	42	1	1	8	6	1	4	1	14	6	
Musical Instrument (Miniature Guitar)	1	1	8	1	2	10	13	-	8	2	5	3	11	1	4	33	25	1	11	1	7	2	
pH Meter, hand-held	-	2	3,296	6	288	295	14	-	1,704	4	10	3	1,920	8	4	41	30	1	9	4	7	48	
Protractor, student-type	219	168	39	432	10	25	440	56	38	128	256	136	56	1	360	2,944	1,320	552	248	96	70	193	
Rubber Stopper # 6 for Erlenmeyer Flask (narrowmouth) 250 mL, 1 hole	3	2	39	6	10	40	14	-	38	4	10	3	56	1	4	42	30	5	12	4	42	9	
Rubber Stopper # 6 for Erlenmeyer Flask (narrowmouth) 250 mL, 2 holes	-	2	3,296	6	288	236	14	-	1,704	4	10	3	1,920	8	4	42	30	5	12	4	42	48	
Ruler, Plastic, 12 inches/30 cm	216	168	5	432	2	6	440	56	5	128	256	136	9	1	360	2,944	1,320	552	248	96	70	186	
Set of Tools	3	1	35	1	10	20	2	-	35	1	1	-	50	1	1	8	3	1	2	1	7	9	
Triangular File, fine, 6-inch long, with plastic handle	3	2	39	6	10	23	14	-	38	4	10	3	56	1	4	42	30	5	9	4	7	9	
Universal pH Paper, pH 0-14, 100 strips/pack	3	2	39	6	10	23	14	-	38	4	10	3	56	1	4	41	30	5	9	4	7	9	

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

- b. The goods shall be delivered to the Twenty-two (22) Schools Division Offices (SDOs) CALABARZON.
- 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 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.
- 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 faithful and full performance of the **Supplier's** obligations, the amount of **FOUR MILLION SEVEN HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED EIGHTY-TWO PESOS (Php4,759,682.00)** 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

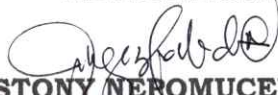
Each of the parties to this contract hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this contract and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument 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 28 JUL 2025 QUEZON CITY, Philippines.

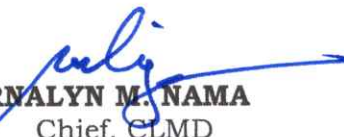
Department of Education
Region IV-A CALABARZON


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

ELLADIA GENERAL
MERCHANDISE


JESTONY NEPOMUCENO ABDON
Sales Executive/
Authorized Representative

SIGNED IN THE PRESENCE OF:


VIERNALYN M. NAMA
Chief, 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 28 JUL 2025, personally appeared:


Name	Identification No.	Date and place of issued
<u>Atty. Alberto T. Escobarte</u>	DepEd Employee No. 4529876	Cainta, Rizal
<u>Jestony Nepomuceno Abdon</u>	<u>Passport No. P2924132B</u>	<u>AUG. 31, 2019 / DFA NCR NORTH</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. 25...;
Page No. 6...;
Book No. XC1...;
Series of 2025.


ATTY. MARIA ROSARIO UY GALIT, R.E.B., EDPREM
Notary Public for Quezon City, Philippines
MRG Law Office, Robinsons-No. aiches, Q.C.
RTC Q.C. Admin. Matter No. NP-059
Commissioned until December 31, 2026
SC Roll of Attorneys No. 47106
IBP Lifetime No. 09158;1-3-2010-Q. City
MCLE Compliance No. VIII-0003350- 08/07/2023
PTR No. 7033169; January 07, 2025- Quezon City
CP No.09664634043 & 09095155508