



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



PU-C001-2025-317

## CONTRACT OF SERVICE

### KNOW ALL MEN BY THESE PRESENTS:

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-

**J AND G GENERAL MERCHANDISE** an entity duly organized and existing under the Philippine laws, represented herein by its Managing Owner, **JHONARD B. GALICIA**, with office address at Grand Mao Bldg., Provincial Road, Bulanao, Tabuk City, Kalinga, herein after referred to as the **SUPPLIER**.

### WITNESSETH

**WHEREAS**, on June 5, 2025, DepEd Regional Office IV-A CALABARZON has advertised its procurement activity for the **PROCUREMENT OF TECHNICAL VOCATIONAL-LIVELIHOOD(TVL) EQUIPMENT PACKAGES TO PUBLIC SENIOR HIGH SCHOOLS** with reference number **ROIVA-2025-03 - LOT 4** in the PhilGEPS website, office website, and in conspicuous bulletin board of the Office.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **NINE MILLION ONE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED TEN PESOS (Php9,181,110.00)**.

**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 June 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 five (5) sealed bid, offering the following financial bid as read:



NAME OF BIDDER	TOTAL BID AMOUNT AS READ	REMARKS
BELTRANTAN TRADING	-	NON-COMPLYING
RALCO COMMERCIAL TRADING	PHP 5,711,760.00	COMPLYING
J AND G GENERAL MERCHANDISE	PHP 6,348,595.00	COMPLYING
D. MICHAEL CO (DMC) ENTERPRISES CORP.	PHP 8,144,170.00	COMPLYING
LIEL JAY OFFICE AND SCHOOL SUPPLIES TRADING	-	NON-COMPLYING

**WHEREAS**, using the checklist of required documents and taking into account the non-discretionary "Pass or Fail Criterion", the BAC found **BELTRANTAN TRADING** and **LIEL JAY OFFICE AND SCHOOL SUPPLIES TRADING** ineligible due to non-complying with the specifications issued by this office.

**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, J AND G GENERAL MERCHANDISE** and **D. MICHAEL CO (DMC) ENTERPRISES CORP.** have complied with specifications issued by this Office.

**WHEREAS**, on July 9, 2025, the BAC, TWG and End-user conducted post qualification at **RALCO COMMERCIAL TRADING**.

**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** as the Lowest Calculated Bid (LCB), it was found to be non-responsive on the following grounds:

- a. Clause 20.2 (b) of the ITB provides that the company is required to present a Certificate of Non-Toxicity issued by the FDA, however, the said certificate was not submitted or presented during the post-qualification;
- b. Clause 20.2 (c) provides that samples of the TVL equipment being offered shall be available for inspection during the post qualification. However, not all of the items offered were physically presented with its corresponding brands as indicated in the submitted documents during such visit;

**WHEREAS**, attached hereto is the post disqualification report of **RALCO COMMERCIAL TRADING** as Annex "A" and made an integral part hereof;

**WHEREAS**, on July 31, 2025 to August 1, 2025, the BAC, TWG and End-user conducted post qualification at **J AND G GENERAL MERCHANDISE**;

**WHEREAS**, upon post-qualification proceedings and careful examination, validation and verification of all the eligibility, legal, technical, and financial requirements submitted by **J AND G GENERAL MERCHANDISE** as the Second Lowest Calculated Bid (LCB), the bid of **J AND G GENERAL MERCHANDISE** has found to be responsive.

**WHEREAS**, attached hereto is the Post-Qualification Report as Annex "B" and made an integral part hereof.



**WHEREAS**, after review and deliberation on the proposal, **J AND G GENERAL MERCHANDISE** complied with the requirements and is hereby declared as the Lowest Calculated and Responsive Bid (LCRB).

**WHEREAS**, on August 4, 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 **J AND G GENERAL MERCHANDISE** for the **Procurement of Technical-Vocational-Livelihood (TVL) Equipment Packages to Public Senior High Schools** with project identification number **ROIVA-25-03 – Lot 4** in the amount of **SIX MILLION THREE HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED NINETY-FIVE PESOS (PHP6,348,595.00)** (hereinafter called the “Contract Price”).

**WHEREAS**, Notice of Award dated August 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:

			Binan City	Laguna
	Item		Binan City SHS-San Antonio Campus	Binan Pagsanjan Senior High School
	<b>Automotive Servicing</b>			
1	Air Compressor with Complete Accessories		3	6
2	Apron		2	30
3	Ball Peen Hammer 8 oz (H. Duty)		1	6
4	Battery Tester		1	6
5	Bore Gauge Set (H. Duty)		2	6
6	Combination Pliers 8" (H. Duty)			6
	Combination Wrench			
7	Metric		2	6
8	English		2	6
9	Dial Indicator (H. Duty)		1	3
10	Feeler Gauge (H. Duty)			3
11	Hydraulic Jack (H. Duty)		5	5
12	Hydrometer (H. Duty)		3	5
13	Ignition Timing Light for Gasoline Engine (H. Duty)		2	3
14	Multimeter, Digital		1	6
15	Safety Goggles		3	6
16	Screw Driver, Flat, 6" Blade Length (H. Duty)			7
17	Screw Driver, Philips, 6" Blade Length (H. Duty)			7
18	Socket Wrench Set, Metric, 8 to 32 mm (H. Duty)		6	6
19	Soldering Iron, 200 Watts (H. Duty)		3	6
20	Tachometer		2	3
21	Torque Wrench, 1/2" Drive (H. Duty)		6	4
22	Vernier Caliper, 150mm (H. Duty)		6	4
23	Wire Stripper (H. Duty)			6



			Batangas	Binan City	Gen. Trias City	Laguna	Laguna	Laguna	San Pablo City
			Pantalan SHS	BCSHS Timbao Campus	Luis Y. Ferrer Jr. SHS	Barangay Longos SHS	Binan Pagsanjan Senior High School	Victoria SHS	Crecencia Drucila Lopez SHS
	Item								
1	Cutter, Bolt, 24"				0	2	2		1
2	Cutter, Pipe				0	2	2		4
3	Disc Grinder, Portable, Electric Set (H. Duty)				1	3	10	1	4
4	Drill, Portable, Electric Set with Drill Bits (H. Duty)				3	1	10	1	2
	Fire Alarm System				0				
5	Conventional Fire Alarm Type System			1	2	1			
6	Addressable Fire Alarm System				0		1	1	
7	Fire Extinguisher (with Contents)		1		0				
8	First Aid Kit		1		0	10	10		4
9	Gloves, Rubber (Insulating)				0				4
10	Goggles, Safety				0				4
11	Hacksaw, Hand with 32 TPI Blade (H. Duty)				10	2	2		
12	Hammer, Ball Peen, 16 oz (H. Duty)		1		0	2	2		2
13	Hammer, Claw, 16 oz (H. Duty)		1		0	2	2		2
14	Hand File, Flat Smooth 6" Set (H. Duty)		1		0	2	2		2
15	Hat, Hard HDPE				0	2	2		
16	Heat Gun (H. Duty)		1	5	5	2	2		4
17	Knife, Stripping, Electrical Cable (H. Duty)		1		10	2	1		
18	Level, Spirit (H. Duty)		1		0	2	2		1
19	Pipe Bender, Hydraulic (H. Duty)				0	1	1		1
20	Pipe Reamer (H. Duty)		1		0				1
21	Pipe Threader, Manual (H. Duty)		1		0	1	1		1
22	Pliers, Combination, 8", Insulated (H. Duty)		3		5	2	2	4	5
23	Plumb Bob (H. Duty)		1		0				
24	Screwdriver Set, Standard, Insulated 16pcs/Set (H. Duty)		1	5	2	1	2		6
25	Soldering Iron, 300 Watts, (H. Duty)			5	1	1	2		5
26	Steel Tape Measure, 5m (H. Duty)		2	10	14				
27	Stripper, Wire (H. Duty)		2	9	10				5
28	Tools Holster / Pouch, Electrician's		1		0				
29	Wire Splicer (H. Duty)		1	5	5	2		1	4
30	Wrench, Box (H. Duty)		1		0	2			4

[illegible]



[illegible]

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

- b. The goods shall be delivered to selected recipient Senior High Schools within DepEd Region IV-A 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 **SIX MILLION THREE HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED NINETY-FIVE PESOS (PHP6,348,595.00)** for **Lot 4**. 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** **Alternative Dispute Resolution (ADR) Clause**

Both parties entered into this agreement in the spirit of mutual trust and understanding. The parties intend that all unforeseen matters, issues, and concerns that will arise in the future shall be resolved with mutual understanding. In case of conflict/dispute between the parties, it shall be resolved in a peaceful and amicable manner. Every earnest effort shall be made to amicably settle the



conflict/dispute through peaceful dialogue and negotiation to accommodate the policies and intention of both parties.

In case of failure to settle the conflict/dispute through peaceful and amicable manner, such conflict/dispute shall be submitted for arbitration/mediation in accordance with Republic Act No. 9285, known as *Alternative Dispute Resolution Act of 2004*. Both parties mutually agree that the decision of the designated/chosen arbitrator/mediator is binding to them. The place of arbitration/mediation is exclusively in Cainta, Rizal.


No legal action may be instituted in any court/tribunal/quasi-judicial body unless the arbitration/mediation has failed or waived by both parties in writing. Legal action for breach of this agreement shall only be instituted in the courts of competent jurisdiction in Cainta, Rizal to the exclusion of all other courts outside the judicial region.

### **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.


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

  
**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Regional Director

**J and G General Merchandise**

  
**JHONARD B. GALICIA**  
Managing Owner

**SIGNED IN THE PRESENCE OF:**

  
**VIERNALYN M. NAMA**  
Chief, CLMD  
DepEd Region IV-A CALABARZON

  
**LARNIE JANE VIERNES**

Republic of the Philippines  
\_\_\_\_\_ S.S.

ACKNOWLEDGMENT

**BEFORE ME**, a Notary Public for and in the City of Tabuk, this August 15, 2025, personally appeared:

Name	Identification No.	Date and place of issued
<b><u>Atty. Alberto T. Escobarte</u></b> <b><u>Jhonard B. Galicia</u></b>	DepEd Employee No. 4529876 <u>DAVERS LIC. D03-22-000472</u>	Cainta, Rizal <u>TABUK CITY, KAL.</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 ten (10) 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. 483;  
Page No. 92;  
Book No. CXXXIV;  
Series of 2025.

**ATTY. ERROL B. COMAFAY JR.**  
Notary Public for the Province of Kalinga until 31 Dec 2025  
Notarial Commission No. RTC-Tabuk-2024-6  
2nd Floor UCCP Bldg., Manuel S. Agvao Blvd.,  
Purok 4, Brgy. Bulanao, Tabuk City, Kalinga, 3800  
Roll No. 56993, IBP Lifetime Member No. 014313  
PTR No. 3824654S, Tabuk City, Kalinga, 02 Jan 2025  
MCLE Compliance No. VIII-0022735, 21 Feb 2025