



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



CONTRACT OF SERVICE

This contract executed on the 18 DEC 2025 day of _____ 20____, 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, DepEd Regional Office IV-A CALABARZON invited Bids for the **PROCUREMENT OF SCIENCE AND MATHEMATICS EQUIPMENT (SME) PACKAGES TO PUBLIC ELEMENTARY, JUNIOR AND SENIOR HIGH SCHOOLS** with reference number **ROIVA-2025-08**.

WHEREAS, on October 13, 2025, the Bids and Awards Committee (BAC), Technical Working Group (TWG), BAC Secretariat and End-user conducted a pre-procurement conference to discuss the said project and approves the bid document.

WHEREAS, on October 16, 2025, DepEd Regional Office IV-A CALABARZON has published its procurement activity for the **SCIENCE AND MATHEMATICS EQUIPMENT (SME) PACKAGES TO PUBLIC ELEMENTARY, JUNIOR AND SENIOR HIGH SCHOOLS** with reference number **ROIVA-2025-08** in the PhilGEPS website, office website, and in conspicuous bulletin board of the Office.

WHEREAS, the Approved Budget for the Contract (ABC) is **THREE MILLION TWO HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-THREE PESOS (Php3,228,763.00)**.

WHEREAS, on October 27, 2025, Pre-bid Conference was conducted.

WHEREAS, Bid Bulletin No. 5, s. 2025 dated October 27, 2025 and Bid Bulletin No. 12, s. 2025 dated November 8, 2025 was issued.

WHEREAS, the bid submission and opening of bids was conducted on November 12, 2025 at 1:00 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@deped.gov.ph
Website: depedcalabarzon.ph



Certificate No. PHP QMS
22 92 0086

NAME OF BIDDER	TOTAL BID AMOUNT AS READ	REMARKS
ELLADIA GENERAL MERCHANDISE	PHP2,480,838.00	COMPLYING
BELTRANTAN TRADING	PHP3,208,848.00	COMPLYING

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** with Lowest Calculated Bid (LCB), the bid of **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, after review and deliberation on the bid, **ELLADIA GENERAL MERCHANDISE** complied with the requirement and is hereby declared as the Lowest Calculated and Responsive Bid (LCRB).

WHEREAS, on December 2, 2025, the BAC of the Procuring Entity recommended to the Head of the Procuring Entity that the contract for the said project be awarded to **ELLADIA GENERAL MERCHANDISE** in the amount of **TWO MILLION FOUR HUNDRED EIGHTY THOUSAND EIGHT HUNDRED THIRTY-EIGHT PESOS (PHP2,480,838.00)**, as the Lowest Calculated and Responsive Bid (LCRB).

WHEREAS, Notice of Award dated December 5, 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;

- 1) 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 in accordance with the design and specification indicated in the Bidding Documents:

Item	Item/Description	Quantity
1.	Beaker, Plastic 500 ml	22
2.	Beaker, Borosilicate, 500 mL	1,408
3.	Beaker, Borosilicate, 100 mL	667
4.	Beaker, Borosilicate, 1000 mL	833
5.	Cork Borers	65
6.	Dry Cell, 9 volts	17
7.	Flask Volumetric Borosilicate 250 ml	211
8.	Glass Cover Slips, 100's/ box (branded)	197
9.	Glass Slides, 72's/ box (branded)	211
10.	Nichrome wire. 0.4, 100 ft (1 spool per package = 1.1 oz minimum with spool)	122
11.	Musical Instrument (Miniature Guitar)	90
12.	pH Meter, hand-held	4,657
13.	Protractor, student-type	4,714
14.	Rubber Stopper # 6 for Erlenmeyer Flask (narrow mouth) 250 mL, 1 hole	226
15.	Rubber Stopper # 6 for Erlenmeyer Flask (narrow mouth) 250 mL, 2 holes	4,648
16.	Ruler, Plastic, 12 inches/30 cm	4,620
17.	Set of Tools: <ul style="list-style-type: none"> 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 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 	124
18.	Triangular File, fine, 6-inch long, with plastic handle	193
19.	Universal pH Paper, pH 0-14, 100 strips/pack	192

- b. The goods shall be delivered to the Twenty-two (22) Schools Division Offices (SDOs) in DepEd Region IV-A CALABARZON.

- c. Comply with 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 17 of the General Conditions of the contract and Implementing Rules and Regulations of Republic Act No. 12009.

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 FOUR HUNDRED EIGHTY THOUSAND EIGHT HUNDRED THIRTY-EIGHT PESOS (PHP2,480,838.00)**.

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 items 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 under Republic Act No. 12009 and its Implementing Rules and Regulation and other 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 18 DEC 2025 at QUEZON CITY, Philippines.

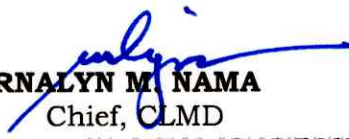
**Department of Education
Region IV-A CALABARZON**


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 18 DEC 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>6237 6871 2819 6092</u>	Aug. 14, 2022; Caloocan

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. 464;
Page No. 24;
Book No. XCV;
Series of 2025.

ATTY. MARIA ROSARIO UY GALIT, R.E.B., EDPREM
Notary Public for Quezon City, Philippines
MRG Law Office, Robinsons-Notices, 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.09664634643 & 09095155508