



Republic of the Philippines
Department of Education
REGIONAL OFFICE IX- ZAMBOANGA PENINSULA

NOTICE TO PROCEED

August 29, 2024

IAN M. PACIFICO

Authorized Representative
VIBAL FOUNDATION INC.
1253 G. Araneta Avenue
Quezon City

Sir:

The attached Contract Agreement having been approved, notice is hereby given to VIBAL FOUNDATION INC. that work may commence on the "Supply and Door to Door Delivery of Supplementary Learning Resources (SLRs) for Library Hubs; LOT - 7", effective on date reckoned from receipt of this notice.

Upon receipt hereof, you are responsible for the provision of goods and ancillary services under the terms and conditions of the Contract and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below. Kindly return the original to the DepEd RO IX, Regional Government Center, Balintawak, Pagadian City.

Very truly yours,

DR. RUTH L. FUENTES, CESO IV
Regional Director

Conforme:

Signature over Printed name

Date: SEP. 04, 2024

RO-ASD-F048
jmi



Republic of the Philippines
Department of Education
REGIONAL OFFICE IX- ZAMBOANGA PENINSULA

NOTICE OF AWARD

August 12, 2024

IAN M. PACIFICO

Authorized Representative
VIBAL FOUNDATION INC.
1253 G. Araneta Avenue
Quezon City

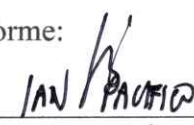
Sir:

We are happy to inform you that your Bid dated August 1, 2024 for execution of the “Supply and Door to Door Delivery of Supplementary Learning Resources (SLRS) for Library Hubs; LOT – 7”, for the Contract Price equivalent to One Hundred Ninety Nine Thousand Three Hundred Twenty Five Pesos (Php 199,325.00) as corrected and modified in accordance with the Instructions to Bidders is hereby accepted.

You are hereby required to provide within ten (10) calendar days upon receipt of this notice the performance security in the form and the amount stipulated in the Instructions to Bidders. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.


DR. RUTH L. FUENTES, CESO IV
Regional Director

Conforme:


Signature over Printed name

Date: AUG. 14, 2024

RO-ASD-FO44
jmi



region9@depd.gov.ph
(062) 945-3329 | 09482076710 | 09152475207
www.depdro9.info | www.ro9-depd.com
www.facebook.com/DEPEDREGION9
Pres. Corazon C. Aquino Regional Government Center, Balintawak, Pagadian City, 7016

**CONTRACT FOR THE SUPPLY AND DOOR TO DOOR
DELIVERY OF SUPPLEMENTARY LEARNING RESOURCES
(SLRs)**

WARREN Y. INDOC

Witness for First Party

DR. RUTH L. FUENTES, CESO IV

First Party

MR. IAN M. PACIFICO

Second Party

Caesar Gabriel E. Nino

Witness for Second Party

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

DEPARTMENT OF EDUCATION, Regional Office IX, a Government Entity existing under and by virtue of the laws of the Republic of the Philippines, represented herein by **DR. RUTH L. FUENTES, CESO IV**, Regional Director, with office address at Regional Government Center, Balintawak, Pagadian City, Philippines, herein now referred to as the "**FIRST PARTY**".

-and-

VIBAL FOUNDATION INC., represented herein by its Authorized Representative **MR. IAN M. PACIFICO** with office address at 1253 G. Araneta Avenue, Quezon City hereinafter referred to as the "**SECOND PARTY**".

WITNESSETH

WHEREAS, the FIRST PARTY invited Bids for certain Goods and Ancillary Services, particularly " Supply and Door to Door Delivery of Supplementary Learning Resources (SLRS) for Library Hubs " and has accepted a Bid by SECOND PARTY for the supply of those goods and services in the sum of One Hundred Ninety Nine Thousand Three Hundred Twenty Five Pesos (Php 199,325.00) hereinafter called "**CONTRACT PRICE**".

NOW THEREFORE, for and in consideration of the foregoing premises and of mutual covenant, terms and conditions hereinafter set forth the Parties hereto have agreed and do hereby agree that:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - a. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract;
 - iv. Supplemental Bulletins
 - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Performance Security;
 - d. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for

WARREN Y. INDOC

Witness for First Party

DR. RUTH L. FUENTES, CESO IV

First Party

MR. IAN M. PACIFICO

Second Party

Caesar Benito E. Minora

Witness for Second Party

submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. The Goods (listed as Annex "A") referred to in this Contract shall be delivered within SIXTY (60) CALENDAR DAYS from date of receipt of the Notice to Proceed by the SECOND PARTY or the date provided for such purpose indicated in the Notice to Proceed.

| Lot | Description | Quantity | Total Price (Php) |
|-----|--|-----------|-------------------|
| 1 | Supply and Door to Door Delivery of Supplementary Learning Resources (SLRS) for Library Hubs - Lot 7 | 1 Package | 199,325.00 |

4. The Goods referred to in this Contract shall be delivered to:
- Zamboanga City Division Library Hub
Zamboanga Central School, Gabaldon Bldng, Varela Street, Zamboanga City
 - DepEd Dipolog City Library Hub
Zamboanga del Norte NHS-Turno
School Zone, Turno, Dipolog City
5. The goods must conform to and comply with the standards (listed as Annex "A").
6. FIRST PARTY shall have the right to visit and inspect SECOND PARTY's premises covered by the Contract, at any time or stage of contract implementation, to monitor and assess SECOND PARTY's capacity to discharge its contractual obligations.
7. Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected, orally or in writing, by FIRST PARTY and replaced by SECOND PARTY. The replacement goods for this reason shall be subject to re-inspection.
8. The procured goods or items contemplated under this Contract shall be inspected by DepEd RO IX Inspectorate Team in accordance with the provisions of the Special Conditions of the Contract, the Schedule of Requirements, or otherwise indicated in other parts of the bidding documents.
9. In case SECOND PARTY encounters condition(s) impeding timely delivery of the goods, SECOND PARTY shall promptly notify FIRST PARTY in writing of such condition(s) and any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances providing justification for such requests have become apparent. SECOND PARTY must provide sufficient proof to support any request for work suspension and/or contract delivery period extension.
10. The FIRST PARTY shall pay the SECOND PARTY in consideration for full and faithful performance of its obligations of the total CONTRACT PRICE;
- One-time payment equivalent to 100% physical accomplishment shall be made to the SECOND PARTY.

- b. Other documents in support of a request for payment may be required by the FIRST PARTY pursuant to existing disbursement, accounting and auditing rules and procedures.
11. The SECOND PARTY shall be liable for damages for the delay in its performance of the Contract and shall pay the FIRST PARTY liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed Goods scheduled for delivery for every day of delay until such Goods are finally delivered and accepted by the procuring entity concerned. The FIRST PARTY shall deduct the liquidated damages from any money due or which may become due to the SECOND PARTY, or collect from any of the securities or warranties posted by the SECOND PARTY, whichever is convenient to the FIRST PARTY concerned. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the FIRST PARTY may rescind this Contract, without prejudice to other courses of action and remedies open to the FIRST PARTY.
12. The PARTIES shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the PARTIES in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to R.A. No. 9285, or the "Alternative Dispute Resolution Act of 2004," and its Implementing Rules and Regulations.

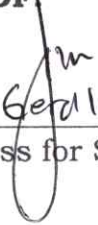
IN WITNESS WHEREOF, the parties hereunto have affixed their respective signatures this 23rd day of AUG. 2024, at _____, Philippines.


DR. RUTH L. FUENTES, CESO IV
First Party


MR. IAN M. PACIFICO
Second Party

SIGNED IN THE PRESENCE OF


WARREN Y. INDOC
Witness for First Party


Caesar Gerald T. Minan
Witness for Second Party

"REPUBLIC OF THE PHILIPPINES)"
CITY OF PAGADIAN CITY) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in Pagadian City, Philippines, this
_____ day of SEP 09 2024, 2024, personally appeared:

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, Philhealth..IDs)

| | NAME | NUMBER | ISSUED ON | ISSUED AT |
|--------------|----------------------------|--------|-----------|-----------|
| FIRST PARTY | <u>DR. RUTH L. FUENTES</u> | _____ | _____ | _____ |
| SECOND PARTY | <u>MR. IAN M. PACIFICO</u> | _____ | _____ | _____ |

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 the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a Contract consisting of four (4) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrumental witnesses on the left hand margin of each and every page hereof.

SEP 09 2024

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

ATTY. SOTELO VINCENT G. CABRERA
-COMMISSION SERIAL NO. 2023-307-2024-
NOTARY PUBLIC for DAVAO CITY
Valid Until December 31, 2024
ROLL OF ATTORNEYS NO. 178993
IBP O.R. NO. 32
PTR O.R. NO. 9286323C dtd 12/19/2023 Davao City
OFFICE ADDRESS: Door 3, Tuscan Building, Pagasa corner
Damaso Quiza Streets, 25-C Davao City
MCLE COMPLIANCE NO. 18018 EXPIRATION - 08/19/2023



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Book No. IX
Series of 2024

WARREN Y. INDOC
Witness for First Party

DR. RUTH L. FUENTES, CESO IV
First Party

MR. IAN M. PACIFICO
Second Party

Carson Gerald E. Nivon
Witness for Second Party