



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

NOTICE TO PROCEED

July 29, 2024

ALLAN-DRAZUL J. TABAYAG

Project Manager

AJT Construction

Sunrise Village, Tiguma, Pagadian City

Sir:

The attached Contract Agreement having been approved, notice is hereby given to AJT Construction that work may commence on the "Repair, Rehabilitation and Installation Works at DepEd RO IX, Balintawak, Pagadian City (Lot 2)", effective on date reckoned from receipt of this notice.

Upon receipt hereof, you are responsible for performing the services under the terms and conditions of the Agreement 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, Balintawak, Pagadian City

Very truly yours,


DR. RUTH L. FUENTES, CESO IV

Regional Director

Conforme:


ALLAN-DRAZUL J. TABAYAG

Signature over Printed Name

Date: _____

RO-ASD-F048



region9@depd.gov.ph
945-3329 | 09472096474 | 09164336191
www.depdro9.info | www.ro9-depd.com
www.facebook.com/DEPEDREGION9
Pres. Corazon C. Aquino Regional Government Center, Balintawak, Pagadian City, 7016

CONTRACT

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-

AJT CONSTRUCTION, represented herein by its Proprietor MR. ALLAN-DRAZUL J. TABAYAG with office address at Sunrise Village, Tiguma, Pagadian City hereinafter referred to as the "SECOND PARTY".

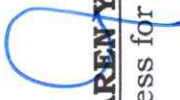
WITNESSETH

WHEREAS, the FIRST PARTY is desirous that the SECOND PARTY execute "Repair, Rehabilitation and Installation Works at DepEd RO IX, Balintawak, Pagadian City (Lot 2)" (hereinafter called the "Works") and has accepted a Bid by SECOND PARTY for the execution and completion of such Works and the remedying of any defects therein in the sum of Two Hundred Fifty Nine Thousand Three Hundred Sixty Three and 65/100 Pesos (PHP 259,363.65) hereinafter called "CONTRACT PRICE", detailed as follows:

	Description	Contract Period	Amount (Php)
1 Lot	Rehabilitation/Extension of the Guard House to be used as the Waiting Shed Area with Ceiling for Clients	40 CD	259,363.65
	Installation of Glass including Door set (swing), vertical and horizontal stud aluminum/frame, glass thickness: 3.5mm, for the office of the ICT unit at the 3rd floor	10 CD	

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. General and Special Conditions of Contract;
 - ii. Drawings/Plans;
 - iii. Specifications;
 - iv. Bill of Quantities; and


WARENY. INDOC
Witness for First Party


DR. RUTH L. FUENTES, CESO IV
First Party


MR. ALLAN DRAZUL J. TABAYAG
Second Party


Witness for Second Party

- b. **SECOND PARTY'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 **SECOND PARTY's** conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **SECOND PARTY** agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. **SECOND PARTY** shall perform the Works contemplated in this Contract to commence within one (1) calendar day upon receipt of the Notice to Proceed or from the date as may be indicated in the Notice to Proceed. The Works shall cover the materials, equipment, tools, labor and supervision and all other items necessary to properly complete the work as indicated in the Program of Works and Bill of Quantities.
4. The **Works** shall be completed at DepEd RO-9, President Corazon C. Aquino Regional Government Center, Balintawak, Pagadian City. Violation of this provision, based on documents and reports submitted and validated by the authorized receiving personnel may be cause for the termination of the Contract.
5. The **Works**, including all materials and equipment used, under this Contract should conform to and comply with the standards mentioned in the Section VI. Terms of reference and scope of requirement. Drawings, and Bill of Quantities of the Bidding Documents, which are hereto attached as Annex "B" and made an integral part hereof.
6. In case **SECOND PARTY** encounters condition(s) delaying completion of Works, **SECOND PARTY** shall promptly notify **FIRST PARTY** in writing within five (5) calendar days from notice of such condition(s), and any request for work suspension and/or contract completion period extension shall be promptly done in writing as soon as circumstances for such requests have become apparent. **SECOND PARTY** must provide sufficient proof to support any request for work suspension and/or contract completion period extension.
7. The Contract Price shall be paid to **SECOND PARTY** upon submission of the documents specified in SCC Clause 13 and 14, and other documents as may be prescribed by **FIRST PARTY** in accordance with the following disbursement procedures:
 - a. Advance payment not exceeding fifteen percent (15%) of the contract price, to be made in lump sum or, at the most, two (2) installments, shall be paid upon written request, and only upon the submission to and acceptance by **FIRST PARTY** of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable on demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by **FIRST PARTY**.
 - b. Progress payment shall be adjusted by deducting the amount in the recoupment of the advance payment, and additional retention money amounting to 15% and 10% of the progress billing respectively. **SECOND PARTY** may submit a request for

payment together with a statement of work accomplished in the following manner:

Schedule of Payment	Payment	Work Accomplished
First Payment	25%	Upon 40% work accomplished
Second Payment	25%	Upon 60% work accomplished
Final Payment	50%	Upon 100% work accomplished

The aforementioned statement of work accomplished shall be certified by the assigned authorized representative of FIRST PARTY.

- 8. In case SECOND PARTY encounters condition(s) impeding timely undertaking of the Works, 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.
- 9. Warranty against Structure Defects and Failures, except those occasioned-on force majeure, shall cover a period of **five (5) years** and shall be reckoned from the date completion of The Works.
- 10. SECOND PARTY shall be liable for liquidated damages in an amount equal one- tenth (1/10) of one percent (1%) of the cost of the unperformed portion, for every day of delay. FIRST PARTY shall deduct the liquidated damages from any money due or which may become due to SECOND PARTY, or collect from any of the securities or warranties posted by SECOND PARTY, whichever is convenient to FIRST PARTY. Once the accumulated amount of liquidated damages reaches 10% of the Contract Price, FIRST PARTY may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.
- 11. 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 be not resolved amicably, it shall be submitted before the Construction Industry Arbitration Commission pursuant to CIAC Revised Rules of Procedure Governing Construction Arbitration, as amended by CIAC Resolution Nos. 15-2006, 16-2006, 18-2006, 19-2006,02-2007,07- 2007, 13-2007, 02-2008, 11-2008, 01-2010, 04-2010, 07-2010, 08-2014, 07-2016, 06-2017, 01-2019, 05-2019, and 07-2022.

IN WITNESS WHEREOF, the parties hereunto have affixed their respective signatures this 20th day of July 2024, at _____, Philippines.

DR. RUTH L. FUENTES, CESO IV
First Party

MR. ALLAN-DRAZUD J. TABAYAG
Second Party

SIGNED IN THE PRESENCE OF:

WARREN Y. INDOC
Witness for First Party

[Signature]
Witness for Second Party

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

WAREN Y. INDOC
Witness for First Party

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in Pagadian City, Philippines, this _____ day of _____, 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>ALLAN-DRAZUL J. TABAYAG</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.

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

DR. RUTH L. FUENTES, CESO IV
First Party

MR. MR. ALLAN-DRAZUL J. TABAYAG
Second Party

Doc. No. 131
Page No. 27
Book No. 11
Series of 2024

ATTY. CRISTOPHER VINCENT T. TINGCAN
Notary Public
Until Dec 31, 2025
PLF NO. **Notary Public** 029
IBP NO. 278150/1-9-2022
ROA NO. 72653
MCLE Compliance No. VII-002673
1237 Rizal Avenue Pagadian City

Witness for Second Party



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

NOTICE OF AWARD

July 5, 2024

ALLAN-DRAZUL J. TABAYAG

Project Manager
AJT Construction
Sunrise Village, Tiguma, Pagadian City

Sir:

We are happy to inform you that your Bid dated June 27, 2024, for execution of the “Repair, Rehabilitation and Installation Works at DepEd RO IX, Balintawak, Pagadian City (Lot 2)” for the Contract Price equivalent to Two Hundred Fifty Nine Thousand Three Hundred Sixty Three and 65/100 Pesos (PHP 259,363.65), 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.

Very truly yours,

Digitally signed by Legaspi Ruth Fuentes
DN: CN=Legaspi Ruth Fuentes,
SERIALNUMBER=012BN0045dcS, O=
DepEd Regional Office IX, C=PH
Reason: I am the author of this document
Location:

DR. RUTH L. FUENTES, CESO IV

Regional Director

Conforme:

ALLAN-DRAZUL J. TABAYAG

Signature over Printed name

Date: July 10, 2024

RO-ASD-F044



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



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

(BAC RESOLUTION NO. 2024-05-086-B)
RESOLUTION DECLARING THE LOWEST CALCULATED AND RESPONSIVE
BIDDER AND RECOMMENDING AWARD OF CONTRACT FOR THE
REPAIR, REHABILITATION AND INSTALLATION WORKS AT DEPED RO IX,
BALINTAWAK, PAGADIAN CITY (LOT 2)

WHEREAS, the Bids and award Committee of the Department of Education Region IX, Zamboanga Peninsula posted the Invitation to Bid for the “Repair, Rehabilitation and Installation Works at DepEd RO IX, Balintawak, Pagadian City (Lot 2)” with an Approved Budget for the Contract (ABC) of Three Eleven Thousand Nine Hundred One and 40/100 Pesos (Php 311,901.4) in the Philippine Government Electronic Procurement Service (PhilGEPS), and in a conspicuous place at the premises of DepED RO-IX;

WHEREAS, in response to the said Invitation to Bid, AJT CONSTRUCTION responded;

WHEREAS, on June 27, 2024, the scheduled opening of bids, AJT CONSTRUCTION, passed the preliminary examination of bids;

WHEREAS, the bid proposal of AJT CONSTRUCTION was found to be substantially complying:

Bidder	Total Bid in PHP
AJT CONSTRUCTION	259,363.65

WHEREAS, the detailed evaluation of bid conducted on June 28, 2024 resulted in:

Bidder	Total Bid in PHP
AJT CONSTRUCTION	259,363.65

WHEREAS the BAC, based on the examination, validation and verification of the eligibility, technical and financial requirements conducted by the Technical Working Group (TWG), had determined AJT CONSTRUCTION with the Lowest Calculated and Responsive Bid;

NOW, THERERFORE, WE, the members of the Bids and Awards Committee, hereby **RESOLVED** as it is hereby **RESOLVED**;

- To declare AJT CONSTRUCTION as the Bidder with the Lowest Calculated and Responsive Bid, and;
- To recommend the award of Contract for the procurement of “Repair, Rehabilitation and Installation Works at DepEd RO IX, Balintawak, Pagadian City (Lot 2)” in favor of AJT CONSTRUCTION in the amount of Two Hundred Fifty Nine Thousand Three Hundred Sixty Three and 65/100 Pesos (PHP 259,363.65).

RESOLVED, at the BAC Office, Regional Government Center, Balintawak, Pagadian City this July 4, 2024.



region9@depd.gov.ph
(062) 945-3329 | 09482076710 | 09152475207
www.depedro9.info | www.ro9-deped.com
www.facebook.com/DEPEDREGION9
Pres. Corazon C. Aquino Regional Government Center, Balintawak, Pagadian City, 7016



Republic of the Philippines

Department of Education

REGIONAL OFFICE IX, ZAMBOANGA PENINSULA


I HEREBY CERTIFY THE CORRECTNESS OF THE AFOREMENTIONED RESOLUTION.

Prepared by:


JERRY M. IJIRANI
RBAC Secretariat

PROVISIONAL MEMBERS:


SHULAMITE GRACE A. BLANCO
End-User Representative


ENGR. ORLANDO B. JARALES, JR.
TWG

REGULAR MEMBERS:


LUCMAN L. MANUPAC
RBAC Member


JHONIE D. GUMILAO
RBAC Member


RUEL A. SALDUA
RBAC Member (Alternate)


ALHADZMAR A. LANTAKA
RBAC Vice Chairman

Recommending Approval:


GREGORIO CYRUS R. ELEJORDE, CESO V
RBAC Chairman

APPROVED: []
DISAPPROVED: []


RUTH L. FUENTES, CESO IV
Regional Director

BAC RESOLUTION NO. 2024-05-086-B