



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

NOTICE TO PROCEED

July 29, 2024

RICARDO S. ALAJEÑO

Proprietor / General Manager
ALAJEÑO CONSTRUCTION AND SUPPLIES
Buenavista, Pagadian City

Sir:

The attached Contract Agreement having been approved, notice is hereby given to ALAJEÑO CONSTRUCTION AND SUPPLIES that work may commence on the "Repair, Rehabilitation, Maintenance and Installation Works at the National Educators Academy of the Philippines (NEAP-R IX) Facilities, Tiguma, Pagadian City (Lot 3)", effective on date reckoned from receipt of this notice.

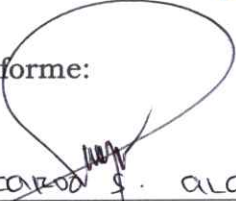
Upon receipt hereof, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

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:


RICARDO S. ALAJEÑO
Signature over Printed Name

Date: AUG. 6, 2024

RO-ASD-F048



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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-

ALAJEÑO CONSTRUCTION AND SUPPLIES, represented herein by its Proprietor MR. RICARDO S. ALAJEÑO with office address at Buenavista, Pagadian City hereinafter referred to as the "SECOND PARTY".

WITNESSETH

WHEREAS, the FIRST PARTY is desirous that the SECOND PARTY execute "Repair, Rehabilitation, Maintenance and Installation Works at the National Educators Academy of the Philippines (NEAP-R IX) Facilities, Tiguma, Pagadian City (Lot 3)" (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 Million Eight Hundred Three Thousand Two Hundred Seventy Six & 8/100 Pesos (Php 2,803,276.08) hereinafter called "CONTRACT PRICE", detailed as follows:

	Description	Amount (Php)
1 Lot	Bldg. C: Removal & Replacement Works/Pipes repair-installation & CR/Roofing replacement & Stage repair/Ceiling-Metal Furring/ Wall & Ceiling partition/Tiles/Electrical Wirings/Painting/Machine Rental	2,803,276.08
	Bldg. L: Removal & Replacement Works/Pipes repair-installation & CR/Roofing replacement, gutter-flashing /Ceiling-repair/ Wall Partition/Tiles/Electrical Wirings/Painting/Machine Rental	
	Bldg. M: Removal & Replacement Works/Plumbing Pipes repair- installation & CR-repair/Replacement of Ceiling board/Partition/Tiles/Electrical Wirings/Painting/Clear glass installation/ Machine Rental	
	Bldg. G: Removal & Replacement Works/Plumbing Pipes repair- installation & CR-repair/Roofing replacement, gutter-flashing /Metal Furring Ceiling-repair/Partition/Tiles/Electrical, Wirings/Painting/ Machine Rental	

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:


WARREN Y. INDOC

Witness for First Party



DR. RUTH L. FUENTES, CESO IV

First Party


MR. RICARDO S. ALAJEÑO

Second Party


Witness for Second Party

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
 - 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 within **ONE HUNDRED FIVE (105)** calendar days 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 the National Educators Academy of the Philippines (NEAP-R IX), Tiguma, 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:


WARENY. INDOC
Witness for First Party


DR. RUTH L. FUENTES, CESO IV
First Party


MR. RICARDO S. ALAJEÑO
Second Party

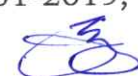

Witness for Second Party

- 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 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.

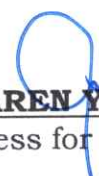


IN WITNESS WHEREOF, the parties hereunto have affixed their respective signatures this _____ day of _____ 2024, at _____, Philippines.


DR. RUTH L. FUENTES, CESO IV
First Party


MR. RICARDO S. ALAJEÑO
Second Party

SIGNED IN THE PRESENCE OF:


WARREN Y. INDOC
Witness for First Party



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 _____, 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. RICARDO S. ALAJEÑO</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 five (5) 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.

ATTY. CRISTER VINCENT Y. TINGCANG
Notary Public
Until _____
PLF NO. 3903907/12-22-2023
IBP NO. 27950/1-9-2023
ROA NO. 72653
MCLE Compliance No. VII-002673
3287 Rizal Avenue Pagadian City

Doc. No. 88
Page No. 18
Book No. 11
Series of 2024

WAREN Y. INDOC
Witness for First Party

DR. RUTH L. FUENTES, CESO IV
First Party

MR. RICARDO S. ALAJEÑO
Second Party

Witness for Second Party



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

NOTICE OF AWARD

July 5, 2024

RICARDO S. ALAJEÑO

Proprietor / General Manager
ALAJEÑO CONSTRUCTION AND SUPPLIES
Buenavista, Pagadian City

Sir:

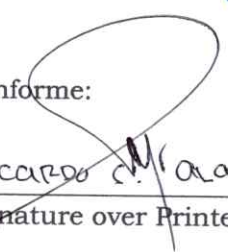
We are happy to inform you that your Bid dated June 28, 2024, for execution of the "Repair, Rehabilitation, Maintenance and Installation Works at the National Educators Academy of the Philippines (NEAP-R IX) Facilities, Tiguma, Pagadian City (Lot 3)" for the Contract Price equivalent to Two Million Eight Hundred Three Thousand Two Hundred Seventy Six and 08/100 Pesos (PHP 2,803,276.08), 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,


DR. RUTH L. FUENTES, CESO IV
Regional Director

Conforme:


RICARDO S. ALAJEÑO
Signature over Printed name

Date: _____

RO-ASD-F044



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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. 2024-05-087-C)
**RESOLUTION DECLARING THE SINGLE CALCULATED AND RESPONSIVE
BIDDER AND RECOMMENDING AWARD OF CONTRACT FOR THE
REPAIR, REHABILITATION, MAINTENANCE AND INSTALLATION WORKS AT THE
NATIONAL EDUCATORS ACADEMY OF THE PHILIPPINES (NEAP-R IX)
FACILITIES, TIGUMA, PAGADIAN CITY (LOT 3)**

WHEREAS, the Bids and award Committee of the Department of Education Region IX, Zamboanga Peninsula posted the Invitation to Bid for the “Repair, Rehabilitation, Maintenance and Installation Works at the National Educators Academy of the Philippines (NEAP-R IX) Facilities, Tiguma, Pagadian City (Lot 3)” with an Approved Budget for the Contract (ABC) of Two Million Eight Hundred Twenty Three Thousand Five Hundred Seventy Five and 18/100 Pesos (Php 2,823,575.18) 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, ALAJEÑO CONSTRUCTION responded;

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

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

Bidder	Total Bid in PHP
ALAJEÑO CONSTRUCTION	2,803,276.08

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

Bidder	Total Bid in PHP
ALAJEÑO CONSTRUCTION	2,803,276.08

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 ALAJEÑO CONSTRUCTION with the Single Calculated and Responsive Bid;

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

- a. To declare ALAJEÑO CONSTRUCTION as the Bidder with the Single Calculated and Responsive Bid, and;
- b. To recommend the award of Contract for the procurement of “Repair, Rehabilitation, Maintenance and Installation Works at the National Educators Academy of the Philippines (NEAP-R IX) Facilities, Tiguma, Pagadian City (Lot 3)” in favor of ALAJEÑO CONSTRUCTION in the amount of Two Million Eight Hundred Three Thousand Two Hundred Seventy Six and 08/100 Pesos (PHP 2,803,276.08).



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

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

I HEREBY CERTIFY THE CORRECTNESS OF THE AFOREMENTIONED RESOLUTION.

Prepared by:

For
JERRY M. JIRANI
RBAC Secretariat

PROVISIONAL MEMBERS:


EDGARDO D. GAVENIA
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. 2024-05-087-C



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