



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

## NOTICE OF AWARD

August 30, 2024

**JOSEPHINE C. TEJAMO**

Proprietor  
CPIN BUILDERS  
Purok Nangka, Lenienza  
Pagadian City


Madam:

We are happy to inform you that your Bid dated July 30, 2024 for execution of the "Repair, Rehabilitation and Maintenance of National Educators Academy of the Philippines (NEAP R-IX) Facilities, Tiguma, Pagadian City; LOT – 2", for the Contract Price equivalent to Two Million One Hundred Thirteen Thousand Seven Hundred Eighty Eight & 9/100 Pesos (PHP 2,113,788.09) 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:

  
**JOSEPHINE C. TEJAMO**

Signature over Printed name

Date: SEPT. 2, 2024



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Pres. Corazon C. Aquino Regional Government Center, Balintawak, Pagadian City, 7016

Doc. Ref. Code	RO-ASD-F044	Rev	00
Effectivity	11.23.2023	Page	1 of 1



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-

**CPIN BUILDERS**, represented herein by its Proprietor **MS. JOSEPHINE C. TEJAMO** with office address at Purok Nangka, Lenienza, Pagadian City hereinafter referred to as the "**SECOND PARTY**".

WITNESSETH

**WHEREAS**, the **FIRST PARTY** is desirous that the **SECOND PARTY** execute "**Repair, Rehabilitation and Maintenance of National Educators Academy of the Philippines (NEAP R-IX) Facilities, Tiguma, 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 Million One Hundred Thirteen Thousand Seven Hundred Eighty Eight & 9/100 Pesos (PHP 2,113,788.09) hereinafter called "**CONTRACT PRICE**", detailed as follows:

	Description	Contract Period	Amount (Php)
1 Lot	Bldg. B3 Painting/Door replacement/ Ceiling / Partition / CR/ Electrical Wirings/ Plumbing pipes installation	105 CD	2,113,788.09
	Bldg. N Removal & Replacement Works/Pipes repair- Dorm. & CR/Roofing & Floor Cee-purlins/ Ceiling-Metal Furring/ Tiles/ Electrical Fixtures/Painting /Machine Rental.		
	Bldg. O Cutting of Trees/Replacement of Roofing Sheets/ Metal Furring- Ceiling/Walling/Tiles/Electrical Wirings/ Gutter-Flashing/Plumbing Works/Painting Works/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:

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);

WARENY. INDOC

Witness for First Party

DR. RUTH L. FUENTES, CESO IV

First Party

MS. JOSEPHINE C. TEJAMO

Second Party

Witness for Second Party



  
**WARREN Y. INDOC**

Witness for First Party

  
**DR. RUTH L. FUENTES, CESOV IV**

First Party

  
**MS. JOSEPHINE C. PEGAMO**

Second Party

  
**VINELIO G. DASIPONG**

Witness for Second Party

- 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 conform 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 the National Educators Academy of the Philippines (NEAP R-IX) Facilities, 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:
- 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. 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.
9. 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.
10. 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 3RD day of SEPTEMBER 2024, at PAGADIAN CITY, Philippines.

  
**DR. RUTH L. FUENTES, CESO IV**  
First Party

  
**MS. JOSEPHINE C. TEJAMO**  
Second Party

**SIGNED IN THE PRESENCE OF:**

  
**WARREN Y. INDOC**  
Witness for First Party

  
**VI R G I L I O G. C A S I P O N G**  
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  
3RD day of SEPTEMBER, 2024, personally appeared:

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

	NAME	NUMBER	ISSUED ON	ISSUED AT
FIRST PARTY	DR. RUTH L. FUENTES			
SECOND PARTY	MS. JOSEPHINE C. TEJAMO			

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.

ATTY. REINERIO B. RAMAS  
Notary Public  
Until December 31, 2024  
Roll of Attorney No. 23316  
IBP O.R No. 168178; 1/3/24  
PTR No. 5906782; 1/2/24  
Pagadian City, Zamboanga del Sur

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

## NOTICE TO PROCEED

September 5, 2024

**JOSEPHINE C. TEJAMO**

Proprietor  
CPIN BUILDERS  
Purok Nangka, Lenienza  
Pagadian City

Madam:

The attached Contract Agreement having been approved, notice is hereby given to CPIN BUILDERS that work may commence on the "Repair, Rehabilitation and Maintenance of National Educators Academy of the Philippines (NEAP R-IX) Facilities, Tiguma, Pagadian City; LOT – 2", 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:

JOSEPHINE C. TEJAMO

Signature over Printed name

Date: Sep. 10, 2024



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