

Repair/Replacement of the old and existing tiles and the installation of the new tiles for DepEd RO-IX Office (Main Building) at Regional Government Center, Balintawak, Pagadian City
Contract No. 2024-09-194

WAREN Y. INDOC
Witness for First Party

RUTH L. FUENTES, CESO III
First Party

ENGR. AMMAR YAZIED U. SINDATOC
Second Party

AMMAR Y. SINDATOC
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 **RUTH L. FUENTES, CESO III**, Regional Director, with office address at Regional Government Center, Balintawak, Pagadian City, Philippines, herein now referred to as the **"FIRST PARTY"**.
-and-

AYUS BUILDERS AND ENTERPRISES, represented herein by its Proprietor **ENGR. AMMAR YAZIED U. SINDATOC** with office address at New Labangan, Labangan, Zamboanga del Sur hereinafter referred to as the **"SECOND PARTY"**.

WITNESSETH

WHEREAS, the **FIRST PARTY** is desirous that the **SECOND PARTY** execute **"Repair/Replacement of the old and existing tiles and the installation of the new tiles for DepEd RO-IX Office (Main Building) at Regional Government Center, Balintawak, Pagadian City"** (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 Thirty Nine Thousand Seven Hundred Forty Eight & 99/100 Pesos (PHP 2,839,748.99) 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. 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


WARREN V. INDOC

Witness for First Party

23/12/202

RUTH L. FUENTES, CESOS III

First Party


ENGR. AMMAR YAZEED U. SINDATOC

Second Party


AMMAR U. SINDATOC

Witness for Second Party

- 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 within **Two Hundred Eighty-Five (285) calendar days** at the DepEd RO-IX Office (Main Building), 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. The **FIRST PARTY** may grant time extension, at its discretion if based on meritorious grounds with or without liquidated damages. In all cases, the request for extension should be submitted before lapse of the original contract period.
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 23rd day of December 2024, at PAKODIP CITY, Philippines.

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:
Date: 2024.12.23
13:56:04
+08'00'

RUTH L. FUENTES, CESO III
First Party

ENGR. AMMAR YAZEED U. SINDATOC
Second Party

SIGNED IN THE PRESENCE OF:

WAREN Y. INDOC
Witness for First Party

Witness for Second Party

WARREN Y. INDOC

Witness for First 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)

23/12/2024

RUTH L. FUENTES, CESO III

First Party

NAME	NUMBER	ISSUED ON	ISSUED AT
<u>RUTH L. FUENTES, CESO III</u>	_____	_____	_____
<u>ENGR. AMMAR YAZEED U. SINDATOC</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.

Notary Public

ENGR. AMMAR YAZEED U. SINDATOC

Second Party

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Amari U. Sindatoc

Witness for Second Party



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

NOTICE TO PROCEED

December 23, 2024

ENGR. AMMAR YAZEED U. SINDATOC

Proprietor
AYUS BUILDERS AND ENTERPRISES
New Labangan, Labangan
Zamboanga del Sur

Sir:

The attached Contract Agreement having been approved, notice is hereby given to AYUS BUILDERS AND ENTERPRISES that work may commence relative to the "Repair/Replacement of the old and existing tiles and the installation of the new tiles for DepEd RO-IX Office (Main Building) at Regional Government Center, Balintawak, Pagadian City", effective from the date of receipt hereof.

Accordingly, 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 copy to the DepEd RO IX, Regional Government Center, Balintawak, Pagadian City.

Very truly yours,

RUTH L. FUENTES, CESO III

Regional Director

Conforme:

Engr. Ammar Yazeed U. Sindatoc

Signature over Printed name

Date: 12/26/24



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

Doc. Ref. Code	RO-ASD-F048	Rev	00
Effectivity	11.23.2023	Page	1 of 1





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

NOTICE OF AWARD

December 13, 2024

ENGR. AMMAR YAZEED U. SINDATOC

Proprietor

AYUS BUILDERS AND ENTERPRISES

New Labangan, Labangan

Zamboanga del Sur

Sir:


We are pleased to inform you that your Bid dated November 21, 2024 for execution of the *"Repair/Replacement of the old and existing tiles and the installation of the new tiles for DepEd RO-IX Office (Main Building) at Regional Government Center, Balintawak, Pagadian City"* for the Contract Price equivalent to Two Million Eight Hundred Thirty Nine Thousand Seven Hundred Forty Eight & 99/100 Pesos (PHP 2,839,748.99) as corrected and modified in accordance with the Instructions to Bidders is hereby accepted.

Accordingly, 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.


RUTH L. FUENTES, CESO III

Regional Director

Conforme:


Engr. Ammar Yazeed U. Sindatoc
Signature over Printed name

Date: 12/16/24



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

(BAC RESOLUTION NO. 2024-09-194)

RESOLUTION DECLARING THE SINGLE CALCULATED AND RESPONSIVE
BIDDER AND RECOMMENDING AWARD OF CONTRACT FOR THE
REPAIR/REPLACEMENT OF THE OLD AND EXISTING TILES AND THE
INSTALLATION OF THE NEW TILES FOR DEPED RO-IX OFFICE (MAIN
BUILDING) AT REGIONAL GOVERNMENT CENTER, BALINTAWAK, PAGADIAN
CITY

WHEREAS, the Bids and award Committee of the Department of Education Region IX, Zamboanga Peninsula posted the Invitation to Bid for the “Repair/ Replacement of the old and existing tiles and the installation of the new tiles for DepEd RO-IX Office (Main Building) at Regional Government Center, Balintawak, Pagadian City” with a total Approved Budget for the Contract (ABC) of Two Million Eight Hundred Forty Six Thousand Two Hundred Ninety Four & 89/100 Pesos (Php 2,846,294.89) in the Philippine Government Electronic Procurement System (PhilGEPS) and DepEd RO-IX websites and in a conspicuous place at the premises of DepED RO-IX;

WHEREAS, the opening of bids conducted on November 21, 2024 resulted in:

BIDDER	Abstract of Bid as Read
AYUS BUILDERS ENTERPRISES	Php 2,839,748.99

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

BIDDER	Abstract of Bid as Read
AYUS BUILDERS ENTERPRISES	Php 2,839,748.99

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 AYUS BUILDERS ENTERPRISES 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 AYUS BUILDERS ENTERPRISES as the Bidder with the Single Calculated and Responsive Bid, and;
- b) To recommend the award of Contract for the procurement of “Repair/ Replacement of the old and existing tiles and the installation of the new tiles for DepEd RO-IX Office (Main Building) at Regional Government Center, Balintawak, Pagadian City” in favor of AYUS BUILDERS ENTERPRISES in the amount of Two Million Eight Hundred Thirty Nine Thousand Seven Hundred Forty Eight & 99/100 Pesos (PHP 2,839,748.99).

RESOLVED, at the BAC Office, Regional Government Center, Balintawak, Pagadian City this December 12, 2024.



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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 MEMBER:

GRETE BENEDICT C. CONCEPCION
End-User Representative

TWG:

ENGR. MA EDEN G. ASPIRAS
Infra, School Furniture and TVL

REGULAR MEMBERS:

LUCMAN L. MANUPAC, EdD
RBAC Member

ATTY. TRIxie MARCEL H. PENALES
RBAC Member

JHONIE D. GUMILAO
RBAC Member

Recommending Approval:

ALHADZMAR A. LANTAKA, EdD
RBAC Vice Chairman

APPROVED: []
DISAPPROVED: []

RUTH L. FUENTES, CESO III
Regional Director



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