



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

NOTICE TO PROCEED

July 29, 2024

CHERRYL MAYOL CASINILLO

Manager
SMP General Merchandise
Balangasan, Pagadian City

Madam:

The attached Contract Agreement having been approved, notice is hereby given to SMP General Merchandise that work may commence on the "Procurement of Office Supplies and Equipment not available at PS-DBM (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:

CHERYL M. CASINILLO
Proprietor

Signature over Printed Name

Date: 2-6-24

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-

SMP GENERAL MERCHANDISE, represented herein by its Manager **MS. CHERRYL MAYOL CASINILLO** with office address at Balangasan, Pagadian City hereinafter referred to as the "**SECOND PARTY**".

WITNESSETH

WHEREAS, the FIRST PARTY invited Bids for certain Goods and Ancillary Services, particularly "**Procurement of Office Supplies and Equipment not available at PS-DBM (Lot 2)**" and has accepted a Bid by SECOND PARTY for the supply of those goods and services in the sum of Sixty Thousand Nine Hundred Pesos (PHP 60,900.00) 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 submission after the contract execution, such as the Notice to

WARREN Y. INDOC
Witness for First Party

DR. RUTH L. FUENTES, CESO IV
First Party

MS. CHERRYL MAYOL CASINILLO
Second Party

Witness for Second Party

WARREN Y. INDOC

Witness for First Party

DR. RUTH L. FUENTES, CESO IV

First Party

MS. CHERRY L MAYOL CASINILLO

Second Party

Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. That the following are the details based on the Price Schedule as modified and corrected of the amount awarded and/or goods to be delivered by the second party:


Item	Description	Quantity	Brand	Unit Price	Total Price
1	FIRE EXTINGUISHER , dry chemical, 4.5 kg	1	TIGRONYX	3,950.00	3,950.00
2	BINDING AND PUNCHING MACHINE 50 mm binding capacity Equipped with two (2) hand lever system for punching and binding 330mm punching width and adjustable to any format Manual binding capacity: 425 sheets of paper Punching Capacity: at least 15 sheets of paper	4	COMIX (B2938)	11,500.00	46,000.00
3	PAPER TRIMMER/CUTTER 18x15 Inch Size & Spec.: A3, 665x405x75mm Trimming Capacity: 12 Sheets Sharp Blade Trimmer Material: Steel - Full measure print - Adjustable paper stop - Anti slip feet for stability - Sharp blade for easy cut - Safe locking clip on handle to ensure using safety - High-quality steel base for durability and long- term use - Ergonomic design for comfortable and effortless using experience	2	DELI #8012	3,500.00	7,000.00
4	Heavy Duty Aluminum Ladder, Dual Ladder * DIMENSIONS (W x H x D CM) Closed 63.0 x 182.9 x 12.5 * Straight 63.0 x 365.76 x 6.25 * Weight of ladder: 8.0kg	1	GOLDEN DRAGON	3,950.00	3,950.00
TOTAL					60,900.00

4. The Goods referred to in this Contract shall be delivered within **FORTY-FIVE (45) 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.
5. 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


WARENY Y. INDOC
Witness for First Party


DR. RUTH L. FUENTES, CESO IV
First Party


MS. CHERRY L. MAYOL CASINILLO
Second Party


Witness for Second Party

implementation, to monitor and assess SECOND PARTY's capacity to discharge its contractual obligations.

6. The goods must conform to and comply with the standards mentioned in Section VI. Schedule of Requirements of the Bidding Documents and must be in accordance with the technical specifications.
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. 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.
9. The FIRST PARTY shall pay the SECOND PARTY in consideration for full and faithful performance of its obligations of the total CONTRACT PRICE;
 - a. 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.
10. 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.
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 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 26th day of July 2024, at _____, Philippines.


DR. RUTH L. FUENTES, CESO IV
First Party


MS. CHERRYL MAYOL CASINILLO
Second Party

SIGNED IN THE PRESENCE OF:


WARREN Y. INDOC
Witness for First Party


PHOEBE
Witness for Second Party

WAREN 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)

	NAME	NUMBER	ISSUED ON	ISSUED AT
FIRST PARTY	<u>DR. RUTH L. FUENTES</u>	_____	_____	_____
SECOND PARTY	<u>CHERRYL MAYOL CASINILLO</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. REINERIO B. RAMAL
Notary Public
Until December 31, 2024
Roll of Attorney's No. 28516
IBP O.R. No. 168178; 1/3/24
*TRN# 5005722; 4/7/24

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DR. RUTH L. FUENTES, CESO IV
First Party

MS. CHERRYL MAYOL CASINILLO
Second Party

Witness for Second Party



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

NOTICE OF AWARD

July 5, 2024

CHERRYL MAYOL CASINILLO

Manager
SMP General Merchandise
Balangasan, Pagadian City


Madam:

We are happy to inform you that your Bid dated June 25, 2024, for execution of the “Procurement of Office Supplies and Equipment not available at PS-DBM (Lot 2)” for the Contract Price equivalent to Sixty Thousand Nine Hundred Pesos (PHP 60,900.00), 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.

Very truly yours,


DR. RUTH L. FUENTES, CESO IV
Regional Director

Conforme:

JOHANNA A. PLANDO
SMP Staff

Signature over Printed name

Date: 7-8-24

RO-ASD-F044



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

(BAC RESOLUTION NO. 2024-06-132-B)
**RESOLUTION DECLARING THE SINGLE CALCULATED AND RESPONSIVE
BIDDER AND RECOMMENDING AWARD OF CONTRACT FOR THE
PROCUREMENT OF OFFICE SUPPLIES AND EQUIPMENT
NOT AVAILABLE AT PS-DBM (LOT 2)**

WHEREAS, the Bids and award Committee of the Department of Education Region IX, Zamboanga Peninsula posted the Invitation to Bid for the “Procurement of Office Supplies and Equipment not available at PS-DBM (Lot 2)” with an Approved Budget for the Contract (ABC) Sixty Five Thousand Three Hundred Eighty One and 27/100 Pesos (Php 65,381.27) 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, SMP GENERAL MERCHANDISE responded;

WHEREAS, on June 27, 2024, the scheduled opening of bids, SMP GENERAL MERCHANDISE, passed the preliminary examination of bids;

WHEREAS, the bid proposal of SMP GENERAL MERCHANDISE was found to be substantially complying:

Bidder	Total Bid in PHP
SMP GENERAL MERCHANDISE	60,900.00

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

Bidder	Total Bid in PHP
SMP GENERAL MERCHANDISE	60,900.00

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 SMP GENERAL MERCHANDISE 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 SMP GENERAL MERCHANDISE as the Bidder with the Single Calculated and Responsive Bid, and;
- b. To recommend the award of Contract for the procurement of “Procurement of Office Supplies and Equipment not available at PS-DBM (Lot 2)” in favor of SMP GENERAL MERCHANDISE in the amount of Sixty Thousand Nine Hundred Pesos (PHP 60,900.00).

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

(Handwritten signatures of BAC members)



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

I HEREBY CERTIFY THE CORRECTNESS OF THE AFOREMENTIONED RESOLUTION.

Prepared by:

For
JERRY M. JIRANI
RBAC Secretariat

PROVISIONAL MEMBERS:


NEIL B. LASALA
End-User Representative


EDGARDO D. GAVENIA
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. 2024-06-132-B