



Republic of the Philippines  
Department of Education  
Region VIII  
SCHOOLS DIVISION OF TACLOBAN CITY

Date: **15 MAY 2024**

**NOTICE TO PROCEED**

**MARK EFREN E. MERILO**

Proprietor  
Haiyan Peak Development Corp.  
Maharlika Highway Brgy. Bislig  
Tanauan, Leyte

Dear Mr. Merilo:

The attached Contract Agreement having been approved, notice is hereby given that the service and delivery on the project: **PROCUREMENT OF FOOD, VENUE & ACCOMMODATION: DIVISION TRAINING OF SCHOOL TRAINERS ON THE MATATAG CURRICULUM FOR TEACHERS AND SCHOOL LEADERS**, effective on **May 20-24, 2024, or on the date of activity**.

Upon receipt of this notice, you are responsible for performing your obligations 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 both copies in the space provided below. Keep one copy and return the other to the Department of Education-Division of Tacloban City, Real St., Tacloban City.

Very truly yours,

**SHERLITA A. PALMA EdD, CESO VI**  
Schools Division Superintendent

**Received By:**

I acknowledge receipt of this Notice on:

Name of the Bidder/Representative:

Authorized Signature:



Schools Division of Tacloban City, Brgy. 54 Real Street, Tacloban City, Leyte 6500  
Facebook Page: DepEd Tayo Tacloban City Official email: [sdotaclobancity@deped.gov.ph](mailto:sdotaclobancity@deped.gov.ph)



Republic of the Philippines  
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**CONTRACT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of **09 MAY 2024** 2024 between **DepEd Division of Tacloban City**, Real Street, Tacloban City (hereinafter called "the Entity") of the one part and **Haiyan Peak Development Corporation**, Maharlika Highway Brgy. Bislig, Tanauan, Leyte. (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **PROCUREMENT OF FOOD, VENUE & ACCOMMODATION: DIVISION TRAINING OF SCHOOL TRAINERS ON THE MATATAG CURRICULUM FOR TEACHERS AND SCHOOL LEADERS** and has accepted a Bid/Offer by the Supplier for the supply of those goods and services in the sum of **ONE MILLION FIVE HUNDRED SEVENTY-SIX THOUSAND FIFTY PESOS ONLY [Php 1,576,050.00]** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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; and
  - iv. Supplemental or Bid Bulletins, if any
- b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;


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



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3. In consideration for the sum of **ONE MILLION FIVE HUNDRED SEVENTY-SIX THOUSAND FIFTY PESOS ONLY [Php 1,576,050.00]** or such other sums as may be ascertained, **HAIYAN PEAK DEVELOPMENT CORPORATION** agrees to supply/deliver **FOOD, VENUE & ACCOMMODATION** for **DIVISION TRAINING OF SCHOOL TRAINERS ON THE MATATAG CURRICULUM FOR TEACHERS AND SCHOOL LEADERS** the on **May 20-24, 2024**, and in accordance with its Bid.
4. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. When the Supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed good scheduled for delivery for everyday of delay until such goods are finally delivered and accepted by the procuring entity concerned.
6. The Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the Supplier, or collected from any securities or warranties posted by the Supplier, whichever is convenient to the procuring entity concerned. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the procuring entity concerned may rescind the contract and imposed appropriate sanctions over and above the liquidated damages to be paid.
7. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

  
**SHERLITA A. PALMA EdD, CESO VI**  
Schools Division Superintendent  
for:  
**DepEd Division of Tacloban City**

  
**MARK EFREN E. MERILO**  
Proprietor  
for:  
**Haiyan Peak Development Corporation**



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Funds Available:

**MA. NESSA HOMERES**  
Accountant III

SIGNED IN THE PRESENCE OF

**MERIAM M. GUALDAPA**  
Entity's Witness

**KIRBY ABANDO**  
Supplier's Witness

**ACKNOWLEDGMENT**

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

BEFORE ME, personally appeared

Name

Competent Evidence of Identity

**SHERLITA A. PALMA EdD, CESO VI**

**PRC 16 0558381**

**MARK EFREN E. MERILO**

Known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed and that of the offices they respectively represent.

The foregoing instrument is a Contract Agreement consisting of three (3) pages including this page on which this Acknowledgement is written and signed by the parties hereto and their instrumental witnesses on the left margin of each and every page hereof.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2024 at  
**TANAUAN, LEYTE**

Doc. No. **86**;  
Page No. **19**;  
Book No. **12**;  
Series of 2024.

**ATTY ISAGANI S. ESPADA**  
Notary Public  
Until December 31, 2024  
NC No. 2023-01-63  
Roll of Attorneys No. 41391  
IBP No. 364930; 01-06-2024  
PTR No. 8713009; 01-02-2024



Schools Division of Tacloban City, Brgy. 54 Real Street, Tacloban City, Leyte 6500  
Facebook Page: DepEd Tayo Tacloban City Official email: sdotaclobancity@deped.gov.ph



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Date: 02 MAY 2024

NOTICE OF AWARD

**MARK EFREN E. MERILO**  
Proprietor  
Haiyan Peak Development Corp.  
Maharlika Highway Brgy. Bislig  
Tanauan, Leyte

Dear Mr. Merilo:

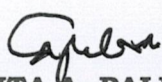
Please be informed that your bid offer for the **PROCUREMENT OF FOOD, VENUE & ACCOMMODATION: DIVISION TRAINING OF SCHOOL TRAINERS ON THE MATATAG CURRICULUM FOR TEACHERS AND SCHOOL LEADERS** at a contract price equivalent to **ONE MILLION FIVE HUNDRED SEVENTY-SIX THOUSAND FIFTY PESOS ONLY [Php 1,576,050.00]** is hereby accepted.

In view thereof, you are to formally enter into a contract with the Agency within ten (10) days from receipt of this Notice to Award and to submit the Performance Security required in accordance with the following schedules:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, That it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

Failure to enter into the said contract and to provide the Performance Security within the prescribed period shall constitute a sufficient ground for cancellation of this award and forfeiture of your Bid Security.

Very truly yours,

  
**SHERLITA A. PALMA EdD, CESO VI**  
Schools Division Superintendent

Awards Accepted by:

  
(Contractor's Signature over Printed Name)

Date: \_\_\_\_\_



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