

Department of Education

Region VIII

SCHOOLS DIVISION OF TACLOBAN CITY

Date: NOV 1 9 2024

NOTICE TO PROCEED

MYLA MARTHA M. CINCO

Proprietor M Grand Royale Resort Block 6 Lot 12 -13, Executive Heights Brgy. Guinsorongan Catbalogan, Samar

Dear Ms. Cinco:

The attached Contract Agreement having been approved, notice is hereby given that the service and delivery on the project: PROCUREMENT OF FOOD, VENUE & ACCOMMODATION FOR (A) Development, and Quality Assurance of NLC Matatag-Based Intervention Materials for English and Science Instructions (B) Finalization of NLC Matatag-Based Intervention Materials for English and Science Instructions, effective on November 24-28, 2024, and December 5-7, 2024 respectively, 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,

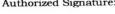
SHERLITA A. PALMA EdD, CESO VI Schools Division Superintendent

Received By:

I acknowledge receipt of this Notice on:

Name of the Bidder/Representative:

Authorized Signature:









Department of Education

Region VIII

SCHOOLS DIVISION OF TACLOBAN CITY

CONTRACT AGREEMENT

THIS AGREEMENT made this ____ day of ____ 2024 between **DepEd Division of Tacloban City**, Real Street, Tacloban City (hereinafter called "the Entity") of the one part and **M Grand Royale Resort**, Block 6 Lot 12-13, Executive Heights Brgy. Guinsorongan, Catbalogan, Samar. (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 FOR (A) Development, and Quality Assurance of NLC Matatag-Based Intervention Materials for English and Science Instructions (B) Finalization of NLC Matatag-Based Intervention Materials for English and Science Instructions and has accepted a Bid/Offer by the Supplier for the supply of those goods and services in the sum of TWO MILLION ONE HUNDRED FIFTY-FOUR THOUSAND TWO HUNDRED FORTY PESOS ONLY [Php 2,154,240.00] (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 TWO MILLION ONE HUNDRED FIFTY-FOUR THOUSAND TWO HUNDRED FORTY PESOS ONLY [Php 2,154, 240.00] or such other sums as may be ascertained, M GRAND ROYALE RESORT agrees to supply/deliver FOOD, VENUE & ACCOMMODATION FOR (A) Development, and Quality Assurance of NLC Matatag-Based Intervention Materials for English and Science Instructions (B) Finalization of NLC Matatag-Based Intervention Materials for English and Science Instructions the on November 24-28, 2024 and December 5-7, 2024 respectively, 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

MYLA MARTHA M. CINCO

Proprietor for:

M Grand Royale Resort







Department of Education

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Funds Available:

HELEN M. GONZAGA

OIC-Accountant III

SIGNED IN THE PRESENCE OF:

Supplier's Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) CITY OF CATBALOGAN CITY, SAMAR) S.S.

BEFORE ME, personally appeared

Name

Competent Evidence of Identity

SHERLITA A. PALMA EdD, CESO VI

PRO 10 \$ 0358381

MYLA MARTHA M. CINCO

Tin 182.782-784

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 matigin of each and every page hereof.

CATBALOGAN CITY, SAMAR and and seal this

day of NOV 1 8 2024 2024 at

Doc. No. 8717;

Page No. Qo7;

Series of 2024.

Book No. XVII;

ASU-IT, CPA

realber 27, 2023 at Par IBP No. 375183, is PTR No. 8966918, issued on lanuary 92, 2024 at Ca







SCHOOLS DIVISION OFFICE OF TACLOBAN

BAC Resolution No.

Recommending Award of Contract for the Procurement of Food, Venue and Accommodation for Project Titled "Development and Quality Assurance of NLC Based MATATAG-Based Intervention Materials for English and Science Instruction and Finalization of NLC MATATAG-Based Intervention Materials for English and Science Instructions" Section 37.1 of the Revise Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184

Whereas, the Department of Education of Tacloban City Division, through the Bids and Awards Committee, conducted a competitive bidding for the project titled "Development and Quality Assurance of NLC Based MATATAG-Based Intervention Materials for English and Science Instruction and Finalization of NLC MATATAG-Based Intervention Materials for English and Science Instructions" with an Approved Budget Contract price of Two Million One Hundred Seventy-six Thousand Pesos (Php 2,176,000.00);

Whereas, during the bid opening of the above-mentioned project on November 4, 2024, only one (1) bidder submitted its bid for the above-mentioned project which is M Grand Royale Resort;

Whereas, during the opening of bids, M Garand Royale Resort was found to be compliant with the technical and financial components, with the lowest calculated bid amounting to Two Million One Hundred Fifty-four Thousand Two Hundred Forty Pesos (Php 2,154,240.00);

Whereas, during the post-qualification of the above-mentioned project, M Grand Royale Resort was found to be compliant with all the specification of the project; NOW, THEREFORE, We, the members of the Bids and Awards Committee, hereby

RESOLVE as it is hereby RESOLVED the following: a. AWARD OF CONTRACT to M Grand Royale Resort for the procurement of the project titled "Development and Quality Assurance of NLC Based MATATAG-Based Intervention Materials for English and Science Instruction and Finalization of NLC MATATAG-Based Intervention Materials for English and Science Instructions".

RESOLVED, at the Department of Education, Division of Tacloban City, this ____ day of NOV 17 2024.

Recommending Approval: FRANCISCO A. ANCHOJAS

Member

atty. Maria socorro t. pancipanci Member

MELANI D./ESCOBARTE Vice-Chair

T. MANAGBANAG HENRIETTA

Chair

Approved by:

SHERLITA A. PALMA, EdD, CESO VI

HOPE









Department of Education

Region VIII SCHOOLS DIVISION OF TACLOBAN CITY

Date: NOV 1 1 2024

NOTICE OF AWARD

MYLA MARTHA M. CINCO

Proprietor M Grand Royale Resort Block 6 Lot 12 -13, Executive Heights Brgy. Guinsorongan Catbalogan, Samar

Dear Ms. Cinco:

Please be informed that your bid offer for the PROCUREMENT OF FOOD, VENUE & ACCOMMODATION FOR (A) Development, and Quality Assurance of NLC Matatag-Based Intervention Materials for English and Science Instructions (B) Finalization of NLC Matatag-Based Intervention Materials for English and Science Instructions at a contract price equivalent to TWO MILLION ONE HUNDRED FIFTY-FOUR THOUSAND TWO HUNDRED FORTY PESOS ONLY [Php 2,154,240.00] 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. (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 	Five percent (5%)
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 b

myla mouth (Contractor's Signature over Printed Name) Date: へん、アンスム



