



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

Date: NOV 19 2024

NOTICE TO PROCEED

MARK EFREN E. MERILO

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

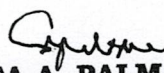
Dear Mr. Merilo:

The attached Contract Agreement having been approved, notice is hereby given that the service and delivery on the project: **PROCUREMENT OF FOOD, VENUE & ACCOMMODATION for (A) Workshop on the Development, and Quality Assurance of Development Story Books in Teaching Key Stage 1 Numeracy (B) Finalization of Developed Story Books in Teaching Key Stage 1 Numeracy**, effective on **December 2-4, 2024 and December 8-10, 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:

11 / 20 / 24
Mark Efren Merilo
Proprietor



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

Date: NOV 11 2024

NOTICE OF AWARD

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

Dear Mr. Merilo:

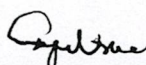
Please be informed that your bid offer for the **PROCUREMENT OF FOOD, VENUE & ACCOMMODATION FOR (A) Workshop on the Development, and Quality Assurance of Development Story Books in Teaching Key Stage 1 Numeracy (B) Finalization of Developed Story Books in Teaching Key Stage 1 Numeracy** at a contract price equivalent to **EIGHT HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED TEN PESOS ONLY [Php 892,510.00]** 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:

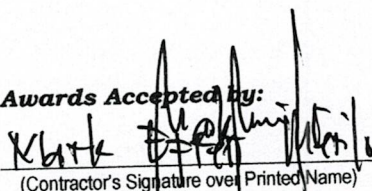
Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial 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: 11/12/24



Republic of the Philippines
Department of Education
Region VIII

SCHOOLS DIVISION OFFICE OF TACLOBAN

BAC Resolution No. 015- GOODS HIM - CY2024

Recommending Award of Contract for the Procurement of Food, Venue and Accommodation for Project Titled "Workshop on the Development, and Quality Assurance of Development Story Books in Teaching Key Stage 1 Numeracy and Finalization of Developed Story Books in Teaching Key Stage 1 Numeracy" Section 37.1 of the Revised 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 **"Workshop on the Development, and Quality Assurance of Development Story Books in Teaching Key Stage 1 Numeracy and Finalization of Developed Story Books in Teaching Key Stage 1 Numeracy"** with an Approved Budget Contract price of **Eight Hundred Ninety-Four Thousand Pesos (Php 894,000.00)**;

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 Haiyan Peak Development Corporation;

Whereas, during the opening of bids, Haiyan Peak Development Corporation was found to be compliant with the technical and financial components, with the lowest calculated bid amounting to **Eight Hundred Ninety-Two Thousand Five Hundred Ten Pesos (Php 892,510.00)**;

Whereas, during the post-qualification of the above-mentioned project, Haiyan Peak Development Corporation 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 Haiyan Peak Development Corporation for the procurement of the project titled **"Workshop on the Development, and Quality Assurance of Development Story Books in Teaching Key Stage 1 Numeracy and Finalization of Developed Story Books in Teaching Key Stage 1 Numeracy"**.

RESOLVED, at the Department of Education, Division of Tacloban City, this ____ day of ~~NOV 07~~ 2024, 2024.

Recommending Approval:
FRANCISCO A. ANCHOJAS
Member

MIGUEL JR. V. DUMAS
Member

ATTY. MARIA SOCORRO T. PANCIPANCI
Member

MELANI D. ESCOBARTE
Vice-Chair

HENRIETTA T. MANAGBANAG
Chair

Approved by:
SHERLITA A. PALMA, EdD, CESO VI
HOPE



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

CONTRACT AGREEMENT

THIS AGREEMENT made this ____ day of **NOV 15 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 for (A) Workshop on the Development, and Quality Assurance of Development Story Books in Teaching Key Stage 1 Numeracy (B) Finalization of Developed Story Books in Teaching Key Stage 1 Numeracy** and has accepted a Bid/Offer by the Supplier for the supply of those goods and services in the sum of **EIGHT HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED TEN PESOS ONLY [Php 892,510.00]** (hereinafter called "the Contract Price").

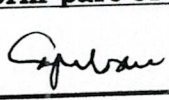
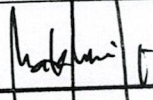
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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.**


 

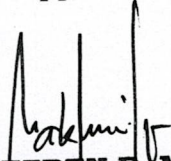


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3. In consideration for the sum of **EIGHT HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED TEN PESOS ONLY [Php 892,510.00]** or such other sums as may be ascertained, **HAIYAN PEAK DEVELOPMENT CORPORATION** agrees to supply/deliver **FOOD, VENUE & ACCOMMODATION** for (A) **Workshop on the Development, and Quality Assurance of Development Story Books in Teaching Key Stage 1 Numeracy** (B) **Finalization of Developed Story Books in Teaching Key Stage 1 Numeracy** the on **December 2-4, 2024 and December 8-10, 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


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



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

Funds Available:


HELEN M. GONZAGA
OIC-Accountant III

SIGNED IN THE PRESENCE OF:

Entity's Witness

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 ID # 0358381

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. 54;
Page No. 12;
Book No. 14;
Series of 2024.


ATTY. FEDERICO C. TIZON

Notary Public until December 31, 2025
Notarial Commission No. 2024-03-102
ROLL OF ATTORNEYS' No. 88735
IBP OR. No. 407697-01/08/2024; LEYTE CHAPTER
PTR No. 8712646-01/03/2024; TANAUAN, LEYTE
MCLE Compliance No. VIII-0009059
Tanauan, Leyte - 09535289351