



Republic of the Philippines
Department of Education
SCHOOLS DIVISION OF TACLOBAN CITY
Real Street, Tacloban City

NOTICE TO PROCEED

CY 2024 BEFF__REPAIR (BATCH 1) - 01
CY 2024 BASIC EDUCATION FACILITIES FUND (BEFF) REPAIR/REHABILITATION OF CLASSROOMS
PROGRAM - BATCH 1

Date: **24 SEP 2024**

VITO M. DE GUZMAN
VHITS D.G BUILDERS & ENTERPRISES
7th Street, Brgy. 13, Catbalogan City, Samar
09153776980


Dear Sir/Madam:

The attached Contract Agreement having been approved, notice is hereby given to VITO M. DE GUZMAN of VHITS D.G BUILDERS & ENTERPRISES that work may proceed on the CY 2024 BASIC EDUCATION FACILITIES FUND (BEFF) REPAIR/REHABILITATION OF CLASSROOMS PROGRAM - BATCH 1, for the **LOT 1 - PROPOSED REPAIR AND REHABILITATION OF BUILDING 1- TWO (2CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 4- ONE (1CL) - CLASSROOM SCHOOL BUILDING (DEPED STANDARD SB) -(7.00m x 9.00m), BUILDING 5- ONE (1CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 6- THREE (3CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 7- TWO (2CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 8- TWO (2CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 9- THREE (3CL) - CLASSROOM SCHOOL BUILDING (PHIL-AM SB) -(7.00m x 9.00m), BUILDING 10- TWO (2CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m) AT MARASBARAS CENTRAL SCHOOL, TACLOBAN CITY**, effective on Seven (7) calendar days after the receipt of this notice.

Upon receipt of this notice, 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 both copies in the space provided

Very truly yours,


SHERLITA A. PALMA, Ed.D., CESO VI
OIC - Schools Division Superintendent

I acknowledge receipt of this Notice on SEPT. 26, 2024

Name of the Representative of the Bidder: VITO M. DE GUZMAN

Authorized Signature: 



Republic of the Philippines
DEPARTMENT OF EDUCATION
SCHOOLS DIVISION OF TACLOBAN CITY

CY 2024 BEFF REPAIR (BATCH 1) - 01
CY 2024 BASIC EDUCATION FACILITIES FUND (BEFF) REPAIR/REHABILITATION OF CLASSROOMS
PROGRAM - BATCH 1

CONTRACT

No.: 02-2024 REPAIR (BATCH 1) - 01

23 SEP 2024

Constructor's Witness

THIS CONTRACT, made and entered into this _____ day of _____, 2024 by and between Department of Education, Division of Tacloban City, Real Street, Tacloban City, Leyte, represented herein by its Schools Division Superintendent, SHERLITA A. PALMA, Ed.D., CESO VI, hereinafter referred to as the "OWNER" of the one part and VHITS D.G BUILDERS & ENTERPRISES, represented herein by its proprietor, VITO M. DE GUZMAN with office address at 7th Street, Brgy. 13, Catbalogan City, Samar, hereinafter referred to as the "CONSTRUCTOR" of the other part.

WHEREAS, the Owner invited bids for certain works stated in above project consisting of ONE (1) project site/s and received bid/s from TWO (2) bidder/s; the Owner opened, read and evaluated the bid/s of the TWO (2) bidder/s; TWO (2) bid/s were received for the **LOT 1 - PROPOSED REPAIR AND REHABILITATION OF BUILDING 1- TWO (2CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 4- ONE (1CL) - CLASSROOM SCHOOL BUILDING (DEPED STANDARD SB) -(7.00m x 9.00m), BUILDING 5- ONE (1CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 6- THREE (3CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 7- TWO (2CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 8- TWO (2CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 9- THREE (3CL) - CLASSROOM SCHOOL BUILDING (PHIL-AM SB) -(7.00m x 9.00m), BUILDING 10- TWO (2CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m) AT MARASBARAS CENTRAL SCHOOL, TACLOBAN CITY**; after the evaluation, the Owner post-qualified and declared the bid of the Constructor as the lowest calculated responsive bid

WHEREAS, the Owner passed and approved a resolution to award in favor of **VHITS D.G BUILDERS & ENTERPRISES** in the sum of PHILIPPINE PESOS **FOUR MILLION SEVEN HUNDRED FOUR THOUSAND ONE HUNDRED SIXTEEN PESOS AND 43/100 Only [Php 4,704,116.43]**, hereinafter called the "Contract price" with the following details:

Cluster / Lot No.	Description of Works	Amount of award / Contract Price (Php)	Contract Duration
1	LOT 1 - PROPOSED REPAIR AND REHABILITATION OF BUILDING 1- TWO (2CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 4- ONE (1CL) - CLASSROOM SCHOOL BUILDING (DEPED STANDARD SB) -(7.00m x 9.00m), BUILDING 5- ONE (1CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 6- THREE (3CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 7- TWO (2CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 8- TWO (2CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 9- THREE (3CL) - CLASSROOM SCHOOL BUILDING (PHIL-AM SB) -(7.00m x 9.00m), BUILDING 10- TWO (2CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m) AT MARASBARAS CENTRAL SCHOOL, TACLOBAN CITY	Php4,704,116.43	90 Calendar Days

NOW, THEREFORE, PREMISES CONSIDERED the parties hereby agrees as follows:

- In this contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- The following documents shall be part of this Contract [in accordance with IRR Sec. 37.2.3]:
 - Bidding Documents issued by the Owner;
 - Bid Bulletin(s) issued by the Owner;
 - Winning bidder's bid, including the Eligibility requirements, Technical and Financial
 - Performance Security;
 - Credit line issued by a commercial or universal bank, if applicable;
 - Owner's Notice of Award of contract; and
 - Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the

SHERLITA A. PALMA, Ed.D., CESO VI
OWNER

3. The contract duration or completion period shall be **Ninety (90)** calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is seven (7) calendar days from receipt of the Notice to Proceed by the Constructor.
4. In consideration of the Contract Price mentioned herein to be paid by the Owner to the Constructor, the Constructor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this
5. The Owner hereby covenants to pay the Constructor in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.
6. The Contract Price shall be paid to the Constructor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;
7. The Constructor shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The Owner shall deduct the liquidated damages from payments or any money due or which may become due the Constructor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Constructor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;
8. The Constructor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and forms:

5% of the Contract Price	Cash; or Letter of Credit issued by a Universal or Commercial Bank, if issued by a foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank.
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank
30% of the Contract Price	Surety Bond callable upon demand issued by the GSIS or any Surety or Insurance Company duly certified by the Insurance Commission.

IN WITNESS, whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

SIGNED, SEALED AND DELIVERED BY:


SHERLITA A. PALMA, Ed.D., CESO VI
OWNER


VITO M. DE GUZMAN
CONSTRUCTOR

SIGNED IN THE PRESENCE OF:


OWNER'S WITNESS


CONSTRUCTOR'S WITNESS

ACKNOWLEDGEMENT


Constructor's Witness

At the above mentioned this _____ day of _____, 2024 personally appeared before me:

SHERLITA A. PALMA, Ed.D., CESO VI _____

CTC No. : _____
Date Issued : _____
Place Issued : _____

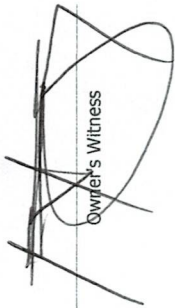

VITO M. DE GUZMAN
CONSTRUCTOR

VITO M. DE GUZMAN _____

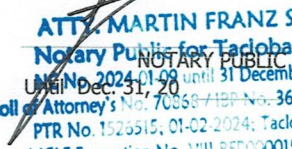
CTC No. : _____
Date Issued : _____
Place Issued : _____

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

The foregoing instrument is an 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.


Owner's Witness

WITNESS MY HAND AND SEAL on the place and date first above written.


ATTY. MARTIN FRANZ SIA SY
Notary Public for Tacloban City
NOTARY PUBLIC
UEN No. 2024-01-08 until 31 December 2025
Roll of Attorney's No. 70066-71BP No. 363109; 10-11-23;
PTR No. 1526515; 01-02-2024; Tacloban City
MCLE Exemption No. VIII-BEP000015; 4-20-22
Palo, Leyte


SHERLITA A. PALMA, Ed.D., CESO VI
OWNER

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Doc. No. 360 ;
Book No. XLIV ;
Series of 20 24 .



Republic of the Philippines
Department of Education
SCHOOLS DIVISION OF TACLOBAN CITY
Real Street, Tacloban City

NOTICE OF AWARD

CY 2024 BEFF__REPAIR (BATCH 1) - 01

CY 2024 BASIC EDUCATION FACILITIES FUND (BEFF) REPAIR/REHABILITATION OF CLASSROOMS PROGRAM - BATCH 1

16 SEP 2024

[Date]

VITO M. DE GUZMAN

Authorized Managing Officer

VHITS D.G BUILDERS & ENTERPRISES

7th Street, Brgy. 13, Catbalogan City, Samar

09153776980

Project : CY 2024 BEFF__REPAIR (BATCH 1) - 01

LOT 1 - PROPOSED REPAIR AND REHABILITATION OF BUILDING 1- TWO (2CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 4- ONE (1CL) - CLASSROOM SCHOOL BUILDING (DEPED STANDARD SB) -(7.00m x 9.00m), BUILDING 5- ONE (1CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 6- THREE (3CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 7- TWO (2CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 8- TWO (2CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 9- THREE (3CL) - CLASSROOM SCHOOL BUILDING (PHIL-AM SB) -(7.00m x 9.00m), BUILDING 10- TWO (2CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m) AT MARASBARAS CENTRAL SCHOOL, TACLOBAN CITY

Dear Sir / Madam :

We are pleased to notify you that your bid(s) for the Project, is/are hereby accepted in the total amount of PHILIPPINE PESOS FOUR MILLION SEVEN HUNDRED FOUR THOUSAND ONE HUNDRED SIXTEEN PESOS AND 43/100 Only [Php 4,704,116.43] with the following details:

Cluster / Lot No.	Project Description / Location	Contract Duration	Contract Amount
1	LOT 1 - PROPOSED REPAIR AND REHABILITATION OF BUILDING 1- TWO (2CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 4- ONE (1CL) - CLASSROOM SCHOOL BUILDING (DEPED STANDARD SB) -(7.00m x 9.00m), BUILDING 5- ONE (1CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 6- THREE (3CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 7- TWO (2CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 8- TWO (2CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m), BUILDING 9- THREE (3CL) - CLASSROOM SCHOOL BUILDING (PHIL-AM SB) -(7.00m x 9.00m), BUILDING 10- TWO (2CL) - CLASSROOM SCHOOL BUILDING (BLSB TYPE I) -(6.00m x 8.00m) AT MARASBARAS CENTRAL SCHOOL, TACLOBAN CITY	90 Calendar Days	Php 4,704,116.43

Kindly affix your signature on the space provided below to indicate your acceptance of this notice and the bid price(s) after having been evaluated in accordance with the issued Bidding Documents. You are hereby required to enter into a formal contract with us and submit a Performance Security in any of the following forms within ten (10) calendar days from receipt of this notice:

- Ten percent (10%) of the total contract price in the form of cash; cashier's check, or manager's check issued by a universal or commercial bank; bank draft, bank guarantee or irrevocable letter of credit issued by a universal or commercial bank, provided, that it shall be confirmed or authenticated by a universal or commercial bank if issued by a foreign bank.

Failure to enter into a contract with us or submit the Performance Security shall constitute a sufficient ground for cancellation of this award, forfeiture of your bid security, and imposition of appropriate sanctions.

Please return the original copy of this Notice to the DepED Division of TACLOBAN CITY through its BAC Secretariat located at Tacloban City Division office within two (2) days from date of your receipt hereof in accordance with **ITB 30.2** of the Bidding Documents.

Very truly yours,

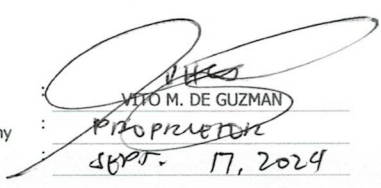

SHERLITA A. PALMA, Ed.D., CESO VI
Head of Procuring Entity

CONFORME:

Signature Over Printed Name

Designation and Name of Company

Date


VITO M. DE GUZMAN

VHITS D.G BUILDERS & ENTERPRISES

Sept. 17, 2024