

[Signature]
ATTY. AGUSTIN P. LABAYAN
 Schools Division Superintendent



Republic of the Philippines
DEPARTMENT OF EDUCATION
 Cordillera Administrative Region
 DIVISION OF BAGUIO CITY
 # 82 Military Cut-Off, Baguio City



BAC Resolution Declaring LCRB and Recommending Approval

RESOLUTION NO. 11, S. 2016

WHEREAS, the Department of Education advertised the Invitation to Apply for Eligibility and to Bid of the **REPAIRS REHABILITATION OF CLASSROOMS for J.P. RIZAL ELEMENTARY SCHOOL** and posted the same in the PhilGEPS and a conspicuous place at the premises of the Department of Education, Division of Baguio City;

WHEREAS, in response to the said advertisement, six (6) contractors purchased Bid Documents. However, on December 8, 2016, only five (5) prospective bidders were able to participate in the opening of bids;

WHEREAS, WWW Construction did not submit their Bid Documents while **Cabuguiasan Builders, LOC Construction, Safelink Construction, Symon Eng'g and Construction, and Real Cat Construction** passed the preliminary examination of bids;

WHEREAS, the bid proposals of the following bidders were found to be substantially complying:

Name of Bidders	Bid Amount (As Calculated)	% Variance from ABC
Real Cat Construction	PhP 2,456,516.41	21.228 %
Safelink Builders	PhP 2,706,022.13	13.227 %
Cabuguiasan Builders	PhP 2,729,000.00	12.490 %
LOC Construction	PhP 2,874,884.24	7.812 %
Symon Eng'g and Construction	PhP 2,948,545.25	5.450 %

WHEREAS, on December 8, 2016, we the undersigned conducted the post qualification or detailed examination of the Bid of the lowest bidder namely **Real Cat Construction** who ranked first in the preliminary examination of bids;

WHEREAS, **Real Cat Construction** who ranked first in this bid, has been found to be in order in all respect, complying as to the technical specifications and financial requirements and is considered as the bidder with the lowest calculated bid;

NOW, THEREFORE, We, the Members of the Bids and Awards Committee, hereby RESOLVE as it is hereby RESOLVED:

- a) To declare **REAL CAT CONSTRUCTION** as the Bidder with the Lowest Calculated and Responsive Bid in the amount of **TWO MILLION FOUR HUNDRED FIFTY SIX THOUSAND FIVE HUNDRED SIXTEEN PESOS & 41/100 ONLY (PhP 2,456,516.41)** for the **Repair/Rehabilitation of Classrooms at J.P. Rizal Elementary School**.
- b) To recommend for approval by the Schools Division Superintendent of the Department of Education, Division of Baguio the foregoing findings.

[Signature]
ARTHUR TIONGAN
 BAC Member

[Signature]
ROBERTO R. GONZALES
 BAC Member

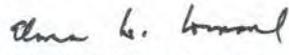
[Signature]
FERNANDO B. ELEPONGA
 BAC Member

[Signature]
JULIET C. SANNAD
 BAC Vice-Chairman

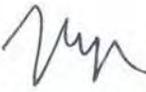
[Signature]
ELMA D. DONAAL
 BAC Chairman

[Handwritten initials]

RESOLVED, at the Baguio Division Office Conference Hall, this 4th day of January 2017.


ELMA D. DONAAL, Ed.D.
BAC Chairperson

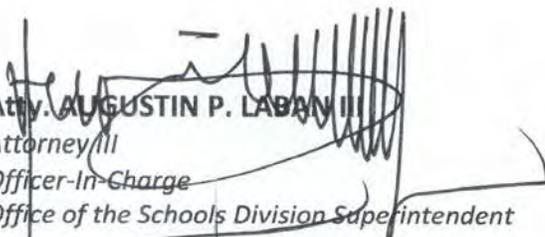

JULIET SANNAD
BAC Vice-Chairperson


FERNANDO B. ELEPONGA
BAC Member


ARTHUR TIONGAN
BAC Member


ROBERTO R. GONZALES
BAC Member

APPROVED:


Atty. AUGUSTIN P. LABAN III
Attorney/III
Officer-In-Charge
Office of the Schools Division Superintendent

Approved on 1/5/17
(date of approval)



Republic of the Philippines
DEPARTMENT OF EDUCATION
Cordillera Administrative Region
DIVISION OF BAGUIO CITY
82 Military Cut-Off, Baguio City



NOTICE OF AWARD

January 4, 2017

MR. ANDREW CAPUYAN
Owner
REAL CAT Construction
42 Ambiong, Baguio City

Project: Repair/Rehabilitation of Classrooms at Jose P. Rizal Elementary School

Dear Mr. Capuyan:

We are pleased to notify you that your bid(s) for the Project, is/are hereby accepted in the total amount of PHILIPPINE PESOS **Two Million Four Hundred Fifty Six Thousand Five Hundred Sixteen Pesos & 41/100 Only (Php 2,456,516.41)**. ONLY with the following details:

Lot No.	Project Description	Location	Contract Duration	Contract Amount
1	Repair/Rehabilitation of Classrooms at Jose P. Rizal Elementary School	#1 Gibraltar Rd., Baguio City	90 calendar days	Php 2,456,516.41

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 the following within ten (10) calendar days from receipt of this notice:

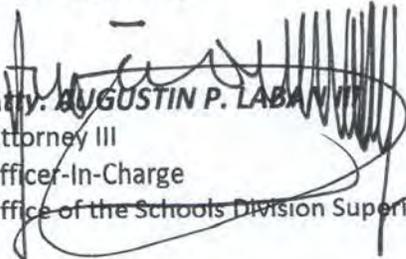
- a. **Ten percent (10%)** of the total contract price in the form of cash; cashier's check, or manager's check issued by a universal or commercial bank; **Thirty percent (30%)** of the total contract price in the form of Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; 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; the performance security shall be callable on demand without the necessity on our part to substantiate our demand or prove or show grounds or reasons for our demand for the total sum specified herein.
- b. Tax clearance per Executive Order 398, series of 2005;
- c. Latest income and business tax returns per Revenue Regulations 3-2005;

- d. Certificate of PhilGEPS Registration.
- e. Other contract documents that may be required by existing laws and/or the procuring entity concerned in the Bidding documents, such as the construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the Department of Labor and Employment and PERT/CPM for infrastructure projects.

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 or enforcement of your Bid Securing Declaration, and imposition of appropriate sanctions.

Please return the original copy of this Notice to the DepED , Division of Baguio City through its BAC Secretariat located at #82 Military Cut Off, Baguio City within two (2) days from date of your receipt hereof in accordance with **ITB 30.2** of the Bidding Documents.

Very truly yours,


Atty. AUGUSTIN P. LABAN III
Attorney III
Officer-In-Charge
Office of the Schools Division Superintendent

CONFORME:



(Signature Over Printed Name)

REX-LCAT

(Designation and Name of Company)

JAN, 17, 2017

(Date)



Republic of the Philippines
 Department of Education
 Cordillera Administrative Region
DIVISION OF BAGUIO CITY
 # 82 Military Cut-Off Baguio City
 Tel. No.: 446-6738 Fax: (074) 442-7819



Repair/Rehabilitation of Classrooms at
 Jose P. Rizal Elementary School
 Contract No.: 001, s. 2017

CONTRACT

THIS CONTRACT, made and entered into this FEB 22 2017 day of FEBRUARY, 2017 by and between the Department of Education, **Division of Baguio City**, located at **#82 Military Cut-Off, Baguio City** represented herein by its **OIC - Schools Division Superintendent, Atty. Augustin P. Laban III**, hereinafter referred to as the "Owner" of the one part and **REAL CAT Construction**, represented herein by its **Owner and Sole Proprietor, Andrew Capuyan** with office address at **#42 Ambiong, Baguio City**, hereinafter referred to as the "Contractor" of the other part;

WHEREAS, the Owner invited bids for certain works stated in above Project consisting of two (2) school project sites and received bids from Thirteen (13) bidders; the Owner opened, read and evaluated the bids of the Thirteen (13) bidders; six (6) bids were received for Lot 1; after the evaluation, the Owner post-qualified and declared the bid of the Contractor as the lowest calculated responsive bid for said Lot;

WHEREAS, the Owner passed and approved a resolution to award in favor of **REAL CAT Construction**, in the sum of PHILIPPINE PESOS **Two Million Four Hundred Fifty Six Thousand Five Hundred Sixteen Pesos & 41/100 (PhP 2,456,516.41)** only, hereinafter called the "Contract Price" with the following details:

Lot No.	Description of Works	Amount of Award/Contract Price (PhP)
1	Repair/Rehabilitation of Classrooms at Jose P. Rizal Elementary School	PhP 2,456,516.41

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

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
2. The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3.]:
 - 2.1. Bidding Documents issued by the Owner;
 - 2.2. Bid Bulletin(s) issued by the Owner;
 - 2.3. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;
 - 2.4. Performance Security;
 - 2.5. Credit line issued by a commercial or universal bank, if applicable;
 - 2.6. Owner's Notice of Award of contract; and
 - 2.7. Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the Department of Labor and Employment, PERT/CPM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable
3. The contract duration or completion period shall be 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 Contractor, the Contractor 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 Contract;

Andrew Capuyan
 Contractor's Witness

Andrew Capuyan
 ANDREW CAPUYAN
 Owner - Real Cat Construction

Elma D. Donaal
 ELMA D. DONAAL, Ed.D.
 Chief - SGOD

Atty. Augustin P. Laban III
 OIC - Schools Division Superintendent

Andrew Capuyan

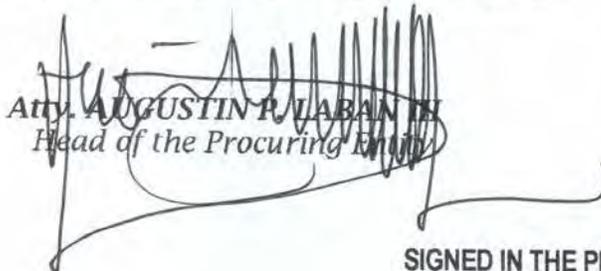
5. The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.
6. The Contract Price shall be paid to the Contractor 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 Contractor 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 Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor 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 Contractor 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 hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

Binding Signature of PROCURING ENTITY:

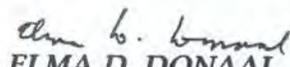

Atty. AUGUSTIN P. LABAN III
 Head of the Procuring Entity

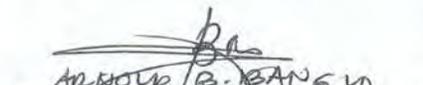
Binding Signature of Contractor:


ANDREW CAPUYAN
 Owner

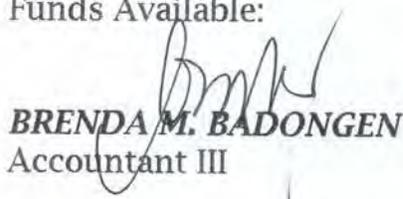
SIGNED IN THE PRESENCE OF:

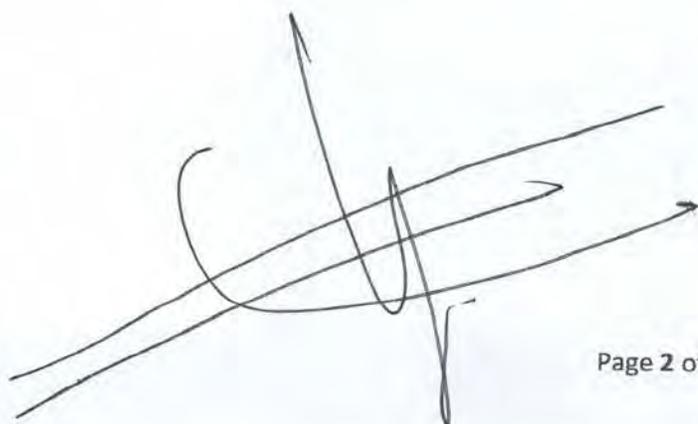
WITNESSES


ELMA D. DONAAL
 Chief, SGOD


ARNOLD B. BANO
 Contractor's Witness

Funds Available:


BRENDA M. BADONGEN
 Accountant III





Republic of the Philippines
DEPARTMENT OF EDUCATION
 Cordillera Administrative Region
 DIVISION OF BAGUIO CITY
 # 82 Military Cut-Off, Baguio City



NOTICE TO PROCEED

February 27, 2017

MR. ANDREW CAPUYAN
 Owner
 REAL CAT Construction
 # 42 Ambiong, Baguio City

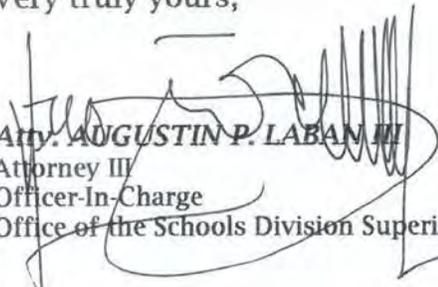
Dear Sir:

The attached Contract Agreement having been approved, notice is hereby given to **REAL CAT CONSTRUCTION** that work may proceed on the **Repair/Rehabilitation of Classrooms at Rizal Elementary School** in the amount indicated in the Notice to Award/Contract and to complete the said works within **90 calendar days**.

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 below. Keep one copy and return the other to the DepEd., Division of City of Baguio City

Very truly yours,


ATTY. AUGUSTIN P. LABAN III
 Attorney III
 Officer-In-Charge
 Office of the Schools Division Superintendent

I acknowledge receipt of this Notice on _____

Name of the Representative of the Bidder: _____

Authorized Signature: ARNOLD REBAYO 2-28-17
 (Signature over printed name)

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ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in LA TRINIDAD, BENGUET PHILIPPINES Philippines, this 22 day of FEB 2017, 2017, personally appeared:

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, Philhealth...IDs)

NAME	NUMBER	ISSUED ON	ISSUED AT
OWNER <u>ATTY. AUGUSTIN P. LABAN III</u>			
CONTRACTOR <u>ANDREW CAPUYAN</u>	<u>CTC-21A2933E</u>	<u>JAN 16, 2017</u>	<u>LA TRINIDAD BENG.</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 Three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument 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.

Notary Public

Doc. No. 395
Page No. 079
Book No. 053
Series of 2017

EDGAR LING-D EDIONG
NOTARY PUBLIC
MY COMMISSION EXPIRES ON JANUARY 5, 2019
ROLL NO. 52279. MAY 11, 2006
TIN: 9201803-247
PTR No. 4514327.01.03/17. BENGUET
IBP LIFETIME NO. 08826. BENGUET-BENGUET CHAPTER
ROOM 215, PINES HILL CONNEXION BUILDING II
(FORMERLY NARDA'S BUILDING)
KM. 5. LA TRINIDAD, BENGUET, PHILIPPINES