

## Republic of the Philippines

# Department of Education CORDILLERA ADMINISTRATIVE REGION SCHOOLS DIVISION OF BAGUIO CITY

# **NOTICE OF AWARD**

November 18, 2021

**ANTERO C. TIBAN** 

A.C. TIBAN Surveying Office

Dear Mr. Tiban:

We are pleased to notify you that your price quotation and proposal for the procurement of Lot survey requirement for application for the issuance of Special Patent in the amount of PHILIPPINE PESOS **Six Hundred Thousand Pesos Only (Php 600,000.00)** inclusive of appropriate taxes and fees, has been accepted.

Should you agree with the award of the contract, please acknowledge receipt and acceptance of this notice by signing at the portion provided below. Keep a copy and return the original copy to this office at the soonest.

Thank you.

Very truly yours,

FEDERICO P. MARTIN, Ed.D., C.Ed.D., CESO V

Schools Division Superintendent

CONFORME:

AHTERO C. TIBAN

(Signature Over Printed Name)

November 26, 2021
(Date)

11/18/2021 /pjn/









## Republic of the Philippines

# Department of Education CORDILLERA ADMINISTRATIVE REGION SCHOOLS DIVISION OF BAGUIO CITY

# NOTICE TO PROCEED

November 22, 2021

ANTERO C. TIBAN

A.C. TIBAN Surveying Office

Dear Mr. Tiban:

This refers to our award of contract to your company for the procurement of Lot survey requirement for application for the issuance of Special Patent in the amount of PHILIPPINE PESOS **Six Hundred Thousand Pesos Only (Php 600,000.00)** inclusive of appropriate taxes and fees.

In relation thereto, notice is hereby given to your company that the implementation of the said project shall commence immediately. You are expected to perform the terms and conditions stipulated in the attached contract.

Please acknowledge receipt and acceptance of this notice by signing at the portion provided below of both copies. Keep one copy and return the other to this office at the soonest.

Thank you.

Very truly yours,

FEDERICO P. MARTIN, Ed.D., C.Ed.D., CESO V

Schools Division Superintendent

**CONFORME:** 

ANTERO (C. MBAN

(Signature Over Printed Name)

HOVEMBETZ 29, 2021

(Date)

11/22 /2021 /pjn/









# Republic of the Philippines Department of Education Cordillera Administrative Region SCHOOLS DIVISION OFFICE OF BAGUIO CITY

# **RESOLUTION NO. 378, S. 2021**

# RECOMMENDING THE AWARD OF CONTRACT THROUGH ALTERNATIVE METHOD OF PROCUREMENT - SMALL VALUE PROCUREMENT TO A.C. TIBAN SURVEYING OFFICE

WHEREAS the Department of Education prepared the Purchase Request (PR) for the procurement of Survey services for "Lot Requirements for Application for the Issuance of Special Patent" with an Approved Budget for the Contract (ABC) of Eight Hundred Forty Thousand Pesos only (₱840,000.00) (Annex A);

WHEREAS on October 22, 2021, the DepEd - Bids and Awards Committee (BAC) posted/published the Request For Quotation (RFQ) for the said procurement project. The following suppliers/contractors signified their intent to participate by submitting their respective quotations/proposals, to wit:

Supplier/Distributors	Quotation (Php)  ₱ 600,000.00  ₱ 668,000.00	
A.C TIBAN SURVEYING OFFICE		
ERIC BALDO LAND SURVEYING		
R.L. REYNANTE SURVEYING & ENGINEERING	₱ 756,000.00	

WHEREAS the proposal of A.C. TIBAN SURVEYING OFFICE is found to be the most compliant with the PR, and its price quotation amounting to Six Hundred Thousand Pesos only (\$\infty\$600,000.00) is the most economical and advantageous to the Government, thereby rendering the same as the lowest calculated responsive bid;

WHEREAS Section 12 of R.A. No. 9184 mandates that the BAC shall recommend the award of the contract to the Head of the Procuring Entity or his\her duly authorized representative.

NOW THEREFORE, for and in consideration of the foregoing, We, the Members of the Bids and Awards Committee, hereby RECOMMEND to the Schools Division Superintendent the AWARD OF CONTRACT via Alternative Method of Procurement - Small Value Procurement to A.C. TIBAN SURVEYING OFFICE for the procurement of Survey services for "Lot Requirements for Application for the Issuance of Special Patent" in the amount of Six Hundred Thousand Pesos only (\$\rightarrow\$600,000.00) inclusive of appropriate taxes and fees.

RESOLVED, this 18th day of November 2021, Baguio Division Office Conference Hall, Baguio City.

BAC Chairperson

ATTY. ANNETTE L'DOYAGEN

BAC Vice-Chairperson

FRANCISCO C. COPSIYAN

**BAC Member** 

VIÑO TIBANGAY **BAC** Member

NIEVES D. EBANIO

**BAC Member** 

APPROVED:

FEDERICO P. MARTÍN, Ed.D., EdD, CEdD, CESO V

Schools Division Superintendent

Approved on

(date of approval)











# Republic of the Philippines Department of Education Cordillera Administrative Region SCHOOLS DIVISION OFFICE OF BAGUIO CITY

# Lot Survey Requirements for Application for the Issuance of Special Patent

### Contract Agreement Form No. 040, 5, 2021

THIS CONTRACT, made and entered into this 19<sup>th</sup> day of November, 2021 by and between the Department of Education, **Schools Division of Baguio City**, located at #82 **Military Cut-Off**, **Baguio City** represented herein by its **Schools Division Superintendent**, **FEDERICO P. MARTIN**, **EdD CEdD**, **CESO V**, hereinafter referred to as the "Owner" of the one part and **A.C. TIBAN SURVEYING OFFICE**, represented herein by its **General Manager/Proprietor**, **Mr. ANTERO C. TIBAN**, with office address at Rm 206 2<sup>nd</sup> Floor, Dangwa Terminal, Baguio City, Benguet, hereinafter referred to as the "Contractor" of the other part;

WHEREAS, the Entity is desirous that the Contractor execute **Lot Survey Requirements for Application for the Issuance of Special Patent** (hereinafter called "the Services") and the Entity has accepted the Quote for **Six Hundred Thousand Pesos only** (**P600,000.00**) by the Contractor for the execution and completion of such Services.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to;
- 2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
  - (a) Specifications;
  - (b) Request for Quotation
  - (c) Quotation submitted, including all the documents/statements attached to the Quotation as annexes, and all other documents submitted.
  - (d) Eligibility requirements, documents and/or statements;
  - (e) Performance Security;
  - (f) Notice of Award of Contract and the Contractor's conforme thereto; and
  - (g) Other contract documents that may be required by existing laws and/or the Entity.
- 3. The contract duration shall be from December 2021 to March 2022 reckoned seven (7) calendar days from receipt of the Notice to Proceed by the Contractor;
- 4. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Services in conformity with the provisions of this Contract in all respects;
- The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Services 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 this Contract;

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- The Contract Price shall be paid to Contractor through the Government disbursing procedures:
  - (a) The amount of the mobilization fee of 15% of the Contract Price is to be released to Contractor upon issuance of the Notice to Proceed and upon the Contractor's submission of the performance security (5% of the Contract Price), and the research and inception report;
  - (b) The amount of the advance payment of 65% of the Contract Price is to be released to Contractor upon the submission of the survey plans of the 20 school sites to the Department of Environment and Natural Resources -CENRO, copy furnished the Owner, and the issuance of the relevant Requests for Issuance of Survey Authority;
  - (c) The amount of the final payment of 20% of the Contract Price is to be released to Contractor upon the issuance of the duly signed/certified DENR Form B.L. Form No. V-37 for the 20 school sites

subject to the payment and security provisions in the Contract, and the IRR of RA 9184:

- 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 Services 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 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;
- The Division Procurement Implementation Team (DPRIT), school head, physical facilities coordinator, school inspectorate committee, members of PTA/SGC, or any other personnel assigned by the Owner are authorized to monitor the project;
- The Contractor will update the school/procuring entity on the progress of the project twice a month:

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

SIGNED SEALED AND DELIVERED BY:

Binding Signature of PROCURING ENTITY:

Binding Signature of CONTRACTOR:

FEDERICO P. MARTIN, EdD CEdD, CESO V

Head of the Procuring Entity

Owner

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#### SIGNED IN THE PRESENCE OF:

	WITNESSES			
ANNETTE L. DOYAGEN				
Witness 1		Witness 2		
Allotment Available:	Funds Available:			
BELEN R. TOMIN  Administrative Officer V/Budget  REPUBLIC OF THE PHILIPPINES)  CITY OF Bagulo City ) S.S.	LILIBETH G. DEGSI, CPA, MHRM Accountant III			
ACKNOWLEDGMENT				
BEFORE ME, a Notary Public for and in		NOV	2 9 2021 day of	
GOVERNMENT ISSUED IDENTIFICATIONS (Passport, Driver's License, SSS, GSIS, PhilhealthIDs)				
NAME	1	NUMBER	ISSUED AT	
OWNER FEDERICO P. MARTIN, EdD CEdD, C		GSIS ID NO 66 0895706012	BAGUIO CITY	
CONTRACTOR ANTERO C-MBAP	P.	pc 10 4398	BAGUIOCITY	
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 four (4) 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, C	MODESTO Notary F	ANDONG ANDONG APOlic AP	1, <b>2021</b> 2021)	
Page No. 245 Book No. 345 Series of 2001.	MCLE COMPLIANCE No.	VI-0000192 / June 14 21-017-652-000	, 2016	

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