



Republic of the Philippines
Department of Education

Cordillera Administrative Region
SCHOOLS DIVISION OF BAGUIO CITY

RESOLUTION NO. 157, S. 2026

**DECLARING THE LOWEST CALCULATED AND RESPONSIVE BID (LCRB) AND RECOMMENDING
THE AWARD OF CONTRACT**

WHEREAS, the Department of Education – Schools Division of Baguio City included the project, **CY 2026 BASIC EDUCATIONAL FACILITIES FUND (BEFF): PROPOSED TWO (2) -STOREY ALTERNATIVE LEARNING SYSTEM (ALS) BUILDING (22.50 m x 9.50m) - with Roof Deck, MANUEL L. QUEZON ELEMENTARY SCHOOL** in its Approved Annual Procurement Plan (APP) with an Approved Budget for the Contract (ABC) amounting to **Thirteen Million Nine Hundred Thirty Thousand Pesos (PhP 13, 930, 000.00)**;

WHEREAS, Rule IV Section 26.1 (f) of the IRR of R.A. 12009, otherwise known as The New Government Procurement Act, provides for Competitive Bidding as one of the modes of procurement consistent with the Fit-for-Purpose procurement;

WHEREAS, in reference to BAC Resolution No. 153, Series of 2026, the Bids and Awards Committee declared the bid of **JTM17 CONSTRUCTION** as the **Lowest Calculated Bid (LCB)** and subjected its bid for post qualification to ascertain the bidder's compliance as to legal, technical and financial requirements of the bid;

WHEREAS, in connection with the conducted detailed bid evaluation by the Technical Working Group as reflected under BAC Resolution No. 153, Series of 2026, there was a noted discrepancy in the as read vis-à-vis the as calculated amount offered by the Lowest Calculated Bid (LCB), details are as follows:

Name of Bid	Bid as Read	Bid as Calculated
JTM17 CONSTRUCTION	12,160,890.00	12, 458, 385.01

WHEREAS, during the deliberations of the Bids and Awards Committee (BAC) on 15 September 2026, the Technical Working Group (TWG) explained the variance between the Bid amount "as Read" and the bid amount "as Calculated" of the **JTM17 CONSTRUCTION**;

WHEREAS, the TWG clarified that the said variance was attributable to the bidder's use of an incorrect tax percentage in the computation of the Direct and Indirect Costs, which resulted in a discrepancy between the amount as read during the bid opening and the amount subsequently determined upon verification and arithmetical calculation of the bid. Nevertheless, the detailed estimates submitted covered all scope of work required for the procurement at hand;

WHEREAS, based on the post qualification conducted by the Bids and Awards Committee-Technical Working Group and the program owner and based on the report submitted, **JTM17 CONSTRUCTION** was found legally, technically and financially compliant for the project, thus its bid was found responsive;

WHEREAS, in reference to the Post Qualification Evaluation Report submitted, the Bids and Awards Committee found merit to the recommendation stated in the report submitted, thus, declared the bid of **JTM17 CONSTRUCTION** as the **Lowest Calculated and Responsive Bid (LCRB)**;

WHEREAS, Section 60.4 of the Republic Act No. 12009 provides that:

If the BAC determines that the bidder with the LCB, MEAB, MAB, or HRB passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, MEARB, or MARB, in the case of Goods and Infrastructure Projects, or the HRRB, in the case of Consulting Services, and recommend to the HoPE the award of contract to the said bidder at its submitted bid price or its



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calculated bid price, whichever is lower or, in the case of quality-based evaluation procedure, submitted bid price or its negotiated price, whichever is lower.

WHEREAS, based on the bid offer submitted by the Lowest Calculated Bid, the bid amount as read is lower than the bid amount as calculated thus, the bid amount as read amounting to Twelve Million One Hundred Sixty Thousand Eight Hundred Ninety Pesos (PhP 12, 160, 890.00) shall be recommended for award to the bidder, **JTM17 CONSTRUCTION**;

WHEREAS, Section 42 of the IRR of R.A. 12009 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** through **COMPETITIVE BIDDING** to **JTM17 CONSTRUCTION** for the **CY 2026 BASIC EDUCATIONAL FACILITIES FUND (BEFF): PROPOSED TWO (2) -STOREY ALTERNATIVE LEARNING SYSTEM (ALS) BUILDING (22.50 m x 9.50m) - with Roof Deck, MANUEL L. QUEZON ELEMENTARY SCHOOL** amounting to **Twelve Million One Hundred Sixty Thousand Eight Hundred Ninety Pesos (PhP 12, 160, 890.00)** inclusive of all appropriate taxes and fees.

RESOLVED, this 15th day of September 2026, at the Department of Education - Baguio Division Office, Conference Hall, Baguio City.

BIDS AND AWARDS COMMITTEE


SAMUEL T. EGSAEN JR.
Chairperson


HARRIS G. DIZON JR.
Member


VIMA G. CADUNGOG
Member


NIEVES D. EBANIO
Vice Chairperson


BELEN R. TOMIN
Member

APPROVED:


SORAYA T. FACULO, PhD, CESO V
Schools Division Superintendent

Republic of the Philippines
Department of Education
Cordillera Administrative Region
SCHOOLS DIVISION OF BAGUIO CITY
NOTICE OF AWARD

15 September 2026

MR. JACOB T. MAGAT

Authorized Managing Officer (AMO)

JTM17 CONSTRUCTION

Block 7, Santan Street, Brgy. San Vicente, Tarlac City, Tarlac

Dear Mr. Magat:

Warm greetings from the Department of Education - Schools Division of Baguio City!

We are pleased to notify you that your bid proposal for the project, **CY 2026 BASIC EDUCATIONAL FACILITIES FUND (BEFF): PROPOSED TWO (2) -STOREY ALTERNATIVE LEARNING SYSTEM (ALS) BUILDING (22.50 m x 9.50m) - with Roof Deck, MANUEL L. QUEZON ELEMENTARY SCHOOL** in the amount of **Twelve Million One Hundred Sixty Thousand Eight Hundred Ninety Pesos (PhP 12, 160, 890.00)** inclusive of all appropriate taxes, and fees, has been accepted.

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. Upon acceptance of this notice, you are hereby required to provide within ten (10) calendar days from receipt of this notice the following documents:

1. Performance Security in the form of cash amounting to One Million Two Hundred Sixteen Thousand Eighty Nine Pesos (PhP 1, 216, 089.00);
2. Construction schedule and S-curve;
3. Manpower schedule, construction methods, equipment utilization schedule
4. Construction Safety and Health Program approved by the DOLE; and
5. Program Evaluation and Review Technique (PERT), Critical Path Method (CPM) or other acceptable tools of project scheduling

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 prescribed by the Republic Act No. 12009.

Please return three (3) original copies 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.

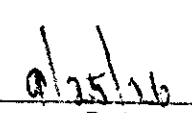
Thank you.

Very truly yours,


SORAYA T. FACULO PhD, CESO V
Schools Division Superintendent

CONFORME:


JTM17 CONSTRUCTION


Date



Republic of the Philippines
Department of Education
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SCHOOLS DIVISION OF BAGUIO CITY

Contract Form

Contract No. 2026-09-06

**CONTRACT FOR CY 2026 BASIC EDUCATIONAL FACILITIES FUND (BEFF):
PROPOSED TWO (2) -STOREY ALTERNATIVE LEARNING SYSTEM (ALS) BUILDING
(22.50 m x 9.50m) - with Roof Deck, MANUEL L. QUEZON ELEMENTARY SCHOOL**

THIS CONTRACT executed on the 11 day of September 2026 between:

Department of Education - Schools Division of Baguio City, a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

JTM17 CONSTRUCTION, Filipino of legal age or a company duly organized and existing under the laws of Republic of the Philippines, with principal office at *Block 7, Santan Street, Brgy. San Vicente, Tarlac City, Tarlac*, hereinafter called "the Contractor".

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **CY 2026 BASIC EDUCATIONAL FACILITIES FUND (BEFF): PROPOSED TWO (2) -STOREY ALTERNATIVE LEARNING SYSTEM (ALS) BUILDING (22.50 m x 9.50m) - with Roof Deck, MANUEL L. QUEZON ELEMENTARY SCHOOL**.

WHEREAS, the Contractor submitted a responsive bid and was awarded the contract for the procurement in the total amount of **Twelve Million One Hundred Sixty Thousand Eight Hundred Ninety Pesos (PhP 12, 160, 890.00)**, hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

- 1) Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.
- 2) The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall be deemed to form and be read and construed as integral part of this Contract, *viz.*:
 - a) Philippine Bidding Documents (PBD);
 - i. Drawings/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders;



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- v. Bid Data Sheet;
 - vi. 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;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract;
 - ix. Supplemental Bid Bulletins, if any; and
 - x. Other contract documents that may be required by existing laws and/or the Entity.
- b) Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - 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 PBD, such as but not limited to the Notice to Proceed and Warranty Security.
- 3) In consideration of the Contract Price of **Twelve Million One Hundred Sixty Thousand Eight Hundred Ninety Pesos (PhP 12, 160, 890.00)**, or such other sums as may be determined in accordance with the terms of the Contract, the Supplier agrees to deliver and perform the items and related services for the **CY 2026 BASIC EDUCATIONAL FACILITIES FUND (BEFF): PROPOSED TWO (2) -STOREY ALTERNATIVE LEARNING SYSTEM (ALS) BUILDING (22.50 m x 9.50m) - with Roof Deck, MANUEL L. QUEZON ELEMENTARY SCHOOL** described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.
- 4) The *Department of Education - Schools Division of Baguio City* agrees to pay the above-mentioned sum to the Supplier in accordance with the schedule and manner provided in the Bidding Documents and its annexes.
- 5) Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act (RA) No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).



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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written

For the Procuring Entity
Head of the Procuring Entity or
Duly Authorized Representative

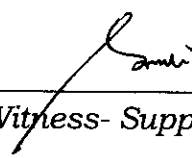
For the Bidder
Duly authorized to sign the
Contract for and behalf of
[Bidders Name]:


SORAYA T. FACULO Ph.D., CESO V
Schools Division Superintendent


JTM17 CONSTRUCTION
Date:

Signed in the presence of:


NIÑO M. TIBANGAY
CEF-SGOD
Witness – Procuring Entity


Witness- Supplier



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ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the TARLAC,
City/Province of TARLAC, this ____ day of OCT 07 2026, 20____,
personally appeared the above-named persons who have satisfactorily proven to
me their identity, through their identifying documents written below their names
and signatures, that they are the same persons who executed and voluntarily
signed the foregoing instrument consisting of ____ pages, including this page
where this Acknowledgement is written, which they acknowledged before me as
their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this ____ day of OCT 07 2026, 2026.

NAME OF NOTARY PUBLIC

Notarial Commission No. _____

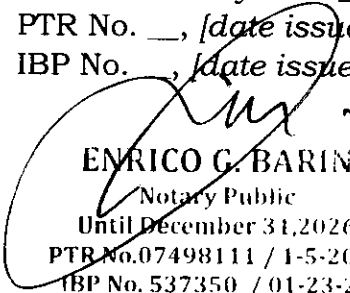
Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, [date issued], [place issued]

IBP No. __, [date issued], [place issued]

Doc. No. 6
Page No. 2
Book No. VII
Series of 2026


ENRICO G. BARIN
Notary Public
Until December 31, 2026
PTR No. 07498111 / 1-5-2026
IBP No. 537350 / 01-23-26
Tarlac Chapter/Roll No. 37064
MCLE Compliance No. VIII-0040863
Valid until April 14, 2028

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC.

The provisions of this Section complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of Section IV. General Conditions of Contract must be incorporated.
- b. Amendments and/or supplements to provisions of Section IV. General Conditions of Contract, as necessitated by the circumstances of the specific project, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of Section IV. General Conditions of Contract should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1.1	The Intended Completion Date is <i>within Three Hundred (300) calendar days upon receipt of the Notice to Proceed.</i> <i>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</i>
1.2	The Procuring Entity is: Department of Education -Schools Division of Baguio City No. 82 Military Cut-off, Baguio City
1.3	The Site is located at Manuel L. Quezon Elementary School, Upper Session Road, Baguio City and is defined in page 3 of 37 of the Detailed Engineering and Architectural Design
1.4	The Start Date is <i>upon issuance of the Notice to Proceed.</i> <i>NOTE: The start date shall be the date of receipt of the Notice to Proceed.</i>
1.5	The Works consist of removal of existing structures and replace with new two-storey ALS Building with scope of works covering excavation works, structural and architectural works, electrification and plumbing works with the ground floor completed and ready for use while Second floor of the building will be in preparation for phase 2.
2.2	<i>If different dates are specified for completion of the Works by section ("sectional completion"), these dates should be listed here</i>
5.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor upon receiving of the Notice to Proceed (NTP) and conduct of Pre-construction meeting with school representatives, implementing office and other stakeholders.

6.5	The Contractor shall employ the following Key Personnel :		
	Name of Personnel	Designation	No. of Personnel
	Engilbert S. Montoya	Project Engineer	1
	Danny D. Dayog	Materials Engineer	1
	Jodelson A. Castillo	Foreman	1
	Alexander Benedict I. Magat	Safety Officer	1
	1. Antonio D. Castillo 2. Elpidio D. Julianano Jr. 3. Sherwin N. Manalili 4. Kevin M. Basilio 5. Junior C. Alagao 6. Allan P. Lacanlale	Skilled Laborers	6
1. Eric G. Pascua 2. Randy Armas 3. Marcelino Pascua 4. John Paul Nacpil 5. Christopher Jake Ular 6. Bryan James Pagaling 7. Joemare G. Pascua 8. Mark Jonathan Tuscano 9. Rocky Joe Calaoagan 10. Jayson c. Cawigan 11. Geoffrey L. Domingo 12. Raymund J. Cabutotan	Unskilled Laborers	12	
7.1	No further instructions.		
8.1	The amount of the advance payment is 15% of the Contract Price and to be made in a lump sum payment.		
9.1	No further instructions.		
9.4	All progress payments shall first be charged against the advance payment until the latter has been fully exhausted, at the option of the Procuring Entity.		
12.7	No further instructions.		

13.1	The site investigation reports are: none
15.3	No further instructions.
15.5	<i>In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.</i>
19.2	The Arbitrator is the person appointed jointly by the Procuring Entity and the Contractor: The appointment of Arbiter shall be made in accordance with the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
20	"No additional provision."
25(a)	No further instructions.
27.2	a) Failure of the Contractor, due solely to its fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP"); b) Failure by the Contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Contractor to comply with any written lawful instruction of the Procuring Entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following: i) Employment of competent technical personnel, competent engineers and/or work supervisors; ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions; iii) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions; iv) Deployment of committed equipment, facilities, support staff and manpower; and v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.

	c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Procuring Entity. d) Poor performance by the Contractor or unsatisfactory quality and/or progress of work arising from its fault or negligence as reflected in the CPES rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the Procuring Entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance: i) Negative slippage of fifteen (15%) and above within the critical path of the project due entirely to the fault or negligence of the Contractor; and ii) Quality of materials and workmanship not complying with the approved specifications arising from the Contractor's fault or negligence. e) Willful or deliberate abandonment or non-performance of the project or contract by the Contractor resulting to substantial breach thereof without lawful and/or just cause. 1. In addition to the penalty of suspension, the performance security posted by the Contractor shall also be forfeited.]
31.1	No dayworks are applicable to the contract.
33.1	The Contractor shall submit the Program of Work to the Procuring Entity within ten (10) days upon receipt of the Notice of Award.
36.3	The Funding Source is the <i>Government of the Philippines</i> .
43.1	The percentage to apply to the value of the work not completed is <i>100% of the relative weight percentage of each item of uncompleted scope of work</i>

44.5	a) rainy/unworkable days considered unfavorable for the prosecution of the Works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or b) major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, c) delays attributable to the Procuring Entity, such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties or non-execution of deed of sale or donation within the right-of-way resulting in complete paralyzation of construction activities, and d) other meritorious causes as determined by the Procuring Entity and approved by the HoPE such as shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others.
48.1	The date by which operating and maintenance manuals are required is upon completion and turn-over of the project The date by which "as built" drawings are required is during project implementation in which if in case changes in plans is necessary or if there are any approved additional works which is not included in the original scope of work.
48.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <i>Ten thousand Pesos (P 10,000.00)</i>



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NOTICE TO PROCEED

MR. JACOB T. MAGAT

Authorized Managing Officer (AMO)

JTM17 CONSTRUCTION

Block 7, Santan Street, Brgy. San Vicente
Tarlac City, Tarlac

Dear Mr. Magat:

This refers to our award of contract to your company for **CY 2026 BASIC EDUCATIONAL FACILITIES FUND (BEFF): PROPOSED TWO (2) -STOREY ALTERNATIVE LEARNING SYSTEM (ALS) BUILDING (22.50 m x 9.50m) - with Roof Deck, MANUEL L. QUEZON ELEMENTARY SCHOOL** in the amount of **Twelve Million One Hundred Sixty Thousand Eight Hundred Ninety Pesos (PhP 12, 160, 890.00)** 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 scope of work stipulated in the attached contract.

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

Thank you.

Very truly yours,

SORAYA T. FACULO PhD, CESO V
Schools Division Superintendent

CONFORME:



JTM17 CONSTRUCTION

Date 10/9/26