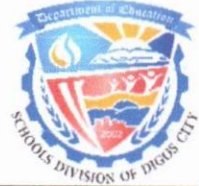




Republic of the Philippines
Department of Education
Region XI
SCHOOLS DIVISION OF DIGOS CITY
Digos City



NOTICE TO PROCEED

JUN 18 2024

, 2024

RODEL P. QUINTO

President

RRJJ QUINTO BUILDERS CORP.

Block 2, Lot 8 Maligaya Village, Catalunan Pequeño

Davao City


Dear Mr. Quinto:

The undersigned wishes to inform you that the Contract Agreement for **“Project No. 24-02-15: Construction of School Clinic and Construction of Four Units 3-Seater Comfort Rooms with Handwashing Facility at Digos City National High School (Short of Award)”** at Digos City, with the contract price of **Four Million Two Hundred Thirty-Six Thousand Twenty-Six and 94/100 Pesos (PhP 4,236,026.94)**, has been approved.

You are now hereby notified to commence execution of services within seven (7) calendar days from the issuance of this notice and shall complete all of the services in accordance with the terms and conditions as reflected in the Contract.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below. Kindly return the original copies in two (2) to the BAC Secretariat of this Division.

Very truly yours,


MELANIE P. ESTACIO, PhD, CESO VI
Schools Division Superintendent
Head of Procuring Entity (HOPE)

Receipt of NTP is hereby acknowledged:

By:


RODEL P. QUINTO

(Contractor's Signature over Printed Name)

Date: JUN 18 2024



Republic of the Philippines
Department of Education
REGION XI
SCHOOLS DIVISION OF DIGOS CITY

Bids and Awards Committee

NOTICE OF AWARD

JUN 05 2023

RODEL P. QUINTO

President

RRJJ QUINTO BUILDERS CORP.

Block 2, Lot 8 Maligaya Village, Catalunan Pequeño

Davao City

Dear Mr. Quinto:

In accordance with the Bids and Awards Committee (BAC) Resolution to Award No. 050, s. 2024, as approved by the Head of the Procuring Entity (HOPE), we are pleased to confirm your award for **Project No. 24-02-15: Construction of School Clinic and Construction of Four Units 3-Seater Comfort Rooms with Handwashing Facility at Digos City National High School (Short of Award)** at Digos City, with the contract price of **Four Million Two Hundred Thirty-Six Thousand Twenty-Six and 94/100 Pesos (PhP 4,236,026.94)**.

Kindly affix your signature on the space provided below to indicate your formal acceptance of this award.

For purposes of entering into contract with DepED, Division of Digos City, you are advised to submit within ten (10) days from receipt hereof the following:

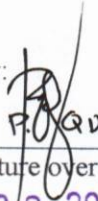
- Contract signed by you and your instrumental witness.

Failure to comply with the foregoing requirements within the prescribed time will be ground for cancellation of your Award.

Very truly yours,


MELANIE P. ESTACIO, PhD, CESO VI
Office of the Schools Division Superintendent
Head of Procuring Entity 

Award Accepted by:


RODEL P. QUINTO

(Contractor's Signature over Printed Name)

Date: JUN 06 2024



Address: Roxas Street cor. Lopez Jaena Street, Zone II, Digos City 8002

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Republic of the Philippines
Department of Education
REGION XI
SCHOOLS DIVISION OF DIGOS CITY

CONTRACT

JUN 14 2024

This AGREEMENT, made this ____ day of _____, 2024 at Digos City, Province of Davao del Sur by and between:

DEPARTMENT OF EDUCATION – SCHOOLS DIVISION OF DIGOS CITY represented by **Melanie P. Estacio, PhD, CESO VI**, Schools Division Superintendent, with office address at Roxas corner Lopez Jaena Streets, Barangay Zone II, Digos City, Davao del Sur, hereinafter called “**the Entity**”,

and

RRJJ QUINTO BUILDERS CORP., represented by **Rodel P. Quinto**, President with business address located at Block 2, Lot 8 Maligaya Village, Catalunan Pequeño, Davao City, Philippines hereinafter called “**the Supplier**”;

WHEREAS, the Entity invited Bids for construction of, particularly “**Project No. 24-02-15: Construction of School Clinic and Construction of Four Units 3-Seater Comfort Rooms with Handwashing Facility at Digos City National High School**” and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Four Million Two Hundred Thirty-Six Thousand Twenty-Six and 94/100 Pesos (PhP 4,236,026.94)** 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 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) General and Special Conditions of Contract;
 - b) Drawings/Plans;
 - c) Specifications;
 - d) Invitation to Bid/ Request for Expression of Interest;
 - e) Instructions to Bidders;
 - f) Bid Data Sheet;
 - g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - h) Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;
 - i) Performance Security;
 - j) Credit line issued by a commercial or universal bank, if applicable;
 - k) Notice of Award of Contract;

- l) 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
- m) Other contract documents that may be required by existing laws and/or the Entity.
3. The contract duration or completion period shall be **120 calendar days** reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is within seven (7) calendar days from receipt of the Notice to Proceed by the Contractor.
4. Provision in RA 9184 and its IRR relevant and applicable to herein contract shall be deemed incorporated and construed as integral of herein agreement.
5. In consideration of the Contract Price mentioned herein to be paid by the Entity to the Contractor, the Contractor hereby covenants with the Entity to execute and complete the Works and to remedy all defects therein in conformity with the provisions of this Contract in all respects;
6. The Entity hereby covenants to pay the Contractor, in consideration to the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.
7. 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;
8. In case of failure to make the full completion of the Works and of remedying any defects therein within the period of time specified in this Contract, the Contractor shall pay the Entity for liquidated damages (LD), 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 Entity 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 Entity. Payment of liquidated damages shall not affect the Contractor's liabilities.
9. The Procuring Entity shall terminate a contract for default when any of the following conditions attend its implementation:
- a) Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870;
- b) Due to the Contractor's fault and after the contract time has expired, it has incurred a negative slippage of ten percent (10%) or more in the completion of the work; or
- c) The Contractor:
- i. abandons the contract works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
- ii. does not actually have on the project site the minimum essential equipment listed on the Bid necessary to prosecute the Works in accordance with the approved work plan and equipment deployment schedule as required for the project;

iii. does not execute the Works in accordance with the contract or persistently or flagrantly neglects to carry out its obligations under the contract;

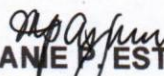
iv. neglects or refuses to remove materials or to perform a new work that has been rejected as defective or unsuitable; or

v. sub-lets any part of the contract works without approval by the Procuring Entity.

10. The Contractor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Entity, in any of the following amounts and forms:

Amount of Warranty Security not less than the Percentage (%) of Total Contract Price	Form of Warranty
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 Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


MELANIE P. ESTACIO
 Schools Division Superintendent

for:

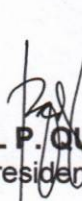
Department of Education – Schools Division
 of Digos City

Witness:

Allotment Available: ₱4,236,026.94



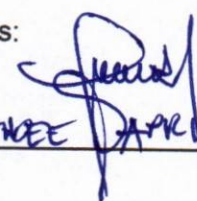
NEPTUNE L. TAMBILAWAN
 Budget Officer III


RODEL P. QUINTO
 President

for:

RRJJ Quinto Builders Corp.

Witness:


 JORANCE PARK #. Quinto



NORELIZA A. MISAL, CPA
 Accountant III

Acknowledgment

Republic of the Philippines...)

DAVAO CITY ...) S.S
X.....X

BEFORE ME appeared this day of JUN 14 2024, 2024 in DAVAO CITY, Philippines personally appeared the parties to this instrument through Competent Evidence of Identity indicated above as defined by the 2004 Rules on Notarial Practice, known to me to be the same persons who voluntarily executed and signed for the purpose stated in the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed, and if the parties herein act in a representative capacity, they have the authority to sign in that capacity.

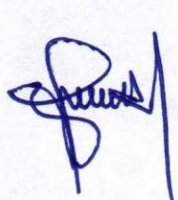
This instrument, refers to a Contract Agreement for the Construction of School Clinic and Construction of Four Units 3-Seater Comfort Rooms with Handwashing Facility at Digos City National High School consisting of four (4) pages including the page on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the parties and their witnesses, and sealed with my notarial seal.

WITNESS MY SEAL, the day, year and place above written.

Doc No. 87
Page No. 18
Book No. XXXIX
Series of 2024



MARIANO C. ALEGARDES
Notary Public, SN 2023-193-2024
Until December 31, 2024, Roll No. 37552
IBP No. 378866, 12/21/23, PTR No. 9346042C/12/12/23
MCLE Compliance No. VII-0012346 dated 3/15/23
City Hall Drive, San Pedro St., Davao City





Republic of the Philippines
Department of Education
REGION XI
SCHOOLS DIVISION OF DIGOS CITY

Bids and Awards Committee

RESOLUTION NO. 050, s. 2024

A RESOLUTION DECLARING THE LOWEST CALCULATED AND RESPONSIVE BID AND RECOMMENDING TO THE SCHOOLS DIVISION SUPERINTENDENT THE APPROVAL TO AWARD THE CONTRACT FOR PROJECT NO. 24-02-15: CONSTRUCTION OF SCHOOL CLINIC AND CONSTRUCTION OF FOUR UNITS 3-SEATER COMFORT ROOMS WITH HANDWASHING FACILITY AT DIGOS CITY NATIONAL HIGH SCHOOL (SHORT OF AWARD) TO RRJJ QUINTO BUILDERS CORP.

WHEREAS, Republic Act No. 9184 provides for the modernization, standardization and regulation of the procurement activities of the Government;

WHEREAS, for "*Project No. 24-02-15: Construction of School Clinic and Construction of Four Units 3-Seater Comfort Rooms with Handwashing Facility at Digos City National High School (Short of Award)*", Digos City Division, with the ABC of *Five Million, Four Hundred Eighty-Seven Thousand, Four Hundred Eighty Pesos and Ninety-Eight Centavos (PhP 5,487,480.98)* through the Bids and Awards Committee (BAC), proceeded with Procurement observing the procurement procedures as provided for in R.A. 9184;

WHEREAS, on March 26, 2024 at 9:40AM, the Opening of Bids for Project No. 24-02-015, which was participated by RRJJ Quinto Builders Corp., was done;

WHEREAS, the first envelope opened was from RRJJ Quinto Builders Corp. was declared complying with the Eligibility and Technical Requirements based on the documents submitted and quoted the amount of Four Million Two Hundred Thirty-Six Thousand Twenty-Six and 94/100 Pesos (PhP 4,236,026.94);

WHEREAS, on February 1, 2024, the Technical Working Group (TWG) conducted the Detailed Bid Evaluation of the submitted bid documents where RRJJ Quinto Builders Corp. was considered as the lowest calculated bidder as read the offering amount of Four Million Two Hundred Thirty-Six Thousand Twenty-Six and 94/100 Pesos (PhP 4,236,026.94).

WHEREAS, on April 4, 2024, the Technical Working Group (TWG) conducted Post Qualification of the lowest calculated bidder, and after their thorough evaluation on the documents, and visit at the property, RRJJ Quinto Builders Corp. was declared responsive;

WHEREAS, during the BAC meeting held on April 16, 2024, taking into consideration the report of the Technical Working Group, and on motion of BAC Member Mrs. Ida I. Juezan, which was seconded by BAC Provisional Member Mr. Neil D. Bongcayao, **RRJJ Quinto Builders Corp.** was declared as the Lowest Calculated Responsive Bidder as read for "*Project No. 24-02-15: Construction of School Clinic and Construction of Four Units 3-Seater Comfort Rooms with Handwashing Facility at Digos City National High School (Short of Award)*";



Address: Roxas Street cor. Lopez Jaena Street, Zone II, Digos City 8002

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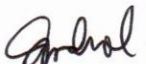
Bids and Awards Committee


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

- a.) To declare **RRJJ Quinto Builders Corp.** as a bidder with the Lowest Calculated and Responsive Bid for “*Project No. 24-02-15: Construction of School Clinic and Construction of Four Units 3-Seater Comfort Rooms with Handwashing Facility at Digos City National High School (Short of Award)*” in the amount of *Four Million Two Hundred Thirty-Six Thousand Twenty-Six and 94/100 Pesos (PhP 4,236,026.94)*; and
- b.) To recommend the **award of the contract** to the Schools Division Superintendent of DepEd – Schools Division of Digos City.


RESOLVED at DepEd Digos City Division, Corner Roxas and Lopez Jaena Sts., Digos City, this 16th day of April 2024.

We hereby certify to the correctness of the above Resolution.


CHERRIE ANNE B. BOHOL
Provisional Member



IDA I. JUEZAN
Member


CHERRY ROSSETTE E. OLIVA
Member


NEIL D. BONGCAYAO
Provisional Member


JESSICA G. LUCERO
Member

(WHISITED)
CLARENCE S. PILLERIN
Vice-Chairperson


MARIA GENEVIEVE T. FRANCISQUETE
Chairperson

