



Republic of the Philippines  
**Department of Education**  
REGION VIII  
SCHOOLS DIVISION OF BILIRAN

## NOTICE TO PROCEED

October 21, 2021

**MR. JERRY S. UY**

Proprietor  
LEYTE PAPERWORLD  
168 M.H. Del Pilar Street  
Tacloban City


Dear Mr. Uy,

The attached Contract Agreement having been approved, notice is hereby given to **LEYTE PAPERWORLD** that work may proceed on the **PROCUREMENT OF ICT MATERIALS AND DEVICES USED IN THE PROVISION OF LEARNING RESOURCES UNDER BE-LCP** 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 below. Keep one copy and return the other to the Department of Education – SDO Biliran.

Very truly yours,

  
**JUDELLA R. LUMPAS, EdD, CESO VI**  
Schools Division Superintendent

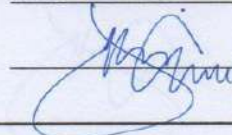
I acknowledge receipt of this Notice on

10-21-2021

Name of the Representative of the Bidder

MR. JERRY S. UY

Authorized Signature





Larrazabal, Naval, Biliran (6560)  
(053-500-4050 / 053-500-4054 / 053-500-4060)  
depedbiliran@gmail.com / sds\_bilirandivision@yahoo.com



  
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**Department of Education**  
 REGION VIII  
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REPUBLIC OF THE PHILIPPINES )  
 CITY/MUNICIPALITY OF NAVAL, BILIRAN )  
 \_\_\_\_\_ )

**ACKNOWLEDGMENT**

21 OCT 2021

The abovementioned this \_\_\_\_\_ day of \_\_\_\_\_, 2021 personally appeared before me:

**DR. JUDELLA R. LUMPAS**

TIN 141-180-233  
 Issued on \_\_\_\_\_  
 Issued at \_\_\_\_\_


**MR JERRY S. UY**

TIN 102-721-983-000  
 Issued on \_\_\_\_\_  
 Issued at \_\_\_\_\_

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

The foregoing instrument is a Contract Agreement consisting of three (3) pages including this page on which this Acknowledgment is written and signed by the parties hereto and their instrumental witnesses on the left margin of each and every page hereof.

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

  
**ATTY. LOLITA G. CASAS-NUEVE**  
**NOTARY PUBLIC**  
 UNTIL **December 31, 20**\_\_\_\_\_  
 IBP Lifetime ID No. 08596  
 PTR No. 2007732  
 Issued on: 01/05/2021/Naval, Biliran  
 MCLE Compliance No. V-0018644

Page No. 291  
 Doc. No. 32  
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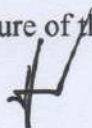
4. When the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed good scheduled for delivery for everyday of delay until such goods are finally delivered and accepted by the procuring entity concerned.
5. The Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the supplier, or collected from any securities or warranties posted by the supplier, whichever is convenient to the procuring entity concerned. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the procuring entity concerned may rescind the contract and imposed appropriate sanctions over and above the liquidated damages to be paid.
6. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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.

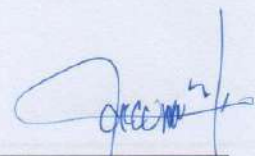
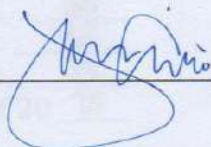
Signed, sealed, delivered by **JUDELLA R. LUMPAS, EdD, CESO VI** the Schools Division Superintendent (for the Entity)

Signed, sealed, delivered by **JERRY S. UY** the Proprietor, LEYTE PAPERWORLD (for the Supplier).

Binding Signature of the PROCURING ENTITY



Binding Signature of the Supplier



## CONTRACT AGREEMENT

Contract No. *ICT-2021.1*

**THIS AGREEMENT** made the 25<sup>th</sup> day of October 2021 between **DEPARTMENT OF EDUCATION, SDO-BILIRAN, Larrazabal, Naval, Biliran** of the Philippines, herein represented by **JUDELLA R. LUMPAS**, in her capacity as OIC- Schools Division Superintendent, (hereinafter called "the Entity") of the one part and **LEYTE PAPERWORLD** of **168 Del Pilar Street, Tacloban City**, hereinafter represented by their authorized representative, **JERRY S. UY**, Proprietor, LEYTE PAPERWORLD, (hereinafter called "the Supplier") of the other part:

**WHEREAS** the Entity invited Bids for certain goods and ancillary services, viz., **PROCUREMENT OF ICT MATERIALS AND DEVICES USED IN THE PROVISION OF LEARNING RESOURCES UNDER BE-LCP** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Thirteen Million Eight Hundred Thirty-Seven Thousand Eight Hundred Eleven Pesos and 78/100 (Php 13,837,811.78)** (hereinafter called "the Contract Price") to be delivered within fifteen (15) calendar days from date of receipt of the Notice to Proceed.

### 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 referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Entity's Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.





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Department of Education  
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SCHOOLS DIVISION OF BILIRAN

## NOTICE OF AWARD

October 15, 2021

**MR. JERRY S. UY**


Proprietor  
LEYTE PAPERWORLD  
168 M.H. Del Pilar Street  
Tacloban City

Dear Mr. Uy,

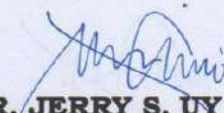
We are happy to notify you that the **PROCUREMENT OF ICT MATERIALS AND DEVICES USED IN THE PROVISION OF LEARNING RESOURCES UNDER BE-LCP** is hereby awarded you as the Bidder with the Lowest Calculated Responsive Bid at a Contract Price equivalent to **Thirteen Million Eight Hundred Thirty-Seven Thousand Eight Hundred Eleven Pesos and 78/100 (Php 13,837,811.78)**

You are therefore required, within ten (10) days from the receipt of this Notice of Award, to formally enter into contract with us, and to submit the Performance Security in the form and the amount stipulated in the Instructions to Bidders. Failure to enter into the said contract or provide the Performance Security shall constitute a sufficient ground for cancellation of this award and forfeiture of your Bid Security.

Very truly yours,

  
**JUDELLA R. LUMPAS, EdD, CESO VI**  
Schools Division Superintendent

Conforme:

  
**MR. JERRY S. UY**  
Proprietor, LEYTE PAPERWORLD

Date: 10-15-2021



Larrazabal, Naval, Biliran (6560)  
(053-500-4050 / 053-500-4054 / 053-500-4060)  
depedbiliran@gmail.com / sds\_bilirandivision@yahoo.com

