

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF EDUCATION
REGION VII, CENTRAL VISAYAS
Sudlon, Lahug, Cebu City



DEC 28 2011

NOTICE OF AWARD

MR. JONATHAN M. QUIRANTE
Proprietor/General Manager
Quirante Construction
Inayagan, Naga City, Cebu

Dear Mr. Quirante:

We are happy to inform you that the **Project: Installation of Ceiling and Electrical at the Third Floor of DepEd Regional Office VII Building** in the amount of **One Million Six Hundred Sixty Six Thousand Eight Hundred Eighty Eight Pesos (PhP1,666,888.00)** is awarded to your establishment per BAC Resolution No. 2012-12-02 Declaring Lowest Calculated Responsive Bidder (LCRB) dated December 22, 2011.

You are therefore required that upon 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 Instruction 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,

RECAREDO G. BORGONIA
Director/IV
Regional Director

[Handwritten Signature]
DEC 28 2011

Conforme:

[Handwritten Signature]
MR. JONATHAN M. QUIRANTE
Proprietor/General Manager

Date: Dec. 28, 2011

"Educating for a Strong Republic"

Tel. nos. (RD's Office) 255-4542; 231-1309; 414-7325 ; Fax (ARD's Office) 231-1433; 414-7399 ;
(Curriculum & Instruction) 414-7323; (Technical Assistance) 414-7324 ; (Quality Assurance) 414-4367 ; (Administrative) 414-7326;
(Legal) 414-7366 ; (Cashier) 231-1071; (Strive) 232-9925 ; (Probe) 414-0263 ; (Supply/HNU) 414-7322 ; (Records) 233-4769;
(Guard) 231-2160; (PSU) 414-7499; 414-7321 ; (PFU) 255-1313 ; (Policy, Planning Research) 233-9030; 4147065; (Resource
Mobilization & Special Project) 254-7062; (Training & Development) 256-1001 • Email: deped_ro7@depedro7.com.ph



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF EDUCATION
 REGION VII, CENTRAL VISAYAS
 Sudlon, Lahug, Cebu City



Jan 15 2012

(Date)

NOTICE TO PROCEED

MR. JONATHAN M. QUIRANTE
 Proprietor/General Manager
 Quirante Construction
 Inayagan, Naga City, Cebu

Dear Mr. Quirante:

The attached **CONTRACT** in the amount of One Million Six Hundred Sixty Six Thousand Eight Hundred Eighty-Eight Pesos (PHP1,666,888.00) only, having been approved, Notice is hereby given to **QUIRANTE CONSTRUCTION** that work may proceed on the **Project: Installation of Ceiling and Electrical at the DepEd Regional Office VII Building, Sudlon, Lahug, Cebu City**, effective on January 10, 2012.

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, for a contract period of forty-five (45) calendar days.

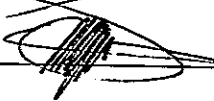
Please acknowledge receipt and acceptance of this Notice by signing both copies in the space provided below. Keep one copy and return the other to the DepEd Regional Office.

Very truly yours,

RECAREDO G. BORGONIA
 Director IV
 Regional Director

I acknowledge receipt of this Notice on _____

Name of the Representative of the Bidder: Jonathan M. Quirante

Authorized Signature:  Jan. 10, 2012

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PROJECT : **INSTALLATION OF CEILING AND ELECTRICAL
AT THE THIRD FLOOR OF DEPED REGIONAL
OFFICE VII BUILDING**

CONTRACT NO. :
2012-12-01

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT** made and entered into this DEC 29 2011 day of
by and between:

DEPARTMENT OF EDUCATION, REGIONAL OFFICE VII with Office
address at Sudlon, Lahug, Cebu City, Philippines, herein represented by **DIR.
RECAREDO G. BORGONIA, Regional Director**, hereinafter referred to as the
“**PROCURING ENTITY**”

and

QUIRANTE CONSTRUCTION, herein represented by **MR. JONATHAN M.
QUIRANTE, Proprietor/General Manager**, with business address at Inayagan, Naga
City, Cebu, herein referred to as the “**CONTRACTOR**”;


WHEREAS, the **PROCURING ENTITY** invited bids for the Project: Installation
of Ceiling and Electrical at the Third Floor of DepEd Regional Office VII Building and
has accepted the bid for the execution and completion of such works in the sum of **One
Million Six Hundred Sixty Six Thousand Eight Hundred Eighty Eight Pesos
(PhP1,666,888)** only, herein referred called as the “**Contract Price**”; for contract period
of **forty-five (45) calendar days**.


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 the Contract;
2. The following documents shall be deemed to form, be read and construed as
part of this Contract;
 - a) Owner's Notification Award
 - b) Performance Security
 - c) Bid Form, Program of Works and the Bill of Quantities with bid prices
of the Contractor
 - d) Construction Schedule and S-Curve
 - e) General and the Special Conditions of the Contract
 - f) Specifications, Plans and Drawings
 - g) Approved Resolution to Award
 - h) Eligibility requirements, documents and/or statements
 - i) Other contract documents that may be required by existing laws and/or
the Entity.
3. Contract duration or completion period shall commence on the date of receipt
of the Notice to Proceed by the Contractor, or on the date specified in the
Notice to Proceed if the date is specified for the purpose;

4. The amount of Liquidated Damages (LD) deductible from payments, due to Contractor, shall be one tenth of one percent (0.1%) of the cost of the unperformed portion of the Contract for every day of delay. Once the cumulative amount of LD reached 10% of the amount of this Contract, the owner shall rescind this Contract without prejudice to other courses of action and remedies open to it;
5. In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the **CONTRACTOR** hereby covenants, with the **PROCURING ENTITY**, to execute and complete such Works and to remedy defects therein in conformity in all respect with the provisions of the Contract;
6. The **PROCURING ENTITY** hereby covenants to pay the **CONTRACTOR** in consideration of the execution and completion of such Works 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 times and in the manner prescribed by the Contract;
7. The Contract Price shall be paid to the Contractor through the Government disbursement procedure subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR-A of R.A. 9184;
8. The Contractor may submit a request for progress payments for Work accomplished. Such request for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer:
 - a) First billing for 25% work accomplishment subject to 10% retention;
 - b) Second billing for a minimum of 90% work accomplishment subject to 10% retention;
 - c) Final billing for 100% for final completion subject to 10% retention
9. The total retention money shall be due for release upon final acceptance of Works after one year and to be certified and verified by the Procuring Entity's Representative/Project Engineer. The **CONTRACTOR** may, however, request the substitution of the retention money with a bank guarantee amount equivalent to 10% of the contract amount or surety bond with an amount equivalent to 30% of the contract amount.
10. No extension of contract time shall be granted the **CONTRACTOR** due to: (a) ordinary unfavorable weather conditions; and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.
11. Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM work.
12. Other conditions are specified in the General and Special conditions of the Contract.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this day of DEC 29 2011, 2011 at Cebu City Philippines.


RECAREDO G. BORGONIA
Regional Director
(PROCURING ENTITY)


JONATHAN M. QUIRANTE
Proprietor/General Manager
(CONTRACTOR)

Funds Available:

as to allotment only

[Signature]
DIONIE S. SANCHEZ
Accountant III ✓

Reviewed by:

[Signature]
IDA F. CABANTAN
Administrative Officer V
OIC-Administrative Division

SIGNED IN THE PRESENCE OF:

[Signature]
ANIANO T. BAUTISTA, JR.
Procuring Entity's Representative

[Signature]
Contractor's Representative

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Cebu) S.S.
City of Cebu)

BEFORE ME, the undersigned Notary Public for and in the City of Cebu, on this _____ day of _____ 2011, personally appeared RECARDO G. BORGONIA with Community Tax Certificate No. 19091581 issued at Cebu City on January 18, 2011 and JONATHAN M. QUIRANTE with Community Tax Certificate No. 5015701 issued at NAGA CITY on JAN 7, 2011 known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free act and voluntary deed.

IN WITNESS WHEREOF, I have hereunto set my hands and affixed my notarial seal on this Agreement, on the date and place first above written.

[Signature]
BOOK NO. 321
PAGE NO. 189
SERIES OF 20 11

[Signature]
ATTY NELSON B. PANARES
NOTARY PUBLIC
SINCE DECEMBER 31 2011
BAR O.R. # 8140466
BP O.R. # 821819
LOJANAT CEBU CAPITAL
JANUARY 3, 2011
CULLEN 2011