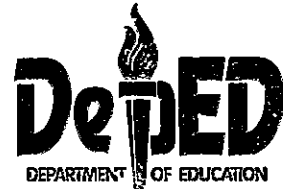




REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF EDUCATION**  
 REGION VII, CENTRAL VISAYAS  
 Sudlon, Lahug, Cebu City



OCT 19 2011

(Date)

**NOTICE TO PROCEED**

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

Dear Mr. Quirante:

The attached **CONTRACT** having been approved, notice is hereby given to **QUIRANTE CONSTRUCTION** that work may proceed on the Installation of Reflective Green Glass Windows at the DepEd Regional Office VII Building, Sudlon, Lahug, Cebu City, effective on October 19, 2011.

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 Oct. 19, 2011

Name of the Representative of the Bidder: \_\_\_\_\_

Authorized Signature:  \_\_\_\_\_

*"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/HINU) 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

PROJECT : **INSTALLATION OF REFLECTIVE GREEN GLASS  
WINDOWS AT THE DEPED REGIONAL OFFICE  
VII BUILDING**

CONTRACT NO. :

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## CONTRACT

**KNOW ALL MEN BY THESE PRESENTS:**

This **CONTRACT** made and entered into this 12 OCT 2011  
day of \_\_\_\_\_  
2011 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"**

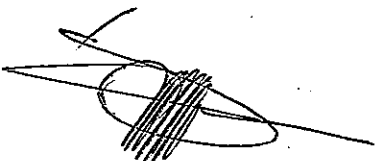
and

**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 Installation of Reflective Green Glass Windows at the DepEd Regional Office VII Building and has accepted the bid for the execution and completion of such works in the sum of **Two Million Three Hundred Twenty Two Thousand Five Hundred Sixty Eight Pesos and 95/100 (PhP2,322,568.95)** only, herein referred called as the **"Contract Price"**; for contract period of **forty-five (45) calendar days**.

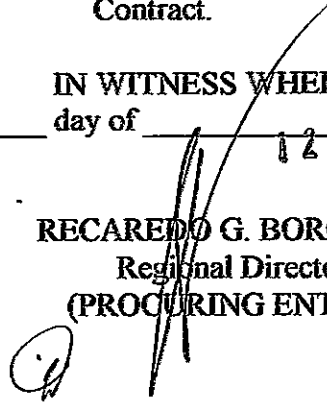
NOW, THEREFORE, premises considered, the parties hereby agree as follows:


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 12 OCT 2011 2011 at Cebu City Philippines.

  
RECAREDO G. BORGONIA  
Regional Director  
(PROCURING ENTITY)

  
JONATHAN L. QUIRANTE  
Proprietor/General Manager  
(CONTRACTOR)

Funds Available:

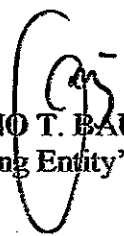
  
DIONIE S. SANCHEZ  
Accountant III

*As to allotment only*

Reviewed by:

  
IDA F. CABANTAN  
Administrative Officer V  
OIC-Administrative Division

SIGNED IN THE PRESENCE OF:

  
ANIANO T. BAUTISTA, JR.  
Procuring Entity's Representative

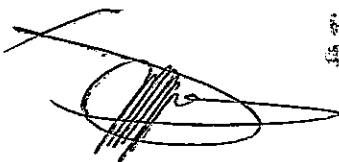
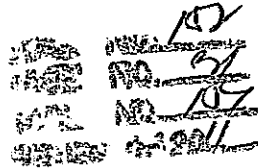
  
CANDY M. QUIRANTE  
Contractor's Representative


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 NOV 2011 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. \_\_\_\_\_ issued at \_\_\_\_\_ on \_\_\_\_\_ 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.

  
NTY. NELSON B. PANARIS  
NOTARY PUBLIC  
Until December 31 2011  
PTR O.R. # 8140466  
IBP O.R. # 821819  
103-11, Cebu Capitol  
Cebu City, Cebu