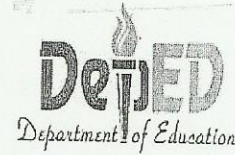




Republic of the Philippines
Department of Education
Region V (Bicol)
DIVISION OF CATANDUANES
BIDS AND AWARDS COMMITTEE (BAC)
San Roque, Virac
Catanduanes, Philippines



JUL 23 2015

11:20 AM

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NOTICE TO PROCEED

July 28, 2015

Ms. Girlie Mancera
President
Empresa Metalcraft Corporation
No. 88 Capt. Cruz St.
Parada, Valenzuela City

Attention: Mr. Norman Zamora
Camiri St., Ilawod East
Brgy. 15, Legazpi City


Dear Madam:

The attached Contract Agreement having been approved, notice is hereby given to **Empresa Metalcraft Corporation** that work may commence on the project **CY 2014 BEFF- Provision of School Furniture to Newly Constructed Classroom (Batch 1)**, effective on date reckoned from 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.

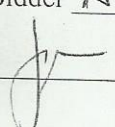
Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Department of Education, Division of Catanduanes.

Very truly yours,


NYMPHA D. GUOMO
Asst. Schools Division Superintendent, OIC
Head of the Procuring Entity

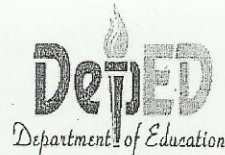
I acknowledge receipt of this Notice on August 10, 2015

Name of the Representative of the Bidder NORMAN ZAMORA

Authorized Signature: 



Republic of the Philippines
 Department of Education
 Region V (Bicol)
 DIVISION OF CATANDUANES
 BIDS AND AWARDS COMMITTEE (BAC)
 San Roque, Virac
 Catanduanes, Philippines
 Email Address: depedcatanduanes@gmail.com



CONTRACT

KNOW ALL MEN BY THESE PRESENT:

THIS AGREEMENT made and entered into this 28 JUL 2015 between DepEd, Division of Catanduanes, Philippines represented herein by **NYMPHA D. GUEMO, Asst. Schools Division Superintendent, Officer In-Charge**, hereinafter referred to as the **Procuring Entity** of the one part and **Empresa Metalcraft Corporation**, an entity duly organized and existing under Philippine Laws, with principal place of business at No. 88 Capt. Cruz St., Parada, Valenzuela City, represented herein by its President, **GIRLIE MANCERA**, hereinafter referred to as the **Supplier** of the other part;

WHEREAS, the Purchaser is desirous that certain Goods and ancillary services should be provided by the Supplier, viz; **CY 2014 BEFF- Provision of School Furniture to Newly Constructed Classrooms (Re-bid)** in the Division of Catanduanes, and has accepted a bid by the Supplier for the supply of those goods and ancillary services in the sum of **TWO HUNDRED FORTY EIGHT THOUSAND FIVE HUNDRED PESOS ONLY (Php248,500.00)** hereinafter called "Contract Price".

DESCRIPTION	QUANTITY	UNIT PRICE	CONTRACT AMOUNT
Elementary Armchair	225 pcs.	700.00	157,500.00
Secondary Armchair	90 pcs.	700.00	63,000.00
Teacher's Table and Chair-set	7 pcs.	4,000.00	28,000.00
		TOTAL	248,500.00

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. WHEREAS, in this Agreement words and expression shall have the same meanings are respectively assigned to them in the Conditions of Contract;
2. WHEREAS, the following documents shall be deemed to form and be read and construed as part of the this Agreement;
 - a. Bid form and the Price Schedule submitted by the bidder;
 - b. Delivery Schedule
 - c. Technical Specification;
 - d. General Conditions of Contract;
 - e. Special Conditions of Contract;
 - f. Entity's Notification of Award and
 - g. Performance Security
3. WHEREAS, relative to GCC No. 18, in case the Supplier will encounter condition(s) impending time delivery of school furniture, the Supplier shall notify the Purchaser in writing of such condition(s) within two (2) days from date of initial occurrence of said condition(s);
4. WHEREAS, the Supplier hereby agrees to deliver the school furniture in accordance with the Delivery Schedule and consents to be charged liquidated damages equivalent to 1/10 of 1% of the Contract Price of the delayed school furniture per day of delay at the delivery location, subject to a maximum of

NORMAN ZAMORA
 SUPPLIER'S WITNESS

GIRLIE MANCERA
 SUPPLIER

MIGUEL C. OGALINOLA
 PURCHASER'S WITNESS


NYMPHA D. GUEMO
 PURCHASER

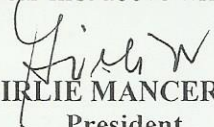
10% of the total Contract Price. If the liquidated damages reaches more than 10%, the Purchaser may consider the termination of Contract. The contract completion period shall be one hundred twenty days (120) days from the receipt of Notice to Proceed.

5. WHEREAS, relative to GCC No. 16, the Purchaser or its representative shall have the right to inspect and/or test the goods delivered by the Supplier to conform to the Technical Specifications as specified in bid documents.
6. WHEREAS, should any inspected or tested goods fail to conform to the Technical Specifications, the Purchaser may reject the goods and the Supplier shall either rectify or replace the goods to meet the specifications free of cost to the Purchaser as specified in the bid documents.
7. WHEREAS, in accordance with GCC 13.1, within ten (10) days after the Supplier's receipt of notification of award of the Contract, the Supplier shall furnish performance security of the Purchaser in the form and amount specified in GCC Data Sheet; the proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
8. WHEREAS, in consideration of payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and ancillary services and to remedy defects therein in conformity in all respect with the provisions of the Contract. In order to assure that manufacturing defects shall be corrected by the supplier, a warranty shall be required from the supplier for a minimum period of one (1) year after acceptance by the Procuring Entity of the delivered Goods. The period of correction of defects in the warranty period is thirty (30) calendar days from receipt of notice.
9. WHEREAS, the Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and ancillary services and the remedying the defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in manner prescribed by the Contract.
10. WHEREAS, payments shall be made through progress billing:


First Payment	- 50% deliveries
Final Payment	- upon completion of the remaining 50% deliveries

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.


NYPHIA D. GUEMO
Asst. Schools Division Superintendent, OIC
Head of Procuring Entity


GIRLIE MANCERA
President
Empresa Metalcraft Corp.

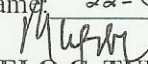
SIGNED IN THE PRESENCE OF:


MIGUEL C. OGALINOLA
(Purchaser's Witness)


NORMAN ZAMORA
(Supplier's Witness)

Certificate of Availability of Funds:

Amount: SARO NO. 0522-5-14-1652 - P 248,872.75
Account No. OSEC - 5-14-1652
Bank Name: 22-SEP-14


MA. CIELO C. TUBALE
Admin. Officer V (Finance)


ANGELO JAMES AGUINALDE
Accountant III

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

BEFORE ME, Notary Public for Legazpi, Philippines, this ___ day of ___, personally came and appeared before me:

<u>NAME</u>	<u>CTC NO.</u>	<u>DATE/PLACE OF ISSUE</u>
NYMPHA D. GUEMO Asst. Schools Division Superintendent, OIC PURCHASER	<u>16357251</u>	<u>1/12/15 - Bogan, Bagan District, Ilogigan</u>
GIRLIE MANCERA President, Empresa Metalcraft Corporation SUPPLIER	<u>30730594</u>	<u>1/12/15 VAC.COM</u>

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of entities which they respectively represent.

The foregoing instrument is a PURCHASER-SUPPLIER CONTRACT consisting of three (3) pages (exclusive of attachments), including the page on which this acknowledgement is written and signed by the parties and their instrumental witness on the left hand margin of each and every page hereof.

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

REYNALDO L. HERRERA
 NOTARY PUBLIC
 UNTIL DEC. 31, 2015
 ROLL OF ATTY. No. 28561
 TIN No. 177-519-682-000
 PTR No. 9946679
 ISSUED JAN. 7, 2015

Doc. No.: 189
 Page No.: 39
 Book No.: 87
 Series of 2015

NORMAN ZAMORA
 SUPPLIER'S WITNESS

GIRLIE MANCERA
 SUPPLIER

MIGUEL C. OGALINOLA
 PURCHASER'S WITNESS

NYMPHA D. GUEMO
 PURCHASER