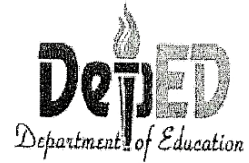




Republic of the Philippines
Department of Education
Region V (Bicol)
DIVISION OF CATANDUANES
BIDS AND AWARDS COMMITTEE (BAC)
San Roque, Virac
Catanduanes, Philippines
Tel. No. (052) 811-3094



NOTICE TO PROCEED

July 24, 2013

The Proprietor
Virac NRC Construction
San Pedro, Virac, Catanduanes

Attention: Ms. Novelyn L. Gianan
San Pedro, Virac, Catanduanes


Dear Sir:

The attached Contract Agreement having been approved, notice is hereby given to **Virac NRC Construction**, that work may commence on the project CY 2012 BEFF- Construction of Classrooms for Bagamanoc, Catanduanes- **Lot 1- Construction of Classrooms in San Vicente Elem. School, Suchan Elem. School and Salvacion Elem. School**, 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,


JOSE L. DONCILLO, CESO VI
Asst. Schools Division Superintendent, OIC
Head of the Procuring Entity

I acknowledge receipt of this Notice on 7/24/13

Name of the Representative of the Bidder NOVELYN L. GIANAN

Authorized Signature: 



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CONTRACT

CY 2012 BEFF- Construction of Classrooms for Bagamanoc, Catanduanes

Lot 1- Construction of Classrooms in San Vicente Elem. School, Suchan Elem. School and Salvacion Elem. School

THIS CONTRACT made and entered into this July 24, 2013 by and between the DepEd, Division of Catanduanes, located at San Roque, Virac, Catanduanes, Philippines represented herein by **JOSE L. DONCILLO, Assistant Schools Division Superintendent, Officer In-charge**, hereinafter referred to as the "Owner" of the one part; and **VIRAC NRC CONSTRUCTION**, represented herein by **NAPOLION R. CO, Proprietor/Manager**, with office address at San Pedro, Virac, Catanduanes, hereinafter referred to as the "Constructor" of the other part;

WHEREAS, the Owner invited bids for certain works stated in above Project consisting of two (2) lots, and received bids from four (4) bidders; the Owner opened, read and evaluated the bids of the four (4) bidders, four (4) bids were received for Lot 1; after the evaluation, the Owner post-qualified and declared the bid of the Constructor as lowest calculated responsive bid for the said lot.

WHEREAS, the Owner passed and approved Resolution to Award in favor of **VIRAC NRC CONSTRUCTION**, in the sum of **THREE MILLION TWO HUNDRED EIGHTY EIGHT THOUSAND NINE HUNDRED EIGHTY THREE PESOS & 90/100 (Php3,288,983.90)** only, hereinafter called the "Contract Price" with the following details:

LOT NO.	ITEM DESCRIPTION	AMOUNT (Php)
1	Construction of :	
	1 Classroom – San Vicente Elementary School	723,384.03
	1 Classroom- Suchan Elementary School	729,432.03
	3 Classrooms- Salvacion Elementary School	1,836,167.84
	TOTAL	3,288,983.90

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows:

1. In this Contract, words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract;
2. The following documents shall be part of this Contract:
 - (a) Bidding Documents issued by the Owner;
 - (b) Bid Bulletin(s) issued by the Owner;
 - (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 in accordance with the provisions of this IRR, if applicable;
 - (k) Notice of Award of Contract; and
 - (l) Other contract documents that may be required by existing laws and/or the procuring entity concerned in the Bidding Documents, such as the Construction Schedule and S-Curve, Manpower Schedule, Construction Methods, Equipment Utilization Schedule, Construction Safety and Health Program approved by the Department of Labor and Employment, and PERT/CPM for infrastructure projects.
3. Contract duration or completion period shall commence on the date of receipt of the Notice to Proceed by the Constructor. The contract completion period shall be 90 calendar days from date of receipt of the Notice to Proceed by the Constructor.
4. In consideration of the Contract Price mentioned herein to be paid by the Owner to the Constructor, the Constructor hereby covenants, with the Owner, to execute and complete such works and to remedy defects therein in conformity in all respect with the provisions of the Contract;

Novelyn L. Espanan
 NOVELYN L. ESPANAN
 CONSTRUCTOR'S WITNESS

Napolion R. Co
 NAPOLION R. CO
 CONSTRUCTOR

Mariano B. de Guzman
 MARIANO B. DE GUZMAN
 BAC Chairman
 OWNER'S WITNESS


Jose L. Doncillo
 JOSE L. DONCILLO
 Schools Div. Superintendent, OIC
 OWNER


7. The Contractor shall pay the Owner for liquidated damages (LD), and not by way of penalty, 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 Owner shall deduct the liquidated damages from payments or any money due or which may become due to 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 Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;
8. The Contractor shall post Warranty Security valid for one (1) year from date of the Certificate of Final Acceptance issued by the Owner, in any of the following amounts and forms:

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 GSIS or a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security

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

SIGNED, SEALED, AND DELIVERED BY:


JOSE L. DONCILLO
 Asst. Schools Division Superintendent, OIC
 DepEd, Division of Catanduanes
 OWNER


NAPOLEON R. CO
 Virac NRC Construction
 Proprietor/Manager
 CONSTRUCTOR

SIGNED IN THE PRESENCE OF:


MARIANO B. DE GUZMAN
 OWNER'S WITNESS


NOVELYN L. GIANAN
 CONSTRUCTOR'S WITNESS

Certificate of Availability of Funds:

2017-07-0009 7/12/2013
 Amount: ₱ 3,288,983.90
 Account No. OGEC-5-13-2144
 Bank Name: June 24, 2013


ELAINE R. ANG
 Accountant II

Novel N. L. Ganan
NOVEL N. L. GANAN
CONSTRUCTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES) S.S.
)

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public in and for VIRAC, CATANDUAS, Philippines,
this _____ day of _____, 2013 personally appeared:

RESIDENCE CERTIFICATE

<u>NAME</u>	<u>Number</u>	<u>Issued on</u>	<u>Issued at</u>
1. JOSE L. DONCILLO Asst. Schools Division Superintendent, OIC OWNER	<u>27143601</u>	<u>1/31/2013</u>	<u>Pandan, Cat.</u>
2. NAPOLEON R. CO Virac NRC Construction CONSTRUCTOR	<u>22384742</u>	<u>1/9/2013</u>	<u>Virac, Cat.</u>

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

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

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

ALFRED M. AGUINO
NOTARY PUBLIC
Com. Expires Until December 31, 20
No. 9657005 A / 1-2-13 / Virac, Cat.
P.O.R. 841121 / 1-2-13 / Virac, Cat.
Roll No. 32281

Doc. No. 466
Page No. 05
Book No. 579
Series of 2013

Napoleon R. Co
NAPOLEON R. CO
CONSTRUCTOR

Mariano B. de Guzman
MARIANO B. DE GUZMAN
BAC Chairman
OWNER'S WITNESS

Jose L. Doncillo
JOSE L. DONCILLO
Asst. Schools Div. Superintendent, OIC
OWNER