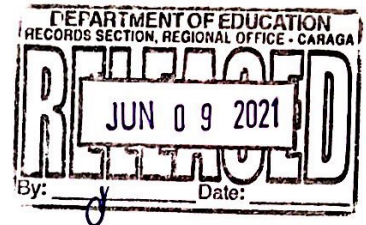




Republic of the Philippines
Department of Education
CARAGA REGION



NOTICE TO PROCEED

June 9, 2021

ENGR. EDMUNDO T. PLAZA
Proprietor/Manager
ETP Builders
Door 4 LSC Building
Arujville Subdivision, Butuan City

Dear Engr. Plaza:

The attached Contract having been signed and approved, notice is hereby given to **ETP BUILDERS** that the work may commence on the **"Conservation and Restoration of Gabaldon School Building – Lot 2 at North Cabadbaran Central Elementary School, Cabadbaran City"** effective on **June 10, 2021.**

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 affixing your signature in both copies to the space provided below. Keep one copy and return the other to this Office without delay.

Very truly yours,

EVELYN R. FETALVERO, CESO IV
Regional Director

I acknowledge receipt of this Notice on 6-9-21
Name of the Representative: GIL P ARNAIZ
Authorized Signature: [Signature]

BAC/smb
06/09/2021



Address: J.P. Rosales Avenue,
Butuan City
Trunkline No: (085) 342-8207
Telefax No: (085) 342-5969
Email: caraga@deped.gov.ph



2021-05-6475



Republic of the Philippines
Department of Education
CARAGA REGION

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into this 4TH DAY OF JUNE 2021, by and between the **DEPARTMENT OF EDUCATION**, Caraga Region with Office address at J. Rosales Ave., Butuan City, herein represented by **EVELYN R. FETALVERO, CESO IV, Regional Director** (hereinafter referred to as the CLIENT);

-and-

ETP BUILDERS with address at Door 4 LSC Building Arujville Subdivision, Butuan City owned by **ENGR. EDMUNDO T. PLAZA**, (hereinafter referred to as the CONTRACTOR);

WHEREAS, the CLIENT is desirous that certain construction works and materials should be undertaken by the CONTRACTOR for the **Conservation and Restoration of Gabaldon School Buildings in Cabadbaran City Division (Lot 2)** at North Cabadbaran Central Elementary School and the CONTRACTOR offer to supply those materials and construction services in the amount of **One Million Three Hundred Eighty-Eight Thousand Eight Hundred Twenty-Seven 41/100 (Php1,388,827.41)**;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

WHEREAS, the Department of Education, Caraga Region is in need of a contractor for the **Conservation and Restoration of Gabaldon School Building (Lot 2)**;

WHEREAS, the following documents is deemed to form part of this Contract:

- Annex A – Offer of the Supplier
- Annex B – Notice of Award
- Annex C – Notice to Proceed
- Annex D – Bidding Documents

WHEREAS, the CLIENT or its authorized representative shall have the right to inspect the actual project site, the materials delivered, and the work progress undertaken by the CONTRACTOR to ensure conformity with the specifications and designs;

WHEREAS, the CONTRACTOR shall provide to complete the project within 120 calendar days from the receipt of the Notice to Proceed;

Page One
Contract
Procurement on the Conservation and
Restoration of Gabaldon School Buildings (Lot 2)



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2021-05-6469

2021 254

WHEREAS, during inspection should the inspectorate team noticed variation or deviation from the technical specifications the client may reject the materials and deny the progress billing unless the CONTRACTOR rectifies the deviation or variation free of cost to the CLIENT;

WHEREAS, if the CONTRACTOR fails to provide the services or to perform the services within the specified period in the CONTRACT, the CLIENT shall deduct from the contract price as LIQUIDATED DAMAGES, a sum equivalent to 1/10 of 1% of the value of each day of delay of completion of construction works but not to exceed 10% of the total contract price. If the liquidated damages reach more that 10%, the CLIENT may consider terminating this CONTRACT;

WHEREAS, to guarantee the faithful performance by the CONTRACTOR, it shall post a Performance Security upon signing the Contract. The Performance Security shall be posted in favor of DepED and shall guarantee the payment of the amount of the security as penalty in the event it is established that the CONTRACTOR is in default in any of its obligations under the Contract;

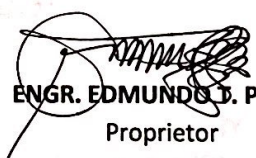
WHEREAS, in consideration of the payments to be made by the CLIENT to the CONTRACTOR, the latter hereby covenants with the CLIENT to furnish the necessary materials and undertake construction services and warrants that it is free from any defects in conformity with the provisions of this Contract;

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed this day, month and year first above-written.

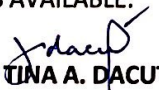
FOR THE DEPARTMENT OF EDUCATION


EVELYN R. FETALVERO, CESO IV
Regional Director

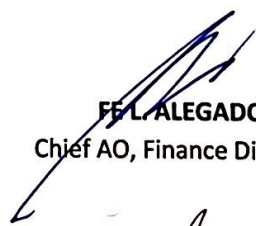
FOR ETP BUILDERS


ENGR. EDMUNDO J. PLAZA
Proprietor

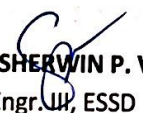
FUNDS AVAILABLE:


SAHLY TINA A. DACUT

Accountant III
ORS # 2021-06-0608


FEL L. ALEGADO
Chief AO, Finance Division

WITNESSES:


ENGR. SHERWIN P. VIAJAR
Engr. III, ESSD


GIL V. ARNAIZ

2021 254

Restoration of Gabaldon School Buildings (Lot 2)

REPUBLIC OF THE PHILIPPINES)

CITY OF _____)SS

X-----X

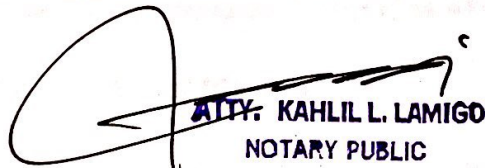
ACKNOWLEDGEMENT

BEFORE ME, a Notary Public in and for Butuan City, Philippines this 4th day of June, 2021, personally appeared EVELYN R. FETALVERO, CESO IV with Community Tax Receipt No. _____ issued on _____ at _____ and ENGR. EDMUNDO T. PLAZA with Community Tax Receipt No. _____ issued on _____ at _____ known to be to be the same persons who executed the foregoing instrument and that they acknowledged to me that the same is their free and voluntary act and deed.

The foregoing instrument is a PURCHASER- CONTRACTOR CONTRACT consisting of two (2) 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

Doc No. 346
Page No. 35
Book No. CCCLIII
Series 2021


ATTY. KAHLIL L. LAMIGO
NOTARY PUBLIC
UNTIL JUNE 30, 2021

IBP-105788-2/6/2020 - PTR 2015140-1/4/2021
TIN: 233-678-573-000 SERIAL NO. 128-01-2019
DOONGAN, (BACK OF CITY HALL), BUTUAN CITY
MCLE COMPL. VI-0019162 VALID-4/14/2022

Page Three
Contract
Procurement on the Conservation and
Restoration of Gabaldon School Buildings (Lot 2)

2021 254