



Republic of the Philippines  
**Department of Education**  
REGION XI  
SCHOOLS DIVISION OF DAVAO DEL NORTE

**NOTICE TO PROCEED**

26 SEP 2022

**DIANNE B. RAGAS**

President  
MAGNUM BUILDERS CORPORATION  
B7 #311 Jade Street Delfina Subd.  
Brgy. Magugpo North, Tagum City

Dear Ma'am Ragas:

The attached Contract Agreement having been approved, notice is hereby given to **MAGNUM BUILDERS CORPORATION** that work may proceed on the project: **CY 2022 BASIC EDUCATIONAL FACILITIES FUND (BEFF) PRIORITY HEALTH FACILITIES** at a contract price of to **TEN MILLION SEVEN HUNDRED THREE THOUSAND NINE HUNDRED FIFTY-ONE AND 96/100 PESOS (Php 10,703,951.96)** of DepEd Division of Davao del Norte, upon receipt of this notice.

You are responsible in performing the services under the terms and conditions of the Agreement and in accordance with the Implementing schedule.

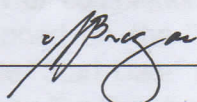
Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to DepEd Division of Davao del Norte.

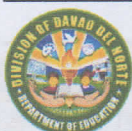
Very truly yours,

  
**DEE D. SILVA, DPA, CESO V**  
Schools Division Superintendent

I acknowledge receipt of this notice on: 09-24-22

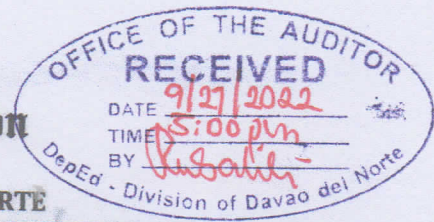
Name of the Bidder/Authorized Representative: Dianne B. Ragas

Authorized Signature: 





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**CY 2022 BASIC EDUCATIONAL FACILITIES FUND (BEFF) PRIORITY HEALTH FACILITIES**  
CONTRACT NO. 2022-09-008

23 SEP 2022

**THIS AGREEMENT** made this \_\_\_ day of September, 2022 between the Department of Education, Division of Davao del Norte, Mankilam Tagum City, Philippines represented by **DEE D. SILVA, DPA, CESO V**, Schools Division Superintendent (herein called the "Entity") of the one part and Magnum Builders Corporation, B7 #311 Jade Street, Delfina Subd. Brgy. Magugpo North, Tagum City, represented by **DIANNE B. RAGAS** President (herein called "the Contractor") of the other part.

**WHEREAS**, the Entity invited bids for the **CY 2022 BASIC EDUCATIONAL FACILITIES FUND (BEFF) PRIORITY HEALTH FACILITIES** and has accepted the Bid in the amount, **TEN MILLION SEVEN HUNDRED THREE THOUSAND NINE HUNDRED FIFTY-ONE AND 96/100 PESOS (PhP 10,703,951.96)** as herein called the "Contract Price":

NOW, THEREFORE, PREMISES CONSIDERED, 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 Contract;
2. The following documents shall be part of this Contract (in accordance with IRR Sec. 37.2.3):
  - 2.1 Bidding Documents issued by the Owner;
  - 2.2 Bid Bulletin(s) issued by the Owner;
  - 2.3 Winning Bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;
  - 2.4 Performance Security;
  - 2.5 Credit line issued by a commercial or universal bank, if applicable;
  - 2.6 Entity's Notice of Award of Contract; and
  - 2.7 Construction schedule and S - curve, manpower utilization schedule, construction methods, equipment utilization schedule, construction schedule, construction safety and health program approved by the Department of labor and Employment, PERT/CM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable.
3. The contract duration or completion period shall be **three hundred (300) calendar days** reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is seven (7) calendar days from receipt of the Notice to Proceed by the Supplier.





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4. In consideration of the Contract Price mentioned herein to be paid by the Entity to Contractor, the Contractor hereby covenants, to the Entity, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;
5. The entity hereby covenants to pay the Contractor in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price or such other sum may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.
6. The Contract Price shall be paid to the Contractor through the Government Disbursement procedures subject to the payment, retention money and warranty provisions, in the General Conditions of Contract, the Special Conditions of Contracts, and the IRR of RA 9184;
7. The Contractor shall pay the Entity for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one (1%) of the cost of the unperformed portion of the works for every day of delay. The Entity shall deduct the damages from payments or any money due or which may become due to the Contractor under this Contract and/or collection such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Entity. Once the cumulative amount of liquidated damages reaches ten (10%) of the amount of this Contract, the Entity shall rescind this Contract, without prejudice to other courses of action and remedies open to the Entity.
8. The Contractor shall post a Warranty Security for one (1) year from the date of Certificate of Final Acceptance issued by the Entity, in any of the following amounts and form:

10% of the Contract Price	Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank
10% of the Contract Price	Bank Draft/Guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.
30% of the Contract Price	Surety Bond callable upon demand issued by the GSIS or any Surety or Insurance





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	Company duly certified by the Insurance Commission
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

DEPARTMENT OF EDUCATION  
DIVISION OF DAVAO DEL NORTE

MAGNUM BUILDERS  
CORPORATION

ENTITY

SUPPLIER

By :

DEE D. SILVA, DPA, CESO V  
Schools Division Superintendent

DIANNE B. RAGAS  
President

Signed in the Presence of:

Denn Mark M. Lacivenda and \_\_\_\_\_

Availability of Funds:

SEP 21 2022

MA. LOURDES M. QUESADA

Accountant III





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REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_ ) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public, for and in \_\_\_\_\_, Philippines, this  
 \_\_\_\_\_ day of 23 SEP 2022, 2022 personally appeared.

GOVERNMENT ISSUED IDENTIFICATIONS

(Passport, Driver's License, SSS, GSIS, Philhealth)

NAME	NUMBER	ISSUED ON	ISSUED AT
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ENTITY : DEE D. SILVA

\_\_\_\_\_

CONTRACTOR : DIANNE B. RAGAS

106-20-002391 2020/06/02 Tagum City

Known to me and 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 the entities which they respectively represent.





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The foregoing instrument is CONTRACT consisting of five (5) pages (exclusive of attachments), including this on which the acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

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

NOTARY PUBLIC

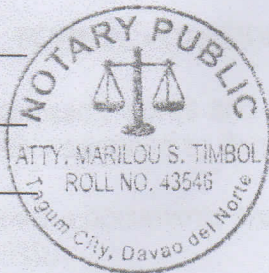
Until \_\_\_\_\_

Doc No. 204

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Book No. 244

Series of 2022



*[Signature]*  
**ATTY. MARILOU S. TIMBOL**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2022  
PTR No. 3130598-01-04-22, T.C.  
Roll No. 43548 TIN 918-139-246  
IBP OR No. 171238; 12-22-2021; MANILA  
MCLE COMPLIANCE NO. VI-001234; 11-21-16

