



Republic of the Philippines
Department of Education
 CARAGA REGION
 SCHOOLS DIVISION OFFICE OF SURIGAO CITY

CONTRACT AGREEMENT
 (Contract No. FY-2024-INF-023)

KNOW ALL MEN BY THESE PRESENTS:

This instrument was made and executed by and between

3C'SL CONSTRUCTION AND SUPPLY, a private construction company duly registered and duly licensed to perform construction business with the Philippine government, hereinafter called the FIRST PARTY, and represented by LILIE MARIE L. PAZ as its proprietor, a Filipino, of legal age, Filipino, married and a resident of Surigao City;

and

The DEPARTMENT OF EDUCATION – DIVISION OF SURIGAO CITY, a government agency duly constituted under the law and with address at M. Ortiz Street, Brgy. Washington, Surigao City, hereinafter called the SECOND PARTY, and duly represented by MARILOU B. DEDUMO, PhD, CESO V, Filipino, of legal age, married, and a resident of Surigao City, Surigao del Norte, Philippines, in her official capacity as the Schools Division Superintendent of the Second Party;

WITNESSETH:

WHEREAS, the FIRST PARTY is a duly authorized private company, which was verified and validated to be the bidder with the lowest calculated and responsive bid in the procurement for the REPAIR AND REHABILITATION OF SCHOOL BUILDINGS (1CL) OF QUEZON ELEMENTARY SCHOOL;

WHEREAS, the SECOND PARTY is the procuring entity and recipient of the aforementioned infrastructure project;

WHEREAS, after having undergone and complied with all the requirements and procedures mandated under R.A. 9184 and all other pertinent laws, rules, and regulations in government procurement, the parties herein contract to proceed with the REPAIR AND REHABILITATION OF SCHOOL BUILDINGS (1CL) OF QUEZON ELEMENTARY SCHOOL under Contract No. FY-2024-INF-023;

NOW THEREFORE, for and in the total consideration of EIGHT HUNDRED EIGHT THOUSAND FOUR HUNDRED SEVEN PESOS AND SEVENTY FOUR CENTAVOS (PHP 808,407.74), the First Party hereby contracts to carry out the REPAIR AND REHABILITATION OF SCHOOL BUILDINGS (1CL) OF QUEZON ELEMENTARY SCHOOL in favor of the Second Party, under the following terms and conditions, to wit:

1. That the FIRST PARTY shall accomplish the REPAIR AND REHABILITATION OF SCHOOL BUILDINGS (1CL) OF QUEZON ELEMENTARY SCHOOL, which obligation shall INCLUDE the processing of all the necessary papers and documentation to warrant the said construction, provision for the specified building/construction materials or supplies to be used, labor, equipment, and all other required civil works procedures necessary to ensure

[Signature]
 WITNESS
 3C'SL CONSTRUCTION AND SUPPLY

[Signature]
 LILIE MARIE L. PAZ
 Representative
 3C'SL CONSTRUCTION AND SUPPLY

[Signature]
 ATTY. IVANNO B. BABRIOS
 Attorney III

[Signature]
 MARILOU B. DEDUMO, PhD, CESO V
 Schools Division Superintendent



Address: M. Ortiz St., Surigao City
 Telephone: (086) 310-8325
 Email: surigao.city@deped.gov.ph
 Website: www.depedsc.com



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that the said building shall withstand ordinary forces of nature, in accordance to the Activity Design, Project Specifications, Bill of Quantities, Bill of Estimates and Program of Works of this infrastructure project, and the like;

2. That the said infrastructure project must be completed and delivered within 90 (90) days from the Notice to Proceed; provided that should there be extensions needed, the same must be effected with a written request from the FIRST PARTY, a written consent from the SECOND PARTY, and for the application of all pertinent consequences as provided under R.A. 9184 and all other pertinent laws, rules and regulations in government procurement;
3. That the stipulated consideration of EIGHT HUNDRED EIGHT THOUSAND FOUR HUNDRED SEVEN PESOS AND SEVENTY FOUR CENTAVOS (PHP 808,407.74) is inclusive of taxes allowed by law to be withheld by the SECOND PARTY;
4. That, payment by the SECOND PARTY to the FIRST PARTY of the stipulated consideration shall be given on the following schedule:
 - a. Fifteen Percent (15%) of the contract amount may be paid before the actual start of the construction project;
 - b. Progress payments will thereafter be effected depending on the progress billing to be made by the FIRST PARTY and the corresponding progress assessment to be made by the Division Engineer of the SECOND PARTY;
5. That, notwithstanding full payment of the stipulated consideration, the FIRST PARTY shall still undertake to post the applicable warranty bond and to fulfill the warranties as provided under the law and under R.A. 9184 and all other pertinent laws, rules and regulations in government procurement, such that if within the warranty period there would realize defects on the infrastructure project procured, the same must be remedied by the FIRST PARTY as mandated and stipulated; otherwise, redress and proper actions shall be instituted against the FIRST PARTY; and
6. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - d. Performance Security;
 - e. Notice of Award of Contract and the Bidder's conforme thereto; and
 - f. **Other contract documents may be required by existing laws and/or the Procuring Entity concerned in the PBDs. The winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required**

[Signature]
Witness
JANIE WING O. MORENO

3C/SI CONSTRUCTION AND SUPPLY

[Signature]
Representative
LILIE MARIE L. PAZ

3C/SI CONSTRUCTION AND SUPPLY

[Signature]
ATTY. JIVANNO B. BARRIOS
Attorney III

MARLOUB DEJUMO, Ph.D., CESO V
Schools Division Superintendent



Address: M. Ortiz St., Surigao City
Telephone: (086) 310-8325
Email: surigao.city@depd.gov.ph
Website: www.depedschool.com



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for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed this April 19, 2024, at Surigao City, Surigao del Norte, Philippines.

Signed, sealed, and delivered by ATTY. VIVANIÑO B. BARRIOS, the BAC Vice-Chairperson (for the DepEd-Division of Surigao City).

Signed, sealed, and delivered by LILIE MARIE L. PAZ the Representative (for 3C'SL CONSTRUCTION AND SUPPLY).

Binding Signature of PROCURING ENTITY

Binding Signature of CONTRACTOR

MARILOU B. DEDUMO, PhD, CESO V
Schools Division Superintendent
Department of Education
Schools Division Office of Surigao City
CTC No. _____
Issued on _____
at _____

LILIE MARIE L. PAZ
Authorized Representative of 3C'SL
CONSTRUCTION AND SUPPLY
Contractor
CTC No. _____
Issued on _____
at _____

Signed in the presence of

ATTY. VIVANIÑO B. BARRIOS
Agency's witness

JACKIE WIN JO. MORAN
Contractor's witness

ALLOTMENT AVAILABLE:

SARO NO. _____

DATE: _____

JANICE E. NAIG
Budget Officer



Address: M. Ortiz St., Surigao City
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Email: surigao.city@depd.gov.ph
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ACKNOWLEDGEMENT

Republic of the Philippines)
City of Surigao) S.C.

BEFORE ME, this April 19, 2024 in the City of Surigao, Philippines, personally appeared MARILOU B. DEDUMO, PhD, CESO V, and LILIE MARIE L. PAZ with their respective Community Tax Certificates, the particulars of which are as above written, known to me be the same persons who executed the foregoing instrument consisting of four (4) pages including the page on which this Acknowledgement is written and they confirmed and acknowledged to me that the same is their own free act and voluntary deed and that of the agency which they respectively represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and place above written.

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Series of 2024

ATTY. FRANCIS ANTONIO C. ALLORINO
NOTARY PUBLIC
ROLL NO. 84468, MAY 12, 2023
IBP NO. 339556, MAY 05, 2023, PASIG CITY
PTR NO. 2517107, JAN 3, 2024, BUTUAN CITY
SERIAL NO. 50/08-2023
MCLE NO. (EXEMPTED 2023 BAR PASSER)
TIN NO. 624-857-467
UNTIL DECEMBER 31, 2024

Jackie Wong D. Moran
WITNESS
JACKIE WONG D. MORAN
3CSL CONSTRUCTION AND SUPPLY

Lilie Marie L. Paz
Representative
LILIE MARIE L. PAZ
3CSL CONSTRUCTION AND SUPPLY

Viviano B. Barrios
Atty. in Law
ATTY. VIVIANO B. BARRIOS

MariLou B. Dedumo
Superintendent
MARILOU B. DEDUMO, PhD, CESO V
Schools Division Superintendent



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