



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

CONTRACT AGREEMENT
(Contract No. FY-2023-INFRA-012)

KNOW ALL MEN BY THESE PRESENTS:

This instrument was made and executed by and between

MCLA CONSTRUCTION, 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 ARNIEL D. ARONES as its proprietor, a Filipino, of legal age, Filipino, married and a resident of Surigao City;

ARNIEL D. ARONES
Proprietor
MCLA CONSTRUCTION

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;

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

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 CONSTRUCTION AND INSTALLATION OF SOLAR PV SYSTEM (OFF-GRID OR ON-GRID) FOR ZARAGOZA NHS;

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

ARNIEL D. ARONES
Proprietor
MCLA CONSTRUCTION

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 CONSTRUCTION AND INSTALLATION OF SOLAR PV SYSTEM (OFF-GRID OR ON-GRID) FOR ZARAGOZA NHS under Contract No. FY-2023-INFRA-012;

NOW THEREFORE, for and in the total consideration of ONE MILLION EIGHT HUNDRED NINETY FOUR THOUSAND ONE HUNDRED FIFTY FIVE PESOS AND SIXTY TWO CENTAVOS (PHP 1,894,155.62), the First Party hereby contracts to carry out the CONSTRUCTION AND INSTALLATION OF SOLAR PV SYSTEM (OFF-GRID OR ON-GRID) FOR ZARAGOZA NHS in favor of the Second Party, under the following terms and conditions, to wit:

1. That the FIRST PARTY shall accomplish the CONSTRUCTION AND INSTALLATION OF SOLAR PV SYSTEM (OFF-GRID OR ON-GRID) FOR ZARAGOZA NHS, 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

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



Doc. Ref. Code	SDO-OSDS-FXXX	Rev.	00
Effectivity	04.01.24	Page	1 of 4

CONTRACT AGREEMENT
(Contract No. FY-2023-INFRA-012)

ensure 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 45 (45) 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 ONE MILLION EIGHT HUNDRED NINETY FOUR THOUSAND ONE HUNDRED FIFTY FIVE PESOS AND SIXTY TWO CENTAVOS (PHP 1,894,155.62) 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**

[Signature]
Witness
MCLA CONSTRUCTION

[Signature]
ARIEL B. ARONES
Representative
MCLA CONSTRUCTION

[Signature]
ATTY. VIVIANO B. BARRIOS
Attesting

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



CONTRACT AGREEMENT
(Contract No. FY-2023-INFRA-012)

documents or information prescribed by the GPPB that are subsequently required 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 August 2, 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 ARNIEL D. ARONES the Representative (for MCLA CONSTRUCTION).

Binding Signature of PROCURING ENTITY

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

Signed in the presence of

ATTY. VIVANIÑO B. BARRIOS
Agency's witness

Binding Signature of CONTRACTOR

ARNIEL D. ARONES
Authorized Representative of MCLA
CONSTRUCTION
Contractor
CTC No. 08037762
Issued on JANUARY 2, 2024
at SURIGAO CITY, CPS

Contractor's witness

ALLOTMENT AVAILABLE:

SARO NO. OSEE-17-24-4846
DATE: 09/08/2024

JANICE E. NAIG
Budget Officer



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



Doc. Ref. Code	SDO-OSDS-FXXX	Rev.	00
Effectivity	04.01.24	Page	3 of 4

CONTRACT AGREEMENT
(Contract No. FY-2023-INFRA-012)

ACKNOWLEDGEMENT

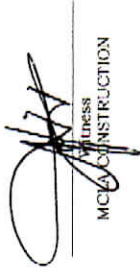
Republic of the Philippines)
City of Surigao) S.C.

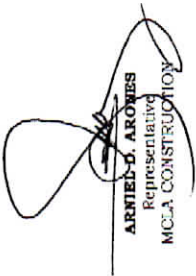
BEFORE ME, this August 2, 2024 in the City of Surigao, Philippines, personally appeared MARILOU B. DEDUMO, PhD, CESO V, and ARNIEL D. ARONES with their respective Community Tax Certificates, the particulars of which are as above written, known to me be the same persons who executed the foregoing instrument 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.

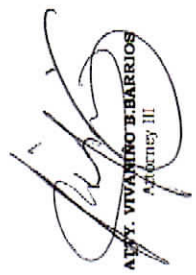
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and place above written.

Doc. No. 540
Page No. 42
Book No. 5
Series of 2024

ATTY. MELICENT C. LIANZA
Attorney's Roll No. 57730
IBP No. 291681/08.10.2023
PTR No. 72763547/01.30.2024 Surigao del Norte
MCLE Compliance No. VII-0005826
Until April 14, 2025
Door 4 Mezeleis Bldg., Rizal St.,
Brgy. Washington, Surigao City
Tel. No. (086) 837-6402
mellicentlianza.regaleagle@gmail.com


MARILOU B. DEDUMO
Supervising
MCA CONSTRUCTION


ARNIEL D. ARONES
Representative
MCA CONSTRUCTION


ATTY. VIVIANO E. BARRIOS
Attorney III


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



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



Doc. Ref. Code	SDO-OSDS-FXXX	Rev.	00
Effectivity	04.01.24	Page	4 of 4