

Department of Public Works and Highways (DPWH)

Contract ID: **25NH0128**

Contract Name: **Construction of School Building, Nurcia Integrated School, Lanuza, Surigao del Sur**

Location of the Contract: **Brgy. Nurcia, Lanuza, Surigao del Sur**

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT AGREEMENT, made this JUL 02 2025 day of _____ by and between:

The **GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES** through the Department of Public Works and Highways (**DPWH**), Surigao del Sur 1st District Engineering Office, represented herein by **RUEL B. BANTUGAN, MPA**, District Engineer, duly authorized for this purpose, with main office address at Capitol Hills, Telaje, Tandag City, hereinafter referred to as the "**PROCURING ENTITY**";

-and-

RJ CONSTRUCTION AND SUPPLY a single proprietorship organized and existing under and by virtue laws of the Republic of the Philippines with office address at **Purok Santan, San Agustin Sur, Tandag City, Surigao del Sur**, represented herein by **ANILYN R. SARDOVIA** Proprietor/Manager, duly authorized for this purpose, hereinafter referred to as the "**CONTRACTOR**";

"WITNESSETH"

WHEREAS, in accordance with the advertisement of the **PROCURING ENTITY** published/posted in accordance with R.A. 9184, the **CONTRACTOR** & other contractors/bidders submitted bids to construct & complete the **25NH0128 Construction of School Building, Nurcia Integrated School, Lanuza, Surigao del Sur** in accordance with the plans & specifications & requirements thereof;

WHEREAS, the above mentioned project has been undertaken through Competitive Public Bidding;

WHEREAS, after the opening of bids on **June 16, 2025** the bid price of the **CONTRACTOR** was found to be the Single Calculated and Responsive Bid.

WHEREAS, the Committee on Award of the **PROCURING ENTITY**, under Resolution No. **282** Series of **2025** dated **June 25, 2025** awarded the above mentioned Bid to the **CONTRACTOR** at the amount of **Four Million Nine Hundred Forty Nine Thousand Nine Hundred Thirty Six and 06/100 Pesos Only (PHP 4,949,936.06)**.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That in this Contract Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to;
2. That the following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

Republic of the Philippines
(DEPARTMENT OF PUBLIC WORKS
AND HIGHWAYS)

RUEL B. BANTUGAN, MPA

District Engineer

**RJ CONSTRUCTION AND
SUPPLY**

ANILYN R. SARDOVIA

Proprietor/Manager

CHERRY C. YU

Accountant III
Chief, Finance Section
(Witness)

JAY R. LAURENTE

Engineer III
Chief, Construction Section
(Witness)

Department of Public Works and Highways (DPWH)

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- a.) Contract Agreement;
- b.) Condition of Contract;
- c.) Drawings/Plans;
- d.) Specification;
- e.) Invitation to Bid;
- f.) Bid Form including all the documents/statements contained in the winning bidder's two bidding envelopes, as ANNEXES;
 - i. Registration Certificate from SEC, DTI for Sole Proprietorship, CDA for Cooperatives;
 - ii. Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
 - iii. Statement of all its On-going & Completed Government & Private Contracts w/in Ten (10) years from the submission of bids;
 - iv. A valid PCAB License
 - v. Latest Audited Financial Statements Stamped Received by BIR;
 - vi. NFCC Computation or Credit Line Commitment;
 - vii. Valid Joint Venture Agreement (JVA);
 - viii. Bid Security;
 - ix. Duly signed Organizational Chart for the Project;
 - x. Duly signed Contractor's Affidavit of Commitment to Work on the Contract w/ Complete Qualification & Experience Data;
 - xi. Duly signed List of Contractor's Equipment Pledged to the Contract supported w/ Proof of Ownership;
 - xii. Sworn Statement in accordance w/ Section 25.2 (b)(iv) of the IRR of R.A. 9184;
 - xiii. Sworn Statement that it complies w/ Section II-A-4, (Conflict of Interest) provided in the Bidding Documents;
 - xiv. Form of Bid
 - xv. Duly signed Bid prices in the Bill of Quantities
 - xvi. Duly signed Detailed Estimates
 - xvii. Duly signed Cash Flow by Quarter and Payment Schedule
- g.) Eligibility requirements, documents and/or statements;
- h.) Performance Security;
 - i.) Credit line issued by an authorized bank in accordance with the provisions of the IRR of R.A. 9184, if applicable;
 - j.) Notice of Award of Contract and Contractor's "Conforme" thereto;
 - k.) Contractor's All Risk Insurance (CARI) and
 - l.) PERT/CPM; and
- m.) Other contract documents that may be required by existing laws and/or the agency concerned.

- 3. That in consideration of the Payments to be made by the PROCURING ENTITY to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the PROCURING ENTITY to execute and complete the WORKS and remedy any defects therein in conformity, in all respects, with the provisions of this CONTRACT;
- 4. That the Contractor will fully faithfully furnished all required materials and labor and will complete the said **25NH0128 Construction of School Building, Nurcia Integrated School, Lanuza, Surigao del Sur** and hereby agrees to complete the contract within **One Hundred Twenty Three (123) calendar days**.


JAY P. LAURENTE
Engineer III
Chief, Construction Section
(Witness)


CHERRY C. YU
Accountant III
Chief, Finance Section
(Witness)

RJ CONSTRUCTION AND SUPPLY

ANILYN R. SARDOVIA
Proprietor/Manager

**Republic of the Philippines
(DEPARTMENT OF PUBLIC WORKS
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RUEL B. BANTUGAN, MPA
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5. That the PROCURING ENTITY hereby covenants to pay the CONTRACTOR in consideration of the execution and completion of the WORKS at the unit prices agreed in the TENDER at the time in the manner prescribed by the CONTRACT and specified in the BID. It is understood that the quantities listed in the PROPOSAL do not govern final payment, hence, payment to the CONTRACTOR will be made only for actual quantities of contract items performed in accordance with the plans and specifications and accepted by the PROCURING ENTITY;

The items of work covered under this contract are enumerated hereunder, viz;

25NH0128 Construction of School Building, Nurcia Integrated School, Lanuza, Surigao del Sur

Pay Item No.	Description	Quantity	Unit	Unit Price (Pesos)	Amount (Pesos)
(1)	(2)	(3)	(4)	(5)	(6)
PART A. GENERAL REQUIREMENTS					
B.3(1)	Permits and Clearances	1.00	l.s.	17,062.50	17,062.50
B.5(1)	Project Billboard / Signboard	1.00	ea.	8,106.00	8,106.00
B.7(1)	Occupational Safety and Health	1.00	l.s.	54,180.00	54,180.00
PART B. EARTHWORKS					
803(1)a	Structure Excavation (Common Soil)	48.04	cu.m.	340.44	16,354.74
804(1)a	Embankment from Roadway/Structure Excavation (Common Soil)	23.33	cu.m.	256.54	5,985.08
804(2)a	Embankment from Borrow (Common Soil)	13.78	cu.m.	786.59	10,839.21
804(7)	Gravel Fill	20.79	cu.m.	2,726.52	56,684.35
PART C. PLAIN AND REINFORCED CONCRETE WORK					
900(1)c	Structural Concrete (3000 psi, Class A, 28 days)	41.53	cu.m.	9,685.26	402,228.85
900(1)i	Structural Concrete (Class A, 28 days)	25.99	cu.m.	8,810.26	228,978.66
902(1)a1	Reinforcing Steel (Deformed, Grade 40)	8,892.65	kg.	144.71	1,286,855.38
903(2)	Formworks and Falseworks	194.30	sq.m.	821.68	159,652.42
PART D. FINISHING AND OTHER CIVIL WORKS					
1000(1)	Soil Poisoning	10.88	lit.	504.44	5,488.31
1003(17)	Carpentry and Joinery Works	1.00	l.s.	64,528.60	64,528.60
1004(2)	Finishing Hardware	1.00	l.s.	7,586.25	7,586.25
1008(1)c	Aluminum Glass Windows (Awning Type)	0.72	sq.m.	3,576.56	2,575.12
1008(1)d	Aluminum Glass Windows (Fixed Type)	4.54	sq.m.	1,535.80	6,972.53
1009(1)a	Jalousie Windows (Glass)	12.65	sq.m.	2,261.18	28,603.93
1010(2)b	Doors (Wood Panel)	9.66	sq.m.	8,097.55	78,222.33
1013(2)a	Fabricated Metal Roofing Accessory (Gauge 26, Ridge/Hip Rolls)	13.90	ln.m.	414.38	5,759.88
1013(2)b	Fabricated Metal Roofing Accessory (Gauge 26 (0.551 mm), Flashing)	20.40	ln.m.	607.74	12,397.90
1014(1)a2	Prepainted Metal Sheets (Corrugated, Long Span, 0.427mm thk)	153.68	sq.m.	961.82	147,812.50
1016(1)a	Waterproofing Cement Base	69.77	sq.m.	231.61	16,159.43
1018(1)	Glazed Tiles and Trims	12.82	sq.m.	1,805.85	23,151.00
1018(2)	Unglazed Tiles	6.12	sq.m.	1,552.70	9,502.52
1046(2)a1	100mm CHB Non-Load Bearing (including Reinforcing Steel)	23.18	sq.m.	1,205.10	27,934.22
1046(2)a2	150mm CHB Non-Load Bearing (including Reinforcing Steel)	190.44	sq.m.	1,630.61	310,533.37
1021(1)c	Cement Floor Finish with Floor Hardener	126.00	sq.m.	451.46	56,883.96

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District Engineer

1027(1)	Cement Plaster Finish	484.01	sq.m.	256.05	123,930.76
1003(1)a1	Ceiling (4.5mm Metal Frame, Fiber Cement Board)	127.56	sq.m.	1,200.40	153,123.02
1200(14)	Ventilation System	1.00	l.s.	1,464.95	1,464.95
1032(1)a	Painting Works (Masonry/Concrete)	484.01	sq.m.	386.42	187,031.14
1032(1)b	Painting Works (Wood)	195.33	sq.m.	392.37	76,641.63
1032(1)c	Painting Works (Steel)	188.38	sq.m.	415.72	78,313.33
1038(1)	Reflective Insulation	137.70	sq.m.	256.97	35,384.77
1047(7)	Structural Steel	1.00	l.s.	283,874.69	283,874.69
1047(8)b	Structural Steel Purlins	2,125.31	kg.	152.43	323,961.00
1047(3)	Metal Structure Accessories	1.00	l.s.	66,991.02	66,991.02
1047(5)b	Metal Structure Accessories (Sagrods)	59.79	kg.	106.17	6,347.90
1047(4)b	Metal Structure Accessories (Turnbuckle)	16.00	ea.	241.17	3,858.72
1047(5)c	Metal Structure Accessories (Cross bracing)	101.27	kg.	133.18	13,487.14
1047(5)d	Metal Structure Accessories (Steel Plates)	283.90	kg.	156.96	44,560.94
1051(1)a	Railing	1.00	l.s.	50,544.38	50,544.38
PART E. PLUMBING WORKS					
1001(9)	Storm Drainage and Downspout	1.00	l.s.	61,372.50	61,372.50
1001(8)	Sewer Line Works	1.00	l.s.	73,880.63	73,880.63
1002(4)	Plumbing Fixtures	1.00	l.s.	68,420.63	68,420.63
1002(24)	Cold Water Lines	1.00	l.s.	10,740.19	10,740.19
1001(11)	Septic Vault/Tank (Concrete/CHB)	1.00	l.s.	44,059.31	44,059.31
PART F. ELECTRICAL WORKS					
1100(10)	Conduit, Boxes, and Fittings (Conduit Works/ Conduit Rough-in)	1.00	l.s.	19,211.06	19,211.06
1101(33)	Wires and Wiring Devices	1.00	l.s.	31,502.63	31,502.63
1102(1)	Panelboard with Main & Branch Breakers	1.00	l.s.	8,505.00	8,505.00
1103(1)	Lighting Fixtures and Lamps	1.00	l.s.	29,091.56	29,091.56
1106(9)	LCD, LED Monitor	2.00	set	31,296.56	62,593.12
1200(2)c	Oscillating, Ceiling Fan	6.00	set	6,667.50	40,005.00
TOTAL COST				PHP 4,949,936.06	

6. The implementing Rules and Regulations of the R.A. 9184 P.D. 1759, other existing laws, decrees, executive and administrative orders, department orders/circulars issued by proper authorities affecting government construction projects, as well as the guidelines for the completion and payment of Price Escalation on infrastructure contracts adopted and approved by the Government, shall be made and formed as Integral part of the Contract;
7. That this CONTRACT shall not take effect until the CONTRACTOR has furnished and delivered to the PROCURING ENTITY a "Performance Security" that is fully acceptable to the PROCURING ENTITY in the form and amount as required in the Instruction to Bidders;
8. In case the CONTRACTOR refuses or fails to satisfactory complete the work/s within the specified contract time, plus any time extension duly granted and is hereby in default under the CONTRACT, the CONTRACTOR shall pay the PROCURING ENTITY for LIQUIDATED DAMAGES, as provided in the conditions of contract, equal to at least one tenth (1/10) of one (1%) percent of the cost or the unperformed portion of the works for every day of delay.


RUEL B. BANTUGAN, MPA
District Engineer


ANILYN R. SARDOVIA
Proprietor/Manager


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9. In case the CONTRACTOR lags behind schedule in his work and incur 15% or more negative slippage, based on his approved PERT / CPM, the Secretary of Department Public Works and Highways and/or District Engineer, may, at his discretion, terminate or rescind the contract pursuant to existing laws, rules and regulations;
10. The provision of R.A. 6685 as implemented by Department Order No. 51, series of 1990, is hereby incorporated as part of this CONTRACT;
11. The CONTRACTOR shall comply with, and strictly observe, all laws regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wages, hour of labor and other labor laws as per Ministry Order No. 9, series of 1981, Dole Department Order No. 13, and other relevant and applicable provision of P.D. 442, as amended, otherwise known as the Labor Code of the Philippines;
12. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any employee/official of the ENTITY (or any Philippine Government Instrumentality/ies) to secure this CONTRACT;
13. The Joint Guidelines on Change Orders, Extra Work Orders, etc. as provided under the pertinent provisions of R.A. 9184 and Department Order No. 204 series of 2004, are hereby incorporated as part of this CONTRACT;
14. Within a period of 12 (twelve) Months after the completion and final acceptance of this PROJECT, the CONTRACTOR shall remain liable for any damage/s or defect/s discovered on the works due to faulty construction methods or the use materials of inferior quality or violation of the terms an and conditions of this CONTRACT;
15. The CONTRACTOR shall be held responsible for any structural defects and/or failure of the completed projects within the warranty period of fifteen (15) years for permanent structures after Final Acceptance except those occasioned by force majeure and those caused by the other parties; the PROCURING ENTITY shall issue perpetual disqualification to the CONTRACTOR from participating in any public bidding, if it fails to comply with the Warranty Provision under Section 62 of the revised IRR of R.A. 9184;
16. The CONTRACTOR shall pay taxes in full and on time and that failure to do so will entitle the Government to suspend payment for the contract;
17. The CONTRACTOR shall likewise regularly present within the duration of the contract, a tax clearance from the BIR as well as a copy of its income and business tax returns duly stamped received by the BIR and duly validated with the tax payments made thereon;
18. If any dispute or difference of any kind whatsoever arises between the PROCURING ENTITY and the CONTRACTOR in connection with or arising out of this CONTRACT, or carrying out of the WORKS, it shall first be referred to and settle by the DISTRICT ENGINEER. However, if the decision of the DISTRICT ENGINEER is not satisfactory either to the PROCURING ENTITY or the CONTRACTOR, such dispute may be submitted to, and settled by the DPWH Secretary. In case the decision is not acceptable to the CONTRACTOR, the same shall be elevated to the Construction Industry Arbitration Commission (CIAC) created by Executed Order No. 1088 for settlement;
19. This contract/agreement becomes binding and valid upon the parties and shall remain effective upon approval hereof until the final completion and acceptance of the project;

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IN WITNESS WHEREOF, the parties hereto set their respective hands on the day, month and year first above written.

PROCURING ENTITY:

Represented by:


RUEL B. BANTUGAN, MPA
District Engineer

CONTRACTOR:

Represented by:


ANILYN R. SARDOVIA
Proprietor/Manager

WITNESSED BY:


JAY P. LAURENTE
Engineer III
Chief, Construction Section


CHERRY C. YU
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Chief, Finance Section

