



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
IFUGAO SECOND
DISTRICT ENGINEERING OFFICE
CORDILLERA ADMINISTRATIVE REGION
Aguinaldo, Ifugao

CONTRACT AGREEMENT

FOR

AS TO AVAILABILITY OF FUNDS


MAB A. MAGRANGA-TABBAY
Chief, Finance Section

Contract ID: 23PJ0020

Contract Name: CONVERGENCE AND SPECIAL SUPPORT PROGRAM-BASIC INFRASTRUCTURE PROGRAM (BIP)- INTERJURISDICTIONAL ROADS AND/OR BRIDGES (OR, ROADS THAT TRAVERSE MULTI LGU JURISDICTIONS) - CONSTRUCTION OF ROAD, JUNCTION NALBU TO AYANGAN, PALAAD, MAYOYAO, IFUGAO
Contract Location: Mayoyao, Ifugao

KNOW ALL MEN BY THESE PRESENTS:

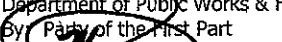
This **CONTRACT AGREEMENT**, made this 29th day of March, 2023, by and between:

The **GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES** through the Department of Public Works and Highways (DPWH) represented herein by ENGR. ROMMEL N. BALAJO, duly authorized for this purpose, with main office address at DPWH - Ifugao Second District Engineering Office, Talite, Aquinaldo, Ifugao, hereinafter referred to as the "**PROCURING ENTITY**";

-and-

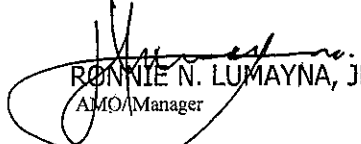
ROYINA CONSTRUCTION a single proprietorship/partnership/corporation/ joint venture organized and existing under and by virtue of laws of the Republic of the Philippines, with main office address at Bongan, Mayoyao, Ifugao, represented herein by MR. RONNIE N. LUMAYNA, JR., duly authorized for this purpose, hereinafter referred to as the "**CONTRACTOR**";

WHEREAS, the **PROCURING ENTITY** is desirous that the **CONTRACTOR** execute the Works under **23PJ0020: CONVERGENCE AND SPECIAL SUPPORT PROGRAM- BASIC INFRASTRUCTURE PROGRAM (BIP)- INTERJURISDICTIONAL ROADS AND/OR BRIDGES (OR, ROADS THAT TRAVERSE MULTI LGU JURISDICTIONS) - CONSTRUCTION OF ROAD, JUNCTION NALBU TO AYANGAN, PALAAD, MAYOYAO, IFUGAO**, hereinafter called the "**Works**," and the **PROCURING ENTITY** has accepted the Calculated Bid of the **CONTRACTOR** for the execution and completion of the **Works** at the calculated unit bid prices shown in the attached Bill of Quantities, or a total Contract price of **Nineteen Million Four Hundred Ninety Thousand Four Hundred Thirty Nine Pesos & Sixty Seven Centavos (PHP19,490,439.67)**, to be completed *within (146) calendar days which shall commence upon receipt of the Notice to Proceed.*

Republic of the Philippines
Department of Public Works & Highways
By:  Party of the First Part


ROMMEL N. BALAJO
District Engineer

ROYINA CONSTRUCTION


RONNIE N. LUMAYNA, JR.
AMO/Manager

IMPLEMENTING UNIT


MANUEL T. OMAN
Chief, Construction Section



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
IFUGAO SECOND
DISTRICT ENGINEERING OFFICE
CORDILLERA ADMINISTRATIVE REGION
Aguinaldo, Ifugao

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
 2. 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;
- 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;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract 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.

(f) Other Documents:

- (a) Construction Methods
- (b) Construction Schedule in the form of PERT/CPM Diagram or Precedence Diagram and Bar Chart with S-Curve, or other approved tools of project scheduling, and Cash Flow.
- (c) Manpower Schedule
- (d) Equipment Utilization Schedule
- (e) Construction Safety and Health Program initially approved by the Head of the Procuring Entity

(f) **CONTRACTOR's All Risk Insurance (CARI)**

Republic of the Philippines
Department of Public Works & Highways
By: Party of the First Part

ROMMEL N. BALAJO
District Engineer

DPWH-INFRR-51-2016

ROVINA CONSTRUCTION

RONNIE N. LUMAYNA, JR.
AMIO Manager

IMPLEMENTING UNIT

MANUEL T. OMAN
Chief, Construction Section

AS TO AVAILABILITY OF FUNDS

MAE A. MACRANGA-TABBAY
Chief, Finance Section



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3. 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 with the provisions of this **CONTRACT AGREEMENT** in all respects.

4. In consideration of the execution and completion of the **Works** by the **CONTRACTOR**, the **PROCURING ENTITY** hereby covenants to pay the **CONTRACTOR** the unit prices in the **CONTRACTOR'S** Calculated Bid, as applied to the actual quantities accomplished as certified by the **PROCURING ENTITY** under the provisions of this **CONTRACT AGREEMENT**, at the times and in the manner prescribed by this **CONTRACT AGREEMENT**.

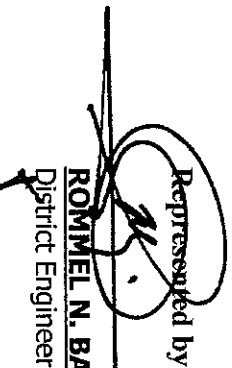
5. In addition to this **CONTRACT AGREEMENT** includes this provisions under Cabinet Action/Decision File No. 437-020518-07-18 with subject: "Contractual Provisions to Penalize Slippage" States that a "slippage of more than 30 days in the original schedule would result in nonpayment, the cancellation of the contract, blacklisting of the erring contractor, and the entry of a new contractor who will finish the project".

IN WITNESS WHEREOF, the parties thereto have caused this Agreement to be executed the day and year first before written.

PROCURING ENTITY:

DPWH-IFUGAO SECOND DEO
Aguinaldo, Ifugao

Represented by:


ROMMEL N. BALAJO
District Engineer

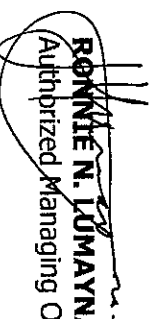
Witnessed by:


MAE A. MAGRANGA-TABBAY
Chief, Finance Section

CONTRACTOR:

ROVINA CONSTRUCTION

Represented by:


RONNITO N. LUMAYNA, JR.
Authorized Managing Officer


MANUEL F. OMAN
Chief, Construction Section



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
IFUGAO SECOND
DISTRICT ENGINEERING OFFICE
CORDILLERA ADMINISTRATIVE REGION
Agunaido, Ifugao

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF _____) S.S.
MUNICIPALITY OF _____)

ACKNOWLEDGEMENT

AS TO AVAILABILITY OF FUNDS

MAE A. MACRANGA-TABBAY
Chief, Finance Section

IMPLEMENTING UNIT

MANUEL F. OMAN
Chief, Construction Section

ROVINA CONSTRUCTION

RONNIE N. LUMAYNA, JR.
AM/O Manager

Doc. No.: 219
Page No.: 4
Book No.: 40
Series of: nm

This Contract consist of Four (4) pages, including Notarial Acknowledgement by the parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal this 29th day of March, 2023.

ATTY. ABRAHAM S. SABLE
NOTARY PUBLIC

Notary Public

PTR No. 3323003, 01-03-23
IBP No. 263537, 01-03-23
MCLE Exemption No. VI-901594, 03-08-19
Extended Valid Until 04-14-2023
(Per B.M. No. 850, February 15, 2022)
Roll No. 25365
Not. Com. No. 0270, Issued on July 12, 2022 by the RTC Br. 66
Until December 31, 2023
Santiago City

Republic of the Philippines
Department of Public Works & Highways
By: _____

ROMMEL N. BALAJO
District Engineer

DPWH-INFR-51-2016