

CONTRACT AGREEMENT

FOR THE

Contract ID No. 20Z00008

**DESIGN AND BUILD OF SAMAL ISLAND-DAVAO CITY CONNECTOR (SIDC)
PROJECT UNDER CHINA GOVERNMENT FINANCING FACILITY**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this of
Manila, by and between:

AUGday of
2022

2021 at City

01-13-21
07-11-22
08-25-22

The GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES through the Department of Public Works and Highways (DPWH), represented herein by Undersecretary EMIL K. SADAIN, CESO I, duly authorized for this purpose, with main *** office address at Bonifacio Drive, Port Area, Manila, hereinafter referred to as the "FIRST

PARTY" (PROCURING ENTITY);

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Signed by.

EMILK, SADAIN, CESOJ

Witnesses:

By:

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Undersecretary for UPMO Operations

RMC II - Multilateral, UPMO

SHARTE MADSMO H. HASIM Project Director

MARY ANTOINETTE Z. PUNO Department Chief Accountant

REN XIAOPENG

Authorized Representative

FOR CHINA ROAD AND BRIDGE CORPORATION

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CHINA ROAD AND BRIDGE CORPORATION, a corporation duly organized and existing under and by virtue of laws of the Republic of the Philippines, with registered Office address at Unit 508/512 BF Condominium Building, A. Soriano Ave. corner Solana St., Intramuros, Manila represented herein by Mr. REN XIAOPENG, General Manager/Authorized Representative, duly authorized for this purpose, hereinafter referred to as the "SECOND PARTY" (CONTRACTOR);

WITNESSETH:

WHEREAS, the FIRST PARTY is desirous to have the WORKS for the Project, Contract ID No. 20ZOO008, Design and Build of Samal Island - Davao City Connector (SIDC) Project under China Government Financing Facility, undertaken by Contract;

WHEREAS, the SECOND PARTY represents itself as possessing the capability, expertise, technical knowledge, and immediately available resources needed for the WORKS;

WHEREAS, the Bids and Awards Committee for Civil Works (BAC-CW) in its approved Resolution No. 2020-26-Step-01 decided to declare China Road and Bridge Corporation and Hunan Road and Bridge Construction Group Co., Ltd. to have passed the first stage of detailed evaluation of bid. Subsequently following Item 11.2 of the Annex "G" of the revised IRR of RA 9184, the dommeded to schedule the opening of the financial proposals of China Road and Bridge Corporation and Hunan

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FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
FOR CHINA ROAD AND BRIDGE CORPORATION____
By:

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MARY ANTOINETTE Z. PUNO Accounting Division. Finance Service Department Chief Accountant

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Authorized Representative
Witness:

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Witnesses: N

SHARIF MABSMO H. HASIM Project Director
Undersecretary for **UPMO** Operations
RMC II - Multilateral, UPMO

Signed by

EMILK. SADAIN SESOI

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Road and Bridge Construction Group Co., Ltd. on December **9, 2020**, subject, however, **to the submission of the Special PCAB License of the latter. Further, the TWG recommended for the declaration of China State Construction Engineering Corporation Limited as non-compliant to the technical requirements of the bidding documents;**

WHEREAS, the **BAC-CW** on the **same** meeting, after thorough deliberation, **found the recommendations of the TWG to be in order**, and consequently declared **China Road and Bridge Corporation** and **Hunan Road and Bridge Construction Group Co., Ltd.** **to have passed the eligibility check and 1st step of detailed bid evaluation**, hence, their **financial proposals were scheduled for opening on December 9, 2020, 12:30 P.M.**, subject **to the above-mentioned conditions**. In addition, the **BAC-CW** instructed the Secretariat **to inform China State Construction Engineering Corporation Limited of its deficiencies;**

WHEREAS, a letter dated December **9, 2020** from **Hunan Road and Bridge Construction Group Co., Ltd.** addressed **to Chairperson Eugenio R. Pipo, Jr.** was received on even date by the Procurement Service informing **the BAC-CW that they were not able to process their PCAB application on time and assured to submit the said PCAB License in the event that the project under bidding will be awarded to them;**

WHEREAS, the **BAC-CW deliberated the said letter on December 9, 2020 and unanimously agreed and decided not to consider the appeal of the said bidder;**

WHEREAS, the **BAC-CW** asked the authorized representative of **Hunan Road and Bridge Construction Group Co., Ltd., Ms. Guo Yangxiao, if they will still file a motion for reconsideration. In response, Ms. Guo manifested that they are no longer interested to file any motion for reconsideration, hence, the BAC-CW returned their price bid unopened and proceeded to the opening of the price bid of China Road and Bridge Corporation in public in the presence of its authorized representative on the same meeting;**

WHEREAS, the financial envelope of China Road and Bridge Corporation was opened to determine its compliance to the requirements set forth in the bidding documents. Result showed that it is compliant to the requirements of the financial envelope, hence, its bid was read and recorded in the abstract of bids as follows:

Bidder	Total Amount of Bid as Read (PhP)	Discount Offered (%)	Bid as Read with/without discount (PhP)	Result
China Road and Bridge Corporation	PhP 19,321,083,655.00			Passed
			Php 19,321,083,655.00	

WHEREAS, following Annex "G" of the 2016 Revised Implementing Rules and Regulations of R.A. 9184, the BAC-CW in its meeting on December 9, 2020 declared China Road and Bridge Corporation as the lone bidder passing the requirements of the bidding documents and subjected to the second step procedure of the same guidelines, and eventually to post-qualification in accordance with Section 34.1 of the same IRR;

WHEREAS, the BAC-CW through the BAC-TWG conducted the detailed evaluation using non-discretionary criteria and arithmetical corrections on the financial proposal of China Road and Bridge Corporation and result of which is shown in the following table:

Bidder	Total Bid as Read with/without discount (TBR) (PhP)	Total Calculated Bid (TCB) (PhP)	Reasons for Variance (TCB vs TBR) %	Variance Ranking of TCB of TCB from

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FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Signed by:
MIL-SADAIN CESO

FOR CHINAROAD AND BRIDGE CORPORATION

By:
Authorized
Representative
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Witness:
MO HAIYAN
Marketing Manager
Accounting Division, Finance Service
SHARIP MESMO H. HASIM Project Director
MARY ANTOINETTE Z. PUNO Department Chief Accountant
Witree
Undersecretary for UPMO Operations
RMC II – Multilateral UPMO

China Road and
Bridge
Corporation
19,321,083,655.00

19,321,204,349.57

The total bid price of Php

19,321,083,655.00 was increased by Php

119,321,204,349.57
(an addition of Php
120,649.57) after
arithmetical correction due to
reduction of quantity for
Part B: Other General

Requirements. Pay Item No. B.5 Project Billboards/Signboards (the quantity used by the contractor is 2 instead of 4) and inclusion of additional pay item nos. for Part H: Miscellaneous, to wit:

- 1. 601(1)-Sidewalk 2. SPL 20 Under Bridge Inspection Platform Vehicle 3. SPL21 Stairway - Internal Maintenance 4. SPL22 Ramp Pedestrian Stairway

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(0.47) bidder

WHEREAS, during arithmetic evaluation, the **TWG** observed that the bidder reduced the quantity **for Item B.5 Project Billboard/Signboard** from **"4" to "2"** and included new **pay items** for Part H-Miscellaneous (601(1)-Sidewalk, SPL 20-Under Bridge **Inspection** Platform Vehicle, **SPLZ1**-Stairway-Internal Maintenance and SPL22-**Ramp** Pedestrian Stairway) as presented in its financial **proposal of Part 3 Bill of Quantities of the Works**. However, Item **11.2 Second-Step** Procedure of **Annex "G"** of the **2016 Revised Implementing Rules and Regulations of R.A. 9184** states that **"xxx... The BAC shall...evaluate it using non-discretionary criteria - including arithmetical corrections for computational errors – as stated in the Bidding Documents, and thus determine the correct total calculated bid prices" only, unlike in regular bidding where "bids not addressing or providing all required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified" as stated in Section 32.1.1.a) of the 2016 RIRR of RA 9184**. Thus, the **TWG considered** the reduction of quantity for Item **B.5** and addition of new **pay** Items;

WHEREAS, considering that **China Road and Bridge Corporation is the lone** bidder that passed the **first and second** step of detailed bid evaluation, its bid was subjected to post-qualification following **Rule X** Section 34 of the **same IRR**. Results showed that **it is responsive** to the legal and financial requirements of the project. As to **technical** requirements, the **pledged equipment** for the project were found to be under purchase and lease agreements. For the performance in its on-going contracts, the **bidder has** no on-going contract with DPWH per memorandum dated December **11, 2020, while as** to the verification with **other government** agencies (i.e. **NIA, DOH, NHA, DoTr, DA, and LWUA**), the **BAC Secretariat has not** yet received responses from them;

WHEREAS, on December **11, 2020**, the **BAC-TWG** presented to the **BAC-CW** the result of the **detailed** evaluation of the financial proposal and post-qualification of **China Road and Bridge Corporation** whether it complies with, and **is responsive** to all the requirements and conditions specified in the bidding documents. Result **showed** hau the bidder was **found to** be compliant and is responsive a£to legal technical and mancial requirements of the **bidding** documents. However, it is noted that any adverse of contrary findings **after**

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Witness:
FOR CHINA ROAD AND BRIDGE CORPORATION____

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Witnesses

By:

SHABLAREMO H. HASIM RMC II -- Multilateral, **UPMO Project Director**

MARY ANTOINETTE Z. PUNO Department Chief Accountant

Accounting Division, Finance Service

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Signed **by:**

EMIL KADAIN, CESOI

mersecretary for UPMO Operations

Engr **JOHNIEL DE MER**

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award, but not **prior** to **contract** execution, on the qualification **of** the firm can **be acted** upon pursuant to Sec. **23.6** of the IRR **of RA 9184**;

WHEREAS, the BAC-CW **on the** same meeting, **after** thorough **analysis** on the results of **the financial** evaluation and post-qualification, **agreed on** the findings of **the TWG and** found that **the total bid as read in** the amount of **Php 19,321,083,655.00 and the total corrected bid** in the amount of **Php 19,321,204,349.57 of** China Road and Bridge Corporation is both **0.47%** below the **Approved Budget** for the **Contract of Php 19,411,760,010.13**. Following Section 34.4 **of the 2016 Revised** Implementing Rules **and** Regulations of R.A. **9184 which** states

that award of contract to **the** bidder with **the** Lowest Calculated Bid shall be "xxx...at its submitted bid price or its calculated **bid** price, whichever is lower...xxxx", **the** TWG recommends the award **of** contract at the lower bid price in the amount **of PhP 19,321,083,655.00**;

WHEREAS, in **view of** the above findings, **Project Director Sharif Madsmo H. Hasim**, moved **to** accept the recommendation of **the** TWG and recommended that **the** contract for **Contract** ID No. **20Z00008**, Design **and** Build Implementation **of** Samal Island – Davao **City** Connector (**SIDC**) Project under China Government Financing Facility, be awarded **to** CHINA ROAD AND BRIDGE CORPORATION at its bid price of NINETEEN BILLION THREE HUNDRED **TWENTY** ONE MILLION EIGHTY THREE THOUSAND SIX HUNDRED **FIFTY** FIVE PESOS (PhP 19,321,083,655.00). As the motion was **seconded** by Assistant Secretary Antonio V. Molano, **Jr.**, **the** motion was approved **by** Undersecretary Eugenio R. Pipo, **Jr.**;

WHEREAS, the BAC-CW in its Resolution 2020-26-**Step**-02 declaring China Road **And** Bridge Corporation as **bidder** with **the** Single **Calculated and** Responsive **Bid** (SCRB) for the **contract** and recommend to Undersecretary Emil K. **Sadain**, CESO **I**, Unified **Project** Management Office (UPMO) **Operations**, for approval, the award **of** the said Contract **to** China **Road And** Bridge Corporation at its **total** calculated bid price in the amount of Nineteen Billion Three Hundred Twenty One **Million Eighty Three** Thousand Six **Hundred Fifty** Five Pesos (PhP **19,321,083,655.00**) **thru** the Notice of Award **dated** December **14, 2020**;

WHEREAS, the **total** amount **of** award **for** the execution of **the** WORKS is Nineteen Billion Three **Hundred** Twenty One Million Eighty **Three** Thousand Six **Hundred** Fifty Five Pesos (**PhP 19,321,083,655.00**), Philippine **Currency**, breakdown **as** follows;

Part No.	Description
A	Facilities for the Engineer
B	Other General Requirements Earthworks
E	
F1	
F2	

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F6
G
H

Sub-Base **and Base** Course
 Surface **Course**
 Bridge Construction – Navigation **Bridge** Brick
 Construction - **Marine Viaduct** - West **Bridge**
Construction - Marine Viaduct - East Bridge
 Construction – **Land Viaduct** – West Brace
 Construction – Land **Viaduct** - East **Bridge**
 Construction - **Interchange Ramps** **Drainage**
and Slope Protection Structures Miscellaneous

193,882,132.00 2,236,352,369.00

Amount (PhP)

16,579,717.00
 3,363,260.00
223,218,742.00
6,359,608,661.00
 3 553 128 136.00
 3,335,004,370.00
968,426,067.00
 866,897,879.00
 1.279.613 683.00 |
122,650,691.00
162,357,948.00

TOTAL

19,321,083,655.00

WHEREAS, the whole **WORKS** of the project as covered **by this** CONTRACT/shapi.De completed **within** the period of One Thousand **Eight** Hundred Twenty-Five (1825) - **calendar days reckoned** from **the** Effectivity Dete of Contract, based **on te** Notice to

Page 4 of 10

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Signed by:

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Witnesses

SHARE **MAMO H.** HASIM Project Director
 RMC II - Multilateral. UPMO

Engr JOHNIEL DE MERBANO

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Witness:

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FOR CHINA ROAD AND BRIDGE CORPORATION

MARY ANTOINETTE Z. PUNO Accounting Division, Finance Service Department Chief Accountant

Authorized Representative

Marketing Manager MO HAIYAN

By:

REN XIAOPENGJ

Proceed (NTP) to be issued **by the FIRST PARTY** to the SECOND PARTY and In **accordance with the provisions of** contract documents and **bidding** documents;

NOW, THEREFORE, for and consideration **of the** foregoing premises, the parties hereto agree to **enter** into CONTRACT, **subject to following** terms and conditions:

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. The **following** documents shall be deemed **as** forming **part of** this contract. For the Purposes **of** Interpretation, the priority **of** the documents **shall be** in accordance with **the** following sequence:

a. This Contract Agreement

b. Documents forming **part** of the Contract Agreement in the following order of **priority**:

i.

ii.

III.

iv.

v.

vi.

vii.

viii.

IX.

x.

XI.

xii.

xiii.

Notice of Award with the Contractor's signed "conforme"

Bid Form

Special Conditions of Contract (SCC)

General Conditions of Contract (GCC)

Relevant Provisions of **Republic Act (RA) 9184** and Its Revised **Implementing Rules and Regulations (IRR)**

Minimum Performance Standards and Specification (MPSS)

Drawings

DPWH Standard Specifications (Blue Book)

Drawings (Approved Conceptual Design Plans)

Contractor's Bid comprised of its Technical and Financial **Proposals**, as **calculated by the Procuring Entity and conformed to by the Contractor** through the NOA

Bidding Documents with Addenda/Supplemental/Bid Bulletins Performance Security

Integrity Pledge under Department **Order No. 86**, series of **2013** Other Supporting Documents:

1. Construction **Methodology**
2. Construction **Schedule (PERT/CPM Diagram, Bar Chart with S-Curve)**, Equipment and **Manpower Schedule and Cash Flow by Quarter and Payment Schedule**
3. Construction **Safety and Health Program**
4. **Contractor's All Risk Insurance (CARI) Policy**

3. **That** in consideration of the payments to be **made by the FIRST PARTY** to the **SECOND PARTY as hereinafter** mentioned, **the SECOND PARTY** hereby **covenants with** the **FIRST PARTY** to execute **and** complete the **WORKS** and remedy **any defects** therein in **conformity with all** respects to the provisions of this **CONTRACT**.

That payment to the SECOND PARTY shall **be made in** Philippine Pesos as specified in **Instruction to Bidders (TTB) Clause 16.3**.

4. **That the FIRST PARTY** hereby covenants to **pay** **SECOND PARTY** in consideration **of** the execution **and completion of** the **WORKS at** the contract based **on progress**. It is understood however, that the **Bill of Quantities** in the **Preliminary Design Plans submitted** by **the SECOND PART** during the Competitive Public **Bidding which thus**, form **part** of the **CONTRACT**, **do not CERTIFIE**govern final payment. The plans and **specifications** to be **prepare and submitted**

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Marketing Manager MO HATYAN
FOR CHINA ROAD AND BRIDGE CORPORATION .

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By:
MARY ANTOINETTE Z. PUNO
Department Chief Accountant

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Signed by:

EMIL K. BADMIN, DESO! The secretary for **UPMO** Operations

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Project
Director

Authorized **Representative**
Accounting **Division**, Finance **Service**

by the SECOND PARTY based on the conduct of their detailed **engineering** design in **conformance** with performance specifications **and parameters, shall be approved by the FIRST PARTY, and shall be used as** reference by **the SECOND PARTY** for **construction**. However, basis of payment **of** the **FIRST PARTY** shall be thru payment terms and

conditions specified in ANNEX "A" of this Contract. The FIRST PARTY shall give feedback to the SECOND PARTY within twenty-one (21) calendar days upon receipt of submissions of deliverables, Otherwise, the SECOND PARTY will consider Plans approved by the FIRST PARTY. Should there be a deviation from the Approved Conceptual Design and the result of the Detailed Engineering Design prepared by the SECOND PARTY, the SECOND PARTY is entitled to a variation order provided that the cumulative amount does not exceed ten percent (10%) of the original contract price.

5. **That the FIRST PARTY shall be responsible for obtaining the Right of Way necessary for the implementation of the Project and shall bear the cost thereof in accordance with RA No. 10752, also known as "The Right of Way Act" and its Implementing**
and
regulations.

rules

6. **That the FIRST PARTY shall, upon written request of the SECOND PARTY, make an advance payment to the SECOND PARTY in an amount not exceeding fifteen percent (15%) of the total contract price, which shall be made only upon the submission to and acceptance by the FIRST PARTY of an Irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or Insurance company duly licensed by the Insurance Commission and confirmed by the FIRST PARTY, The advance payment shall be repaid by the SECOND PARTY by deducting fifteen percent (15%) from his payments a percentage equal to the percentage of the total contract price used for the advance payment. The SECOND PARTY may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Interim Payment Certificates in the advance payment.**

7. **That the SECOND PARTY may submit a request for payment for WORKS accomplished in accordance with the provisions of Section 5, Annex "E" of the IRR of RA 9184. Such request for payment shall be verified and certified by the FIRST PARTY'S Representative/Project Manager and Project Engineer. Except as otherwise stipulated in the Instruction to Bidders and Special Conditions of Contract.**

8. **That in case the SECOND PARTY lags behind schedule in his work and incurs 15% or more negative spillage, caused by the SECOND PARTY, based on his approved PERT/CPM or PDM, the Secretary of the Department of Public Works and Highways, may, at his discretion, terminate or rescind the contract pursuant to existing laws, rules and regulation. However, if the Right of Way (ROW) causes delays to the SECOND PARTY that will result to a negative slippage, the FIRST PARTY shall grant the SECOND PARTY to adjust their schedule, however, subjected for the approval of the FIRST PARTY.**

9. **That the SECOND PARTY shall comply with and strictly observe, all laws regarding workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws as per Ministry Order No. 9, series of 1981. Kewise, the guidelines for the Implementation of DOLE D.O. No. 13, Series of 1998 regarding Occupational Safety and Health shall be strictly followed.**

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Bridges Management Cluster

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FOR CHINA ROAD AND BRIDGE CORPORATION

By:

Witness:

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MARY ANTOINETTE Z. PUNO Department Chief Accountant

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Authorized Representative

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FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Signed by:

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Accounting Division, Finance Service

10. That the SECOND PARTY shall likewise **regularly** present **within the** duration **of** **the contract**, a tax **clearance** from the **Bik as well** as a copy **of its** Income and business tax returns duly stamped **and received by the BIR** and **duly validated** with **the tax payments made** thereon.

11. That **the provision of** R.A. 6685 and Republic Act No. **9710** or the Magna **Carta** for Women as **implemented** by **the Department Order No. 130**, series of 2016 is **hereby incorporated** as part **of** this **CONTRACT**.

12. That the SECOND PARTY warrants that it has not given nor **promised to give any** money or **gift to any** employee **of** the FIRST PARTY (**or** any Philippine Government Instrumentality) to secure **this** CONTRACT.

13. That the SECOND PARTY **shall** pay taxes, fees **and other** charges subject **to the** Loan Agreement **tax** clause, otherwise **shall** pay **taxes** in full **and on time to** Republic **of the Philippines including the local** government units where **the project** is situated **and** that the **failure** to do so will **entitle** the FIRST PARTY **to** suspend **payment for any** goods or **services** by the **private contracting** party. Likewise, the SECOND PARTY **shall regularly present** within **the duration of** the contract a

tax **clearance** from **the** Bureau of Internal Revenue (**BIR**) as well as copy of its income **and** business tax returns duly stamped **and received by the BIR** **duly validated** with the **tax** payments made thereon, per Executive **Order** No. 398, Series of 2005.

14. That the **SECOND PARTY shall return to the DPWH upon completion of the** project all **materials** used as Temporary Facilities whether billed separately as pay item(s) or **included** as component of the **pay item(s)**, all facilities purchased for **the** use of the Engineer **and items** purchased for **Safety and Health Program, Compliance** herein by the Contractor shall **be** responsibility of the **Project Engineer, The documents showing** acceptance by the appropriate official of **DPWH shall be** required as one of the supporting documents to **the** final payment of the contract.

15. That **within the** period of one **(1)** year **after** completion of the project, the **SECOND PARTY shall be** remain liable for **any damages** or defects discovered on the **works due to faulty** construction or **damages** or **defects** discovered on the works due to **faulty construction or** the use of materials of Inferior quality or **violation of terms** of the **CONTRACT**.

16. That after **final acceptance** of the project by Government, the **SECOND PARTY shall be held** responsible for any **damage** or destruction of **WORKS except those** occasioned by force majeure as **provided for In Section 62.2, Section 62.2.1, Section 62.2.2 and** Section 62.2.3 of R.A. **9184**.

17. If any dispute or difference of **any** kind whatsoever arises between **the** **FIRST PARTY or the ENGINEER** and the **SECOND PARTY** in connection with **or arising out of the** **CONTRACT**, or carrying **out of** the **WORKS**, it shall first **be negotiated by both parties**, or to be **referred** to and **settled by the** uninvolved **Party, whether** **FIRST PARTY or the ENGINEER**. However, if the **decision** of the **ENGINEER** is not satisfactory **either** to the **FIRST PARTY or the SECOND PARTY**, **such** dispute **may be submitted to, and settled by, the** Construction Industry Arbitration Commission (CIAC) **created by Executive** No. 1008.

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That **the** Revised **Implementing Rules and Regulations** (IRR) of RA **9184** and other **existing** laws, decrees, **executive and** administrative **orders**, circulars **issued by**

Engr JOHNIEL
Bridges Management Cluster

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FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Witnesses:

Signed by:

EMIL SADAIN, **CESO D** **undersecretary** UPMD Operations

SHARIE **LOSNO** **H. HASIM** Project Director

RMC II – **Multilateral, UPMD**

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Bridges Management Cluster

FOR CHINA ROAD AND BRIDGE CORPORATION

MARY ANTOINETTE Z. PUNO Department Chief Accountant Accounting Division, Finance Service

By:

REN XIAOPENG Authorized Representative

Witness:

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proper **authorities** affecting government construction projects, as well **as the** guidelines **for the** completion and payment of price escalation or Infrastructure contracts **adopted by** the government, **shall** be made and formed as Integral part of this CONTRACT.

19. **That** both parties **shall expressly** stipulate in **the** contract **that the effectivity** thereof, as provided in **the NTP**, **shall** not be **later** than seven **(7) calendar days** from its issuance **and** also in contingent upon signing and effectivity of **the** LOAN AGREEMENT between the **Government of** the People's Republic of **China through** a **China** Government Financing **Facility for the** project and **that** no **liability shall attach** on **the** part of **the** FIRST PARTY in **case** the **loan** agreement **is not** perfected or declared **effective**.

20. That this CONTRACT becomes **binding** upon signing both parties. However, effectivity is contingent to the signing **and** effectivity **of the** Loan Agreement.

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

REPUBLIC OF THE PHILIPPINES DEPARTMENT OF PUBLIC
WORKS
AND HIGHWAYS

(FIRST PARTY)

By:
CHINA ROAD AND BRIDGE CORPORATION

(SECOND PARTY)

By:

**EMILK SADAIN, CESO I Undersecretary
for UPMO Operations**

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**REN XIAOPENG Authorized
Representative**

Signed in the Presence of:

**SHARIF MADSMO H. HASIM Project Director,
RMC II-Multilateral, UPMO**

**Witness:
(As to Availability of Funds)**

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**MO HAIYAN Marketing
Manager**

**MARY ANTOINETTE Z. PUNO Department
Chief Accountant Accounting Division,
Finance Service**

Cerbilled as to Availability of Funds.

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Bridges Management Cluster

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SHARIE MADSMO H. HASIM Project Director RMC II – Multilateral, UPMO

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Signed by:

Witnesses:

EMIL K. SADAIN, CESO I Undersecretary for UPMO Operations

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FOR CHINA ROAD AND BRIDGE CORPORATION

By:

*REN XIAOPENG

Authorized Representative

Witness:

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MARY ANTOINETTE Z. PUNO Department Chief Accountant Accounting Division, Finance Service dipped as to Availability of Funds:

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ACKNOWLEDGEMENT

Republic of the Philippines)
MANILA City of

) S.S.

BEFORE ME, as the Notary Public and within the City of Manila, Philippines, personally appeared **EMIL K. SADAIN, CESO I, Undersecretary, UPMO operations and Technical Services**, representing the GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES (Department of Public Works and Highways), with Passport No. **P1845209A** issued by the Department of Foreign Affairs of the Republic of the Philippines, valid until February 22, 2022 and **REN XIAOPENG, Authorized Representative, representing CHINA ROAD AND BRIDGE CORPORATION** with Passport No. **PE2016179** issued by the Ministry of Foreign Affairs, valid until **February 24, 2025, known to be the same persons** who executed on the foregoing **CONTRACT AGREEMENT** and they acknowledge to me that the same is their true act and deed for and in behalf of the parties they represented.

This instrument, consisting of **Ten (10) pages, including this page on which the Acknowledgement is written, duly signed by the contracting parties and witnesses on this**
@nstrument.

IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal this
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Doc. No. Page No. Book No. **CXXII**
Series of **2024**

ATTY JOHN EDWARD TRINIDAD

ANG Notary Public for and in the City of
Manila. Notarial Commission No. **2020-033** Extended

Uno BY STOT Varo Sal! 12/31/2022

2nd Floor Midiane Plaza Netsi kunatico at. **Ermita**, Manila BP
NO **166318** 18/08/2011 For **2821 Pasig** City Roll No
687J MC. E Compuaance VII-001675

CERTIFIED PHOTO COPY

Engr **JOANIEL MERCAN**

Bridges Management Cluster
NOTARY PUBLIC