

Department of Public Works and Highways (DPWH)

Contract ID : 25LO-0030
Contract Name : Rehabilitation/Major Repair of Bridge – Ilang Br. (B00003MN) along Maharlika Highway, Davao City
Location of the Contract : Davao City

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: JUN 09 2025

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

The **GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES** through the Department of Public Works and Highways (DPWH), Regional Office XI, represented herein by **JUBY B. CORDON**, Regional Director, duly authorized for this purpose, with main office address at R. Magsaysay Avenue, Davao City, hereinafter referred to as the "**PROCURING ENTITY**";

-and-

DISEM CONSTRUCTION AND SUPPLY, a single proprietorship organized and existing under and by virtue of laws of the Republic of the Philippines, with main office address at Blk. 22 Lot 3 Narra St., Nova Tierra Village, Davao City, Davao del Sur, represented herein by **DIANA S. BORBON**, General Manager, duly authorized for this purpose, hereinafter referred to as the "**CONTRACTOR**";

WITNESSETH:

WHEREAS, the **PROCURING ENTITY** is desirous, that the **CONTRACTOR** execute the works under **Contract ID: 25LO-0030: Rehabilitation/Major Repair of Bridge – Ilang Br. (B00003MN) along Maharlika Highway, Davao City**, 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, a total Contract price of **Four Million Six Hundred Seventy Nine Thousand Nine Hundred Seventy Seven Pesos and 94/100 (Php 4,679,977.94)** to be completed within **Eighty Five (85) calendar days**.

NOW, THEREFORE, for and consideration of the foregoing premises, the parties hereto agree as follows:

1. In this **CONTRACT AGREEMENT**, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this **CONTRACT AGREEMENT**, and shall be interpreted in the following order of priority:
 - a. This Contract Agreement
 - b. Documents forming part of the Contract Agreement:
 - (1) Notice of Award (NOA) with the **CONTRACTOR**'s signed "conforme" (Annex "D")
 - (2) Contractor's Bid in the Form of Bid, including its Technical and Financial Proposals, as calculated by the Procuring Entity and conformed to by the Contractor through the NOA (Annex "B")
 - (3) Bidding Documents with Bid Bulletins
 - (4) Specifications
 - (5) Drawings
 - (6) Special Conditions of Contract (SCC)
 - (7) General Conditions of the Contract (GCC)
 - (8) Performance Security (Annex "E")
 - (9) Integrity Pledge under Department Order No. 86, series of 2013
 - (10) 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 & (Annex "G")
 - (c) Manpower Schedule
 - (d) Equipment Utilization Schedule
 - (e) Construction Safety and Health Program initially approved by the Head of the Procuring Entity
 - (f) Contractors' All Risk Insurance (CARI)
 - (g) 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.

Witnesses:

For the Contractor

DIANA S. BORBON
General Manager

For the Entity

Subject to the provisions of
Executive Order No. 91, s. 2019

MARIA MONALISSA M. REYES
Accountant IV

DISEM CONSTRUCTION
AND SUPPLY

BY:

DIANA S. BORBON
General Manager

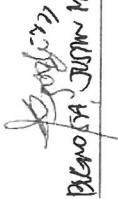
DEPARTMENT OF PUBLIC WORKS
AND HIGHWAYS – REGION XI

BY:

JUBY B. CORDON
Regional Director

Department of Public Works and Highways (DPWH)

Contract ID : 25L0-0030
 Contract Name : Rehabilitation/Major Repair of Bridge – Ilang Br. (B00003MN) along Maharlika Highway, Davao City
 Location of the Contract : Davao City

Witnesses:
 For the Contractor

 Davao City, JUNE 15, 2019

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.

The following are the quantities and items of Work included in the scope of work:

Item No.	Description	Qty.	Unit	Unit Cost (P)	Total Amount (P)
PART A - FACILITIES FOR THE ENGINEER					
A.1.1(3)	Construction of Field Office for the Engineer	1.00	L.s.	79,300.00	79,300.00
A.1.1(16)	Operation & Maintenance of Field Office for the Engineer	3.00	Month	19,852.00	59,556.00
PART B - OTHER GENERAL REQUIREMENTS					
B.4(5)	Bridge Survey and Staking	1.00	L.s.	39,000.00	39,000.00
B.5	Project Billboard/Signboard (2 DPWH)	2.00	Each	5,200.00	10,400.00
B.5	Project Billboard/Signboard (2 COA)	2.00	Each	5,200.00	10,400.00
B.7(2)	Occupational Safety and Health Program	1.00	L.s.	74,743.00	74,743.00
B.8(1)	Traffic Management	3.00	Month	15,132.00	45,396.00
B.9	Mobilization/Demobilization	1.00	L.s.	47,450.00	47,450.00
PART C - EARTHWORKS					
101(6)	Removal of Structures and Obstruction, Concrete	16.44	Cu.m.	2,371.00	38,979.24
102(1)	Unsuitable Excavation	1,053.30	Cu.m.	368.93	388,593.97
PART F - BRIDGE CONSTRUCTION					
404(1)a	Reinforcing Steel, Grade 40	4,850.00	Kg.	101.00	489,850.00
405(1)b2	Structural Concrete, 27.58 MPa, Class A, 14 days	17.42	Cu.m.	8,088.00	140,892.96
411(2)	Paint	106.52	Sq.m.	764.00	81,381.28
414(1)	Forms and Falseworks	1.00	L.s.	295,989.00	295,989.00
425(6)	Patching	0.50	Sq.m.	72,914.00	36,457.00
425(10)	Protective Coating for Concrete Structures	167.40	Sq.m.	1,096.00	183,470.40
PART G - DRAINAGE AND SLOPE PROTECTION STRUCTURES					
500(1)b3	Pipe Culverts, 910 mm dia., Class IV, RCPC	5.00	Ln.m.	8,164.00	40,820.00
511(1)a3	Gabions, 1m x 1m x 2m, Metallic Coated	492.00	Cu.m.	3,472.00	1,708,224.00
511(2)a1	Mattresses, 0.3m x 2m x 6m, Metallic Coated	126.00	Cu.m.	3,472.00	437,472.00
PART H - MISCELLANEOUS STRUCTURES					
606(1)b1	Pavement Markings, Reflectorized Thermoplastic, White	30.43	Sq.m.	867.00	26,382.81
PART I - MATERIALS DETAILS					
715(3)	Drainage Geotextile	862.83	Sq.m.	516.00	445,220.28
GRAND TOTAL =					PHP 4,679,977.94

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 the CONTRACT AGREEMENT at the times and in the manner prescribed by this CONTRACT AGREEMENT.

5. Unjustified SLIPPAGE of more than 30 days in the original schedule would result in non-payment, the cancellation of the CONTRACT, blacklisting of the erring CONTRACTOR, and the entry of a NEW CONTRACTOR who will finish the project.

For the Entity
 Subject to the provisions of
 Executive Order No. 91, s. 2019
 MARIA MONALISSA M. REYES
 Accountant IV

DISEM CONSTRUCTION
 AND SUPPLY
 BY:
 DIANE S. BORBON
 General Manager

DEPARTMENT OF PUBLIC WORKS
 AND HIGHWAYS – REGION XI
 BY:
 JUBY B. CORDON
 Regional Director

Department of Public Works and Highways (DPWH)

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6. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any employees of the ENTITY (or any Philippine Government Instrumentality) to secure this contract.
7. 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 services delivered by the contracting party.
8. 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 and received by the BIR and duly validated with tax payments made thereon.
9. The government hereby adopts the Cash Budgeting System (CBS) in accordance with provisions of Executive Order 91, s. 2019, effective 01 January 2019. Accordingly, the following are hereby directed:
 - a) All authorized appropriations shall be available for obligation and disbursement only until the end of each fiscal year (FY);
 - b) Obligations incurred by the National Government within each FY shall be implemented during the same FY. Goods and services corresponding to said obligations shall be delivered or rendered, inspected and accepted by the end of each FY; and
 - c) Payments for obligations incurred shall be made until the end of the extended payment period (EPP), which shall be three (3) months after the end of the validity of appropriations against which they were obligated, unless another period has been determined by the Department of Budget and Management (DBM), upon consultation with relevant agencies.

Appropriations covering financial subsidy to local government units (LGUs) shall be available for obligation and disbursement until the end of succeeding FY. On the other hand, appropriations for the statutory share of LGUs shall be available for obligation and disbursement until fully expended.

All funds transferred between or among government agencies and LGUs shall not be considered disbursed under this Section, until the transferred amounts have been actually utilized to pay for goods delivered and service rendered, inspected and accepted.

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

PROCURING ENTITY:

Represented by:


JUBY B. CORDON
Regional Director

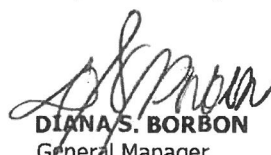
Witnesses :

Subject to the provisions of Executive
Order No. 91, s. 2019

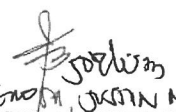

MARIA MONALISSA M. REYES
Accountant IV

CONTRACTOR:

Represented by:


DIANA S. BORBON
General Manager

Witnesses :


DIANA S. BORBON
General Manager

Department of Public Works and Highways (DPWH)

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Witnesses:

For the Contractor

[Signature]
JULY B. CORDON, JURY MIE

For the Entity

Subject to the provisions of
Executive Order No. 91, s. 2019

[Signature]
MARIA MONALISSA M. REYES
Accountant IV

ACKNOWLEDGMENT

Republic of Philippines)
City of DAVAO CITY

Before me, a Notary Public for and in the City of Davao, personally appeared:

NAME	COMM. TAX CERT. NO.	DATE/PLACE ISSUED
JUBY B. CORDON	<u>06504443</u>	<u>Davao City</u>
DIANA S. BORBON	<u>497-36-957</u>	<u>PC</u>

known to me and to me known to be the same persons who executed the foregoing instrument which consist of four (4) pages including this page on which this Acknowledgment is written and acknowledged to me that the same is their free and voluntary act and deed.

JUN 09 2025

WITNESS MY HAND AND SEAL, this _____ day of _____, 2025 in the city
DAVAO CITY, Philippines.

DISEM CONSTRUCTION
AND SUPPLY
BY:

BY:

[Signature]
DIANA S. BORBON
General Manager

DEPARTMENT OF PUBLIC WORKS
AND HIGHWAYS – REGION XI
BY:

BY:

[Signature]
JUBY B. CORDON
Regional Director

Doc. No. 74
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Book No. VI
Series of 2025

[Signature]
ATTY. RIEMANN J. DELOS SANTOS
Notary Public Until December 31, 2025
Serial No. 2024-062-2025
PTR No. 0748018D • 01-03-2025 • Davao City
IBP OR No. 494494 • 01-02-2025 • Pasig City
Roll No. 75607