

Witness:

YUAN XIAOCONG  
Deputy General Manager

By:

REN XIAOPENG  
General Manager/  
Authorized Representative

Witness:

MARY ANTOINETTE Z. PUNO  
Department Chief AccountantAs duly certified by the Budget Officer  
OIS No 021011512020-06-001884 dated June 29, 2020  
OIS No 021011572020-06-000001 dated June 17, 2020

By:

EMIL K. SADAIN, CESO III  
Undersecretary for UPMO Operations  
and Technical ServicesRODRIGO T. DELOS REYES  
OIC-Project Director, BMC/UPMO**CONTRACT AGREEMENT**

FOR THE

**PRIORITY BRIDGES CROSSING PASIG-MARIKINA RIVER AND  
MANGGAHAN FLOODWAY BRIDGES CONSTRUCTION PROJECT,  
UNDER CHINA GOVERNMENT FINANCING FACILITY  
CONTRACT PACKAGE 1 - NORTH AND SOUTH HARBOR BRIDGE  
(DESIGN AND BUILD)  
Contract ID No. 19Z00041**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract made and entered into this 31 day of MAR 2023, at City of Manila, by and between:

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);**

-and-

**CHINA ROAD AND BRIDGE CORPORATION**, a corporation duly organized and existing under and by virtue of laws of the Republic of the Philippines, with main office address at 2608 26<sup>th</sup> Floor High Street South, Corporate Plaza Tower 1, 9<sup>th</sup> Avenue corner 26th Street Bonifacio Global City, The Fort Taguig City, 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, **Priority Bridges Crossing Pasig-Marikina River and Manggahan Floodway Bridges Construction Project**, under **China Government Financing Facility, Contract Package 1 - North and South Harbor Bridge (Design and Build)**, 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. 2020-03-19Z00041-01 decided to declare China Road & Bridge Corporation as the lone bidder to pass the first stage of detailed evaluation of bid and consequently declare Hunan Road & Bridge Const. Group


By:

WILFREDO M. MAGAT  
Administrative Officer II (Records Officer II)

Date:

CERTIFIED TRUE COPY

Witness:   
**YUAN XIAOCONG**  
 Deputy General Manager

By:   
**REN XIAOPENG**  
 General Manager/  
 Authorized Representative

  
**MARY ANTOINETTE Z. PUNO**  
 Department Chief Accountant  
 Witness as to Funding Only  
 As duly certified by the Budget Officer  
 OIS No 0210115172020-06-001884 dated June 29, 2020  
 OIS No 0210115172020-06-000001 dated June 17, 2020

Company Limited-Philippine Branch and China Geo-Engineering Corporation as non-compliant to the requirements of the bidding documents;

**WHEREAS**, following the provisions of the 2016 revised IRR of RA 9184, Notices of Non-Compliance dated April 14, 2020 were issued to Hunan Road & Bridge Const. Group Company Limited-Philippine Branch and China Geo-Engineering Corporation. However, no request for reconsideration was received from the said interested bidders within the prescribed period of three (3) calendar days upon their receipt of thereof;

**WHEREAS**, following Annex "G" of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) 9184, China Road and Bridge Corporation was invited to witness the opening of its financial proposal on April 21, 2020;

**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 China Road and Bridge Corporation 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	6,753,171,284.68	-	6,753,171,284.68	Passed

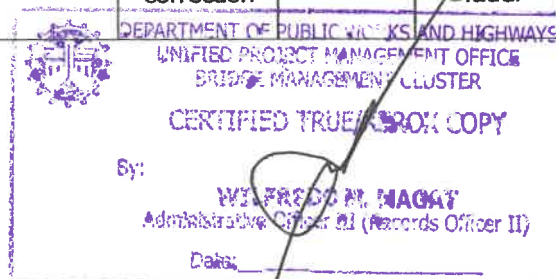
**WHEREAS**, the BAC-CW informed the bidder that its bid will be subjected to detailed evaluation using non-discretionary criterion as to completeness of bid and arithmetical corrections as required under Section 32.2.1 of the 2016 Revised IRR of R.A. 9184 and post-qualification as set forth under Section 34.1 of the same IRR;

**WHEREAS**, the BAC-CW through BAC-TWG conducted the detailed evaluation on the financial proposal and post-qualification of China Road and Bridge Corporation. The results of detailed evaluation and arithmetical correction on the bid 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 of TCB from ABC	Ranking of TCB
China Road and Bridge Corporation	6,753,171,284.68	6,753,171,284.68	No arithmetical correction	(-)0.76	Lone Bidder


Witness:   
**RODRIGO DELOS REYES**  
 OIC-Project Director BMC-JPMO

By:   
**EMIL K. SADERA, CESOI**  
 Undersecretary for UPMO Operations and Technical Services

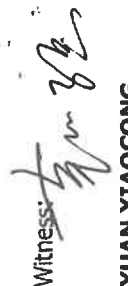


By:   
EMIL K. SADAIN, CESO I  
Undersecretary for UPMO Operations  
and Technical Services

Witness:   
RODRIGO L. DELOS REYES  
OIC-Project Director, BMC UPMO

  
MARY ANTOINETTE Z. PUNO  
Department Chief Accountant  
Witness as to Funding Only  
As duly certified by the Budget Officer  
ORS No 021011572020-06-001884 dated June 29, 2020  
ORS No 021011572020-06-000001 dated June 17, 2020

By:   
REN XIAOPENG  
General Manager/  
Authorized Representative

Witness:   
YUAN XIAOCONG  
Deputy General Manager

**WHEREAS**, following Section 34.1 of the 2016 Revised IRR of R.A. 9184, China Road and Bridge Corporation as the Single Calculated Bidder was subjected to post-qualification in order to determine whether it complies with, and is responsive to all the requirements and conditions specified in the bidding documents. China Road and Bridge Corporation was found to be responsive to the legal and financial requirements of the project. As to technical requirements, the pledged equipment for the project were found to be in China and under purchase and lease agreements, hence, no actual equipment verification was conducted by the BAC-TWG. For the performance in its on-going contract, the bidder did not incur a negative slippage in its two (2) contracts with UPMO-RMC-1 based on the Monthly Progress Report dated March 25, 2020;

**WHEREAS**, on April 28, 2020, the BAC-TWG presented to the BAC-CW through video conference 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 that the bidder was found to be compliant and is responsive as to legal, technical and financial requirements of the bidding documents. However, it is noted that any adverse or contrary findings after award, but not prior to contract execution, on the qualification of the joint venture can still be acted upon pursuant to Sec. 23.6 of the IRR of RA 9184;

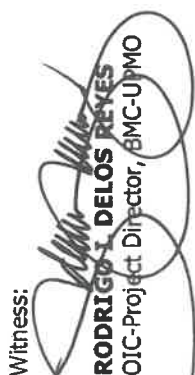
**WHEREAS**, the BAC-CW on the same video conference, after thorough analysis on the result of the evaluation and post-qualification, found that the total bid amount of China Road and Bridge Corporation in the amount of PhP 6,753,171,284.68 is 0.76% below the Approved Budget for the Contract of PhP 6,804,608,863.20. However, noted that the quoted bid amount for Item B.10 (Dayworks) and Item B.11 (Provisional Sum) are 98.62% and 56.04% below the Approved Budget for the Contract, respectively. In this regard, the BAC-CW instructed the Implementing Office to further review if these two (2) items of works are either non-competitive or competitive bidding. Further, the BAC-CW takes note of a March 16, 2020 memorandum issued by Secretary Mark A. Villar, particularly item III thereof, which suspended or postponed procurement activities in Luzon (effective starting 17 March 2020 and shall expire on 13 April 2020);

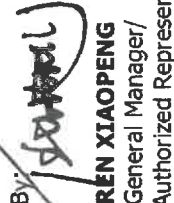
**WHEREAS**, the BAC-CW in its meeting on May 6, 2020, after thorough analysis found that Item B.10 (Dayworks) and Item B.11 (Provisional Sum) were provided on Supplemental Bulletin No. 1 as competitive bid. Considering that the project is Design and Build, quantities are determined after the detailed engineering stage and in as much as the contract is a lump sum contract, any additional cost on Items B.10 and B.11 to be incurred during the implementation is acceptable as long as it does not exceed the quoted amount for Part B-General Requirements. In this regard, the BAC-CW accepted the bid amount of China Road and Bridge Corporation on the aforesaid two (2) items of works. As to March 16, 2020 memorandum issued by Secretary Mark A. Villar, suspending or postponing procurement activities in Luzon during the ECQ period, the BAC-CW decided to make clarification from the Undersecretary for Legal Services and Office of the Secretary if BAC-CW violated any provisions of the said memorandum on the continuous meetings/deliberations on the procurement of this project during the ECQ period,

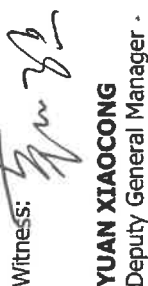


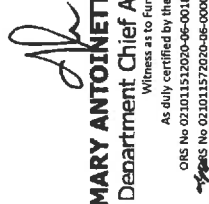


By:   
**EMIL K. SADAIN, CESOI**  
Undersecretary for UPMO Operations  
and Technical Services

Witness:   
**RODRIGO I. DELOS REYES**  
OIC-Project Director, BMC-UPMO

By:   
**REN XIAOPENG**  
General Manager/  
Authorized Representative

Witness:   
**YUAN XIAOCONG**  
Deputy General Manager

  
**MARY ANTOINETTE Z. PUNO**  
Department Chief Accountant  
Witness as to Funding Only  
As duly certified by the Budget Officer  
ONS No. 021011512020-06-001884 dated June 29, 2020  
SPS No. 021011572020-06-000001 dated June 17, 2020

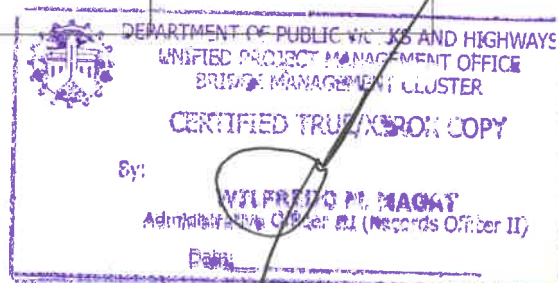
**WHEREAS**, the BAC-CW in its meeting on May 7, 2020 through video conference, after thorough discussion concurred the result of the Price Bid Evaluation and Post-Qualification of China Road and Bridge Corporation considering the opinion of the Undersecretary for Legal Services and Office of the Secretary that under the provisions of the IRR of RA 9184, the functions and responsibilities of the Head of the Procuring Entity are to establish the BAC and appoints its members; approves the Annual Procurement Plan (APP); approves/disapproves the Contract award and resolve protest, hence, the BAC-CW did not violate any provisions of the March 16, 2020 memorandum issued by Secretary Mark A. Villar. Further, the GPPB has not issued any resolution to discontinue the procurement activities during ECQ period instead encourages procuring entities to conduct procurement through online bidding or electronic bidding;

**WHEREAS**, in view of the above findings, OIC-Project Director Rodrigo I. delos Reyes, moved to accept the recommendation of the TWG and recommended that the contract for Contract ID No. 19Z00041, Construction of the Priority Bridges Crossing Pasig-Marikina River and Manggahan Floodway Bridges Construction Project, under China Government Financing Facility, Contract Package 1 - North And South Harbor Bridge (Design And Build) , be awarded to **China Road and Bridge Corporation** at its bid price of **PhP 6,753,171,284.68**. As the motion was seconded by Assistant Secretary Antonio V. Molano, Jr., the motion was approved by Assistant Secretary Eugenio R. Pipo, Jr.;

**WHEREAS**, the BAC-CW in its approved Resolution No. 2020- 03 -19Z00041-02, recommended to Undersecretary Emil K. Sadain, CESO I, Unified Project Management Office (UPMO) Operations and Technical Services, for approval, the award of the said Contract to China Road and Bridge Corporation at its total calculated bid price in the amount of Six Billion Seven Hundred Fifty Three Million One Hundred Seventy One Thousand Two Hundred Eighty Four and 68/100 Pesos (PhP 6,753,171,284.68) thru the Notice of Award dated May 8, 2020;

**WHEREAS**, the total amount of award for the execution of the WORKS is **Six Billion Seven Hundred Fifty Three Million One Hundred Seventy One Thousand Two Hundred Eighty Four and 68/100 Only (PhP 6,753,171,284.68)**, Philippine Currency, breakdown as follows;

Part No.	Part Description	Amount (PhP)
A	Facilities for the Engineer	71,169,203.64
B	Other General Requirements	787,313,475.96



By:

EMIL K. SAGAIN, CESO-I  
Undersecretary for UPMO Operations  
and Technical Services

Witness:

RODRIGO I. DELOS REYES  
OIC-Project Director, BMC-UPMO

By:

REN XIAOPENG  
General Manager/  
Authorized Representative

YUAN XIAOCONG  
Deputy General Manager

MARY ANTOINETTE Z. PUNO  
Department Chief Accountant

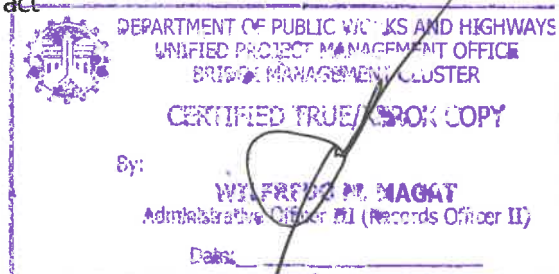
Witness as to Funding Only  
As duly certified by the Budget Officer  
ORS No 021011572020-06-001884 dated June 29, 2020  
ORS No 021011572020-06-000001 dated June 17, 2020

C	Earthworks	68,215,899.56
D	Sub-Base and Base Course	13,463,862.33
E	Surface Course	110,877,778.30
F1	Bridge Construction (Main Bridge)	3,964,505,025.22
F2	Bridge Construction (Approach Bridge)	1,590,980,790.50
G	Drainage and Slope Protection Structures	78,619,145.15
H	Miscellaneous Structures	44,724,562.49
I	Electrical	23,301,541.53
TOTAL		6,753,171,284.68

**WHEREAS**, the whole WORKS of the project as covered by this CONTRACT shall be completed within the period of **One Thousand Two Hundred Seventy Nine (1279)** calendar days reckoned from the Effectivity Date of Contract, based on the Notice to 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 the 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:
  - a) Bid Form including the following:
    - 1.) Authority of Signing Official
    - 2.) Bid Summary and Bill of Quantities
    - 3.) Detailed Estimates/Detailed Unit Price Analysis (DUPA)
    - 4.) Project Organizational Chart
    - 5.) List of Contractor's Personnel and duly signed Contractor's Certification of Key Personnel, with Key Personnel's Affidavit of Commitment to work on the Contract



By:

EMIL K. SAGAN, CESO I

Undersecretary for UPMO Operations  
and Technical Services

Witness:

RODRIGO A. DELOS REYES  
OIC-Project Director, BMC-UPMO

By:

REN XIAOPENG  
General Manager/  
Authorized Representative

Witness:

YUAN XIAOCONG  
Deputy General Manager

MARY ANTOINETTE Z. PUNO

Department Chief Accountant

Witness as to Funding Only

As duly certified by the Budget Officer

ORS No 021011512020-06-001884 dated June 29, 2020

ORMS No 021011512020-06-000001 dated June 17, 2020

- 6.) Equipment Utilization Schedule and duly executed contract of lease of all equipment and machineries which shall be intended for use exclusively for the project, if any
- 7.) Construction Safety and Health Program received by DOLE
- b.) General and Special Conditions of Contract and all Relevant Provisions of Republic Act (RA) 9184 and its Revised Implementing Rules and Regulations (IRR)
- c.) DPWH Standard Specifications for Highways and Bridges 2013, Volume II
- d.) Approved Conceptual Design Plans
- e.) Invitation to Bid
- f.) Bidding Documents
- g.) Addenda/Supplemental/Bid Bulletins
- h.) Notice of Award with Contractor's Conforme thereto
- i.) Performance Security
- j.) Contractor's All Risk Insurance Policy
- k.) Construction Schedule (PERT/CPM Diagram, Bar Chart with S-Curve), Equipment and Manpower Schedule and Cash Flow by Quarter and Payment Schedule
- l.) Construction Methodology
- m.) Approved Program of Work and Cost Estimates
- n.) Approved Budget for the Contract (ABC)
- o.) Abstract of Bids
- p.) Approved BAC Resolution of Award
- q.) Instructions to Bidders
- r.) Certificate of Availability of Funds/Obligation Request
- s.) Sworn affidavit of the Second Party of its compliance with the Disclosure Provision under Sec. 47 of the Republic Act 9184 in relation to Republic Act 1019, as amended
- t.) Other supporting/pertinent documents, which include among others the following:
  - I. Note Verbale No. 17-1049 dated 20 January 2017 executed between the Government of the Philippines (GPH) through the Department of Foreign Affairs, and the Government of the People's Republic of China (GPRC), through Ministry of Commerce dated March 3, 2017 and the Chinese Reply Note dated March 8, 2017 on the procedures and arrangements of the utilization of concessionary loans committed by the Chinese Government.
  - II. Memorandum of Understanding (MOU) on Financing Cooperation between GPH and the Export-Import Bank of China signed on October 20, 2016.
  - III. Clarificatory Letter on the Procedures and Arrangements of the Utilization of Concessionary Loans by the Government of the People's Republic of China dated June 20, 2017.
  - IV. List of nominated /endorsed three (3) shortlisted Chinese Contractors by the China Ministry of Commerce, GPRC, through the Department of Finance (DOF)





By:

EMIL K. SABAY, JR.  
Undersecretary for UPMO Operations  
and Technical Services

Witness:

RODRIGO I. DELOS REYES  
OIC-Project Director, BMC-UPMO

By:

REN XIAOPENG  
General Manager/  
Authorized Representative

Witness:

YUAN XIAOCONG  
Deputy General Manager

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 either in the following currencies:

Government counterpart = Philippine Peso  
Loan Proceeds = US Dollar/Chinese Yuan  
(Current rate at the time of the Billing)

4. That the **FIRST PARTY** hereby covenants to pay the **SECOND PARTY** in consideration of the execution and completion of the WORKS at the contract lump sum based on milestone progress. It is understood however, that the Bill of Quantities in the Preliminary Design Plans submitted by the **SECOND PARTY** during the Competitive Public Bidding which thus, form part of the **CONTRACT**, do not govern final payment. The plans and specifications to be prepared and submitted 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 milestone payment (refer to **ANNEX 1**). The **FIRST PARTY** shall give feedback to the **SECOND PARTY** within fourteen (14) calendar days upon receipt of Plans, otherwise, the **SECOND PARTY** will consider Plans approved by the **FIRST PARTY**. Should there be a deviation of  $\pm 10\%$  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 additive/deductive Variation Order.

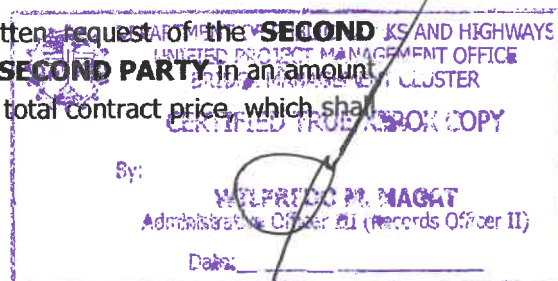
That the **SECOND PARTY** shall submit to the **FIRST PARTY** a Performance Security that is fully acceptable to the **FIRST PARTY** in the form and amount as required in the Instruction to Bidders, within a maximum period of ten (10) calendar days from the effectivity of the Loan Agreement.

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 rules and regulations.
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

By:

WELFRIDO M. MAGAT  
Administrative Officer II (Records Officer II)

Date:



By:

EMIL K. SADAJAN, CESO I

Undersecretary for UPMO Operations  
and Technical Services

Witness:

RODRIGO Y. DELOS REYES  
OIC-Project Director / BMC-UPMO

By:

REN XIAOPENG

General Manager/  
Authorized Representative

Witness:

YUAN XIAOCONG

Deputy General Manager

- 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 milestone 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 the progress payments to the **SECOND PARTY** are subject to retention of ten percent (10%) from every progress payment completed, referred to as the "retention money" in accordance with the provisions of Section 6, Annex "E" of the IRR of RA 9184, which will be due for release upon final acceptance of the works although it may be substituted for each billing with irrevocable letter of credit from a commercial bank, bank guarantees or surety bonds callable on demand in the amount equivalent to the retention money substituted for, except for the amount retained for Design Services which can only be substituted upon final project completion when any necessary revision to the Design Plans had already been undertaken or upon approval by the **FIRST PARTY** of the As-Built plans to be substituted by the **SECOND PARTY**. If after the fifty percent (50%) completion, the work is satisfactory done and on schedule, no additional retention shall be made. Otherwise, the ten percent (10%) retention shall be imposed.
9. That in case the **SECOND PARTY** lags behind schedule in his work and incurs 15% or more negative slippage, 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**.
10. That in case the **SECOND PARTY** refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly





By:

EMIL K. SAGAN, CESO I  
Undersecretary for UPMO Operations  
and Technical Services

Witness:

RODRIGO I. DELLOS REYES  
OIC-Project Director, BMC-UPMO

By:

REN XIAOPENG  
General Manager/  
Authorized Representative

Witness:

YUAN XIAOCONG  
Deputy General Manager

MARY ANTOINETTE Z. PUNO  
Department Chief Accountant  
Witness as to Funding Only  
As duly certified by the Budget Officer  
OIS No 021011512020-06-001884 dated June 29, 2020  
OAS No 021011572020-06-000001 dated June 17, 2020

granted and is hereby in default under the **CONTRACT**, the **SECOND PARTY** shall pay the **FIRST PARTY** for liquidated damages which shall be at least equal to one-tenth (1/10) of one percent (0.01%) of the cost of the unperformed portion for every day of delay. The maximum deduction shall be 10% of the amount of unperformed portion of this contract agreement.

11. 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. Likewise, the guidelines for the Implementation of DOLE D.O. No. 13, Series of 1998 regarding Occupational Safety and Health shall be strictly followed.

12. That the **SECOND PARTY** 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 the tax payments made thereon.

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

14. 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**.

15. 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 the Republic of the Philippines including the local government units where the project is situated and that 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 and duly validated with the tax payments made thereon, per Executive Order No. 398, Series of 2005. If t, .

16. 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 the 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.



By:

EMIL K. SAGAIN, CESO-I  
Undersecretary for UPMO Operations  
and Technical Services

Witness:

RODRIGO T. DELOS REYES  
OIC-Project Director, BMC-UPMO

Witness:

YUAN XIAOCONG  
Deputy General Manager

REN XIAOPENG  
General Manager/  
Authorized Representative

MARY ANTOINETTE Z. PUNO  
Department Chief, Accountant  
Witness as to Funding Only

As duly certified by the Budget Officer  
ORS No 021011512020-06-001884 dated June 29, 2020  
ORS No 021011517020-06-000001 dated June 17, 2020

17. That within a period of one (1) year after completion and before final acceptance of the project, the **SECOND PARTY** shall remain liable for any 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**.

18. That after final acceptance of the project by the 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.

19. 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 referred to and settled by the uninvolved Party, whether the **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.

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

21. 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 is contingent upon signing and effectivity of the LOAN AGREEMENT between the Government of the Republic of the Philippines through the Department of Finance and 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.

22. That this **CONTRACT** becomes binding upon signing of both parties.



**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:

  
**EMIL K. SADAIN, CESO I**  
Undersecretary for UPMO Operations  
and Technical Services

**CHINA ROAD AND BRIDGE  
CORPORATION  
(SECOND PARTY)**

By:

  
**REN XIAOPENG**  
General Manager/Authorized  
Representative

Signed in the Presence of:

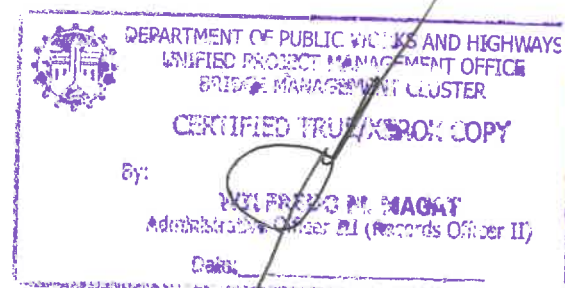
  
**RODRIGO I. DELOS REYES**  
OIC-Project Director, BMC-UPMO

  
**YUAN XIAOCONG**  
Deputy General Manager

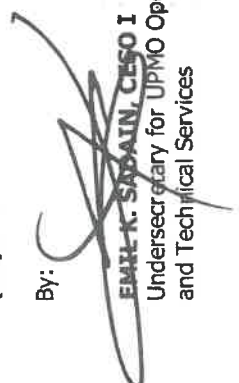
Witness:  
(As to Availability of Funds)

  
**MARY ANTOINETTE Z. PUNO**  
Department Chief Accountant

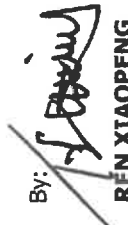
Witness as to Funding Only  
As duly certified by the Budget Officer  
QRS No 021011512020-06-001884 dated June 29, 2020  
QRS No 021011572020-06-000001 dated June 17, 2020






By:   
**EMIL K. SADAIN, CESO I**  
Undersecretary for UPMO Operations  
and Technical Services

Witness:  
  
**RODRIGO DELOS REYES**  
OIC-Project Director, BMC-UPMO

By:   
**REN XIAOPENG**  
General Manager/  
Authorized Representative

Witness:  
  
**YUAN XIAOCONG**  
Deputy General Manager

**MARY ANTOINETTE Z. PUNO**  
Department Chief Accountant

Witness as to Funding Only  
As duly certified by the Budget Officer  
ORS No. 02101151020-06-001884 dated June 29, 2020  
BAC No. 02101151020-06-000001 dated June 17, 2020

## ACKNOWLEDGEMENT

Republic of the Philippines) S.S.,  
City of MANILA )

BEFORE ME, as the Notary Public and within the City of Manila, personally appeared **EMIL K. SADAIN, CESO I**, Undersecretary for 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**, President, representing **CHINA ROAD AND BRIDGE CORPORATION** with Passport No. \_\_\_\_\_, issued by the \_\_\_\_\_, valid until \_\_\_\_\_,

known to be the same persons who executed 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 twelve (12) pages including this page on which the Acknowledgement is written, duly signed by the contracting parties and witnesses on this instrument.

**IN WITNESS WHEREOF**, I have hereunto affixed my Signature and Official Seal this \_\_\_\_\_ day of MAR 31, 2023

NOTARY PUBLIC

**ATTY. JOSE E. PANER**

**NOTARY PUBLIC COMMISSION NO. 2022-075**  
Issued on 7-1-2022 Until 12-31-2023 / Manila  
UNIT 208 TMR II TAFT AVE., MALATE, MANILA  
ROLL NO. 44009 / BP LIFETIME NO. 2022 / 15-12-00  
PTR No. 0861098 / 01-03-2023 / City of Manila / TIN 104063310  
MCLE Compliance No. VII-0007120 / 04-14-2025

Doc. No. 44a  
Page No. 95  
Book No. XXX  
Series of 2023 3



Department of Public Works and Highways (DPWH)

ANNEX A

Contract ID: 19Z00041

Contract Name: Construction of the Proposed Five (5) Priority Bridges Crossing Pasig River and Manggahan Floodway, under China Government Financing Facility Contract Package 1 – North and South Harbor Bridge (Design and Build)

Location of the Project: City of Manila

ITEM NO.	DESCRIPTION	TOTAL AMOUNT(PESO)	PERCENTAGE	ACCUMULATIVE AMOUNT(PESO)	CUMULATIVE PERCENTAGE
0	Advance Payment	1,012,975,692.70			
1	Completion of Facilities for Engineers & Laboratory	131,800,639.79	1.95%	131,800,639.79	1.95%
2	Preliminary Engineering Design Plans & Geological Investigation Report	102,627,504.00	1.52%	234,428,143.79	3.47%
3	Detailed Design	239,464,176.00	3.55%	473,892,319.79	7.02%
4	Temporary Craneway	219,393,940.92	3.25%	693,286,260.71	10.27%
5	Pile Casing of P10	184,904,121.60	2.74%	878,190,382.31	13.00%
6	Pile Casing of P9	184,904,121.60	2.74%	1,063,094,503.91	15.74%
7	50% Pile Foundation of P10 & Pile Casing of P11	360,316,363.67	5.34%	1,423,410,867.58	21.08%
8	50% Pile Foundation of P10 & Pile Casing of P8	360,316,363.67	5.34%	1,783,727,231.26	26.41%
9	50% Pile Foundation of P9	327,056,844.80	4.84%	2,110,784,076.06	31.26%
10	50% Pile Foundation of P9	327,056,844.80	4.84%	2,437,840,920.86	36.10%
11	Steel Pipe Cofferdam of P10 & 50% Pile Foundation of P11 & Partial of Sub-base and Base Course	368,996,524.10	5.46%	2,806,837,444.96	41.56%
12	Footing and Cushion of P10 & 50% Pile Foundation of P11 & Partial of Sub-base and Base Course	534,617,010.12	7.92%	3,341,454,455.08	49.48%
13	Steel Pipe Cofferdam of P9 & 50% Pile Foundation of P8 & Partial of Sub-base and Base Course	368,996,524.10	5.46%	3,710,450,979.19	54.94%
14	Footing and Cushion of P9 & 50% Pile Foundation of P8 & Partial of Sub-base and Base Course	534,617,010.12	7.92%	4,245,067,989.31	62.86%
15	Bottom End Rail of Pylon P10 & Footing and Cushion of P11 & Partial of Sub-base and Base Course	321,715,036.06	4.76%	4,566,783,025.37	67.62%
16	Bottom End Rail of Pylon P9 & Footing and Cushion of P8 & Partial of Sub-base and Base Course	321,715,036.06	4.76%	4,888,498,061.43	72.39%
17	Completion of Pylon P10 & Pile Foundation of P12 & Partial of Surface Course	280,488,493.89	4.15%	5,168,986,555.32	76.54%
18	Completion of Pylon P9 & Pile Foundation of P5&P6 & Partial of Surface Course	275,647,446.69	4.08%	5,444,634,002.02	80.62%
19	Construction of Segment 0#-3# & Pile Foundation of P1-P4&P14-P16	316,593,136.80	4.69%	5,761,227,138.82	85.31%
20	Construction of Segment 4#-8# & Pile Foundation of P7	299,043,198.20	4.43%	6,060,270,337.02	89.74%
21	Construction of Segment 9#-13# & Pier of P5-P7&P12-P16 & Abut A, Abut B	335,347,487.54	4.97%	6,395,617,824.56	94.71%
22	Completion of Closure Section	252,872,366.41	3.74%	6,648,490,190.97	98.45%
23	Others	104,681,093.71	1.55%	6,753,171,284.68	100.00%

