

Department of Public Works and Highways

Contract ID: **25JD0103**

Contract Name: **Repair/Maintenance/Installation of Drainage Canal at KM1984+748-KM1984+773 RS, L = 25.00m, Tampilisan, Zamboanga del Norte**

Location of the Contract: **Tampilisan, Zamboanga del Norte**

CONTRACT AGREEMENT

This AGREEMENT, made this 26th day of May 2025, between **Department of Public Works and Highways (DPWH – 3rd District Engineering Office, Zamboanga del Norte)** represented herein by **Atty. ROMEO A. SALADAGA, CE, District Engineer**, duly authorized for this purpose, with main office address at Osukan, Labason, Zamboanga del Norte (hereinafter called the "Entity") and **DEBRIS ENT. & 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 Poblacion Kabasalan, Zamboanga Sibugay, represented herein by **ENGR. JOSE L. BANTILLO**, duly authorized for this purpose, (hereinafter after called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute **Contract ID: 25JD0103 - Repair/Maintenance/Installation of Drainage Canal at KM1984+748-KM1984+773 RS, L = 25.00m, Tampilisan, Zamboanga del Norte** hereinafter called "the Works," and the Entity has accepted the Bid for **ONE HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED THIRTY-FOUR & 59/100 ONLY (Php 139,634.59)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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;
 - c. 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;
 - d. Performance Security;
 - e. 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 the additional contract documents or information prescribed by the**

DPWH-3rd District Engineering Office
Labason, Zamboanga del Norte
(PARTY OF THE FIRST PART)

Atty. ROMEO A. SALADAGA, CE
District Engineer

DEBRIS ENT. & CONSTRUCTION
(PARTY OF THE SECOND PART)

ENGR. JOSE L. BANTILLO
Contractor

WITNESSED BY:

MA. JOVITA FE B. EMPENADO
Chief, Maintenance Section

ARTHUR KING R. ORILON
Chief, Finance Section

Department of Public Works and Highways

Contract ID: 25JD0103

Contract Name: **Repair/Maintenance/Installation of Drainage Canal at KM1984+748-KM1984+773 RS, L = 25.00m, Tampilisan, Zamboanga del Norte**

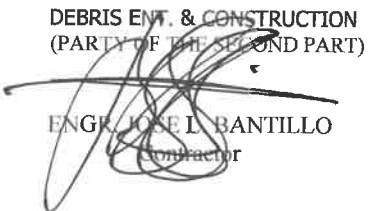
Location of the Contract: **Tampilisan, Zamboanga del Norte**

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.

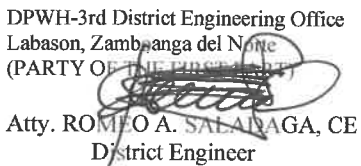

ARTHUR KING RODRILLON
Chief, Finance Section


MA. JOVITA F.B. EMPEYNADO
Chief, Maintenance Section

WITNESSED BY:

DEBRIS ENT. & CONSTRUCTION
(PARTY OF THE SECOND PART)

ENGR. JOSE L. BANTILLO
Contractor

3. In consideration for the sum of **ONE HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED THIRTY-FOUR & 59/100 ONLY (Php 139,634.59)** or such other sums as may be ascertained, **Repair/Maintenance/Installation of Drainage Canal at KM1984+748-KM1984+773 RS, L = 25.00m, Tampilisan, Zamboanga del Norte** in accordance with his/her/its Bid.
4. The Department of Public Works and Highways – 3rd District Engineering Office agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. In case there is a breach of contract, the contractor shall be liable for liquidated damages pursuant to the provision of **Article 68 of R.A. 9184**. The details of which are as follows: A) For the procurement of goods, infrastructures projects and consulting services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay. B) Once the cumulative amount of liquidated damages reaches ten (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.
6. In consideration to execution of this **CONTRACT AGREEMENT** the **PROCURING ENTITY** hereby strictly comply the "Slippage of more than thirty (30) days in the original schedule would result in the non-payment, the cancellation of the contract, blacklisting of the erring contractor, and the entry of the new contractor who will finish the project", as per Cabinet Action/Decision File No. 437-020518-07-18 which subject "Contractual Provision to Penalize Slippage" dated February 05, 2018.

DPWH-3rd District Engineering Office
Labason, Zamboanga del Norte
(PARTY OF THE FIRST PART)

Atty. ROMEO A. SALAZARAGA, CE
District Engineer

Department of Public Works and Highways

Contract ID: **25JD0103**

Contract Name: **Repair/Maintenance/Installation of Drainage Canal at KM1984+748-KM1984+773 RS, L = 25.00m, Tampilisan, Zamboanga del Norte**

Location of the Contract: **Tampilisan, Zamboanga del Norte**

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

PROCURING ENTITY:

Represented by:


Atty. ROMEO A. SALADAGA, CE
District Engineer

for:

DPWH-3RD DEO, ZN

CONTRACTOR:

Represented by:


ENGR. JOSE L. BANTILLO
Contractor

for:

DEBRIS ENT. & CONSTRUCTION


MA. JOVITA FB B. EMBEYNADO
Chief, Maintenance Section


ARTHUR KING R. DRILON
Chief, Finance Section

APPROVED (If the contracting party for the Procuring Entity is not approving authority):

Date of Approval _____

Contract ID: 25JD0103
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Location of the Contract: Tampilisan, Zamboanga del Norte

ARTHUR KING R. DRILON
Chief, Finance Section

WITNESSED BY:

DPWH-3rd District Engineering Office
Labason, Zamboanga del Norte
(PARTY OF THE FIRST PART)
Atty. ROMEO A. SALADAGA, CE
District Engineer

Contract duration: 15 Calendar days

Department of Public Works and Highways

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KM1984+748-KM1984+773 RS, L = 25.00m, Tampilisan, Zamboanga del Norte

Location of the Contract: Tampilisan, Zamboanga del Norte

Republic of the Philippines
Province of Zamboanga Del Norte) S.S.

ACKNOWLEDGMENT


BEFORE ME, as Notary Public for and within the Province of Zamboanga del Norte, personally appeared Atty. ROMEO A. SALADAGA, CE, District Engineer, representing the **GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES** (Department of Public Works and Highways Zamboanga del Norte 3rd-District Engineering Office, Labason, Zamboanga del Norte), with PRC ID No. 0057690 issued on February 05, 1990 at Manila, Philippines e and **ENGR. JOSE L. BANTILLO**, Owner/Proprietor, representing **DEBRIS ENT. & CONSTRUCTION**, with PRC ID No. 0140573 issued on December 01, 2015 at Manila, Philippines known to me to be the same person who executed the foregoing CONTRACT and AGREEMENT and they acknowledged to me that the same is their true act and deed for and in behalf of the parties they represented.

This instrument consists of Five (5) pages including this page, on which this acknowledgment is written duly signed by the contracting parties and their witnesses at the left margin of all the pages.

IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal this _____ day of _____, 2025.

WITNESSED BY:


MA. JOVITA F. B. EMPENADO
Chief, Maintenance Section


ARTHUR KING R. DRILON
Chief, Finance Section

DEBRIS ENT. & CONSTRUCTION
(PARTY OF THE SECOND PART)


ENGR. JOSE L. BANTILLO
Contractor

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Book No. III
Series of 2025

Notary Public Atty. EM EPSAN M. BATON
Until December 31, 2025
PTR No. IBP No. 493043; 01/02/25
Issued on: PTR No. 0584916; 01/03/25
Roll of Atty. No. 75927
MCLE COMPLIANCE No. VIII-0036280

DPWH-3rd District Engineering Office
Labason, Zamboanga del Norte
(PARTY OF THE FIRST PART)


Atty. ROMEO A. SALADAGA, CE
District Engineer