DEVELOPMENT BANK OF THE PHILIPPINE

JUL 1 0 2025

Legal Services Group

TIME:

## CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (the "Agreement"), made this 2025, 2025, between the **DEVELOPMENT BANK OF THE PHILIPPINES** (DBP), a government financial institution duly created and existing under the provisions of Executive Order No. 81, the 1986 Revised Charter of DBP, as amended by Republic Act No. 8523 dated 14 February 1998, with principal office address at DBP Building, Sen. Gil Puyat Avenue corner Makati Avenue, Makati City, Philippines, represented in this act by I

WHEREAS, after the conduct of public bidding where the Contractor was declared as the Single Calculated Bid, the Entity is desirous that the Contractor execute this Agreement for the fit-out construction of the Entity's Naga Branch Lite Unit (hereinafter called "the Works") and thus the Entity has accepted the Bid for PESOS: FOUR MILLION SIX HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED SEVEN & 06/100 (PhP4,657,507.06) (hereinafter called the "Contract Price") by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 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 under the Implementing Rules and Regulations of Republic Act No. 9184, as amended by Republic Act No. 12009, otherwise known as the "New Government Procurement Reform Act", 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.** The Contractor'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 Contractor's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Contractor's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Entity's bid evaluation;
  - d. Performance Security;

- e. Notice of Award of Contract and the Contractor's conforme thereto; and
- f. Other contract documents that may be required by existing laws and/or the 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 Agreement.

The Parties shall endeavor to harmonize the provisions of this Agreement and the Annexes so that each shall be effective. In the event of any inconsistency between the terms of this Agreement and the Annexes, the terms of the Annexes shall prevail to the extent necessary to resolve such inconsistency. In the event of any conflict between the provisions of this Agreement including the annexes and the Scope of Works and Technical Specifications, as the case may be, the Scope of Works and Technical Specifications shall prevail.

- 3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby agrees with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Agreement in all respects.
- 4. The Entity hereby agrees to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of this Agreement at the times and in the manner prescribed by this Agreement.
- 5. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

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

Signed, sealed, delivered by **SVP RONALDO U. TEPORA** for the **DEVELOPMENT BANK OF THE PHILIPPINES** (for the Entity).

Signed, sealed, delivered by MR. JOHN JOSEPH DAJIS for MR. WILLY JUSTIN LIM GO, JR., doing business under the name and style, "W. GO CONSTRUCTION AND SUPPLY" (for the Contractor)

Binding Signature of the Entity

Binding Signature of the Contractor

(SIGNED)

Acting Head, Corporate Services Sector Development Bank of the Philippines (SIGNED)

Attorney-in-Fact of WILLY JUSTIN LIM GO, doing business under the name and style, "W. GO CONSTRUCTION AND SUPPLY"

Signed in the presence of

(SIGNED)

Concurrent OIC, Construction and Facilities

Management Department

Development Bank of the Philippines

(SIGNED)

Name of Witness for Contractor

#### **ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES) MAKATI CITY) SS.

BEFORE ME, a Notary Public for and in the City of Makati personally appeared:

Name	Competent Evidence of Identity	Place/Issued on
Development Bank of the Philippines		
represented by:		

known to me and to me known to be the same person who executed the foregoing document and identified by me through competent evidence of identity, to be the same person in the foregoing document who exhibited to me the above IDs, that he acknowledged to me that the execution of this document is his free and voluntary act and deed of the entity represented and that he has the authority to sign on behalf of his principal.

The foregoing document is a Contract Agreement which consists of fifty (50) pages, including this page where this Acknowledgment is written.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_ 2025 at MAKATI CITY Philippines.

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Book No. XIX

Series of 2025

WILLIAC MAN

DST, MOLT 03 53 1212

**NOTARY PUBLIC** 

(SIGNED)

Notary Public for the City of Makati Appointment No. M-147 until December 31, 2025 Roll of Attorneys No. 63138 IBP Lifetime No. 012809 05/07/2014 PTR Exempt under R.A. 7160 MCLE Compliance No. VIII-0005492 12/01/2023 10F DBP Building, Sen. Gil J. Puvat Ave. Makati Cib

#### **ACKNOWLEDGMENT**

REPUBLIC OF	CES!	U CITY	S) ) SS.				
BEFORE appeared:	E ME, a	a Notary	Public for	and in	the	City <b>GEBU CITY</b>	_ personally

Name	Competent Evidence of Identity	Place/Issued on
W.GO CONSTRUCTION AND SUPPLY		
Represented by:		

known to me and to me known to be the same person who executed the foregoing document and identified by me through competent evidence of identity, to be the same person in the foregoing document who exhibited to me the above IDs, that he acknowledged to me that the execution of this document is his free and voluntary act and deed of the entity represented and that he has the authority to sign on behalf of his principal.

The foregoing document is a Contract Agreement which consists of fifty (50) pages, including EBU CITY this page where this Acknowledgment is written.

Doc. No. 79; Page No. 800k No. 59; Series of 2025. **NOTARY PUBLIC** 

# (SIGNED)

ATTY. LUC O C/AVERGONZADO

Notarial Commission No. 055-25

Notary Public for Cebu City valid until December 31, 2026

C.S Ladia Bldg., P. del Rosario St., San Antonio, Cebu City
Roll of Attorneys No. 83069

PTR No. 2813687 / December 12, 2025 / Cebu City

IBP O.R. No. 483264 / December 13, 2024(for 2025)/ Cebu City

MCLE Compliance No. VIII- 0005356