**CONTRACT AGREEMENT FOR THE PROPOSED IMPROVEMENT OF MEZ SECONDARY GATES (GATES 1,2,4&5)**

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**CONTRACT AGREEMENT**

THIS AGREEMENT, made this 8th day of November, 2024 between **PHILIPPINE ECONOMIC ZONE AUTHORITY** with office address at 10th Floor DoubleDragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City, represented herein by the Director General, **TERESO O. PANGA,** hereinafter referred to as **"the Entity"** and **BT CONSTRUCTION AND GENERAL SERVICES** with office address at 47th Street, Sun Valley Subdivision, Brgy. Calamba, Cebu City represented herein by its Proprietor, **BENJAMIN O. TAN**, hereinafter called the "**Contractor**". Each "The Party" and collectively as "The Parties".

WHEREAS, the Entity is desirous that the Contractor execute the **PROPOSED IMPROVEMENT OF MEZ SECONDARY GATES (GATES 1,2,4&5)**, hereinafter called **"The Works"** and the Entity has accepted the Bid for **ONE MILLION NINE HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED FIFTY-SIX AND 62/100 IN PHILIPPINE CURRENCY (Php1,968,556.62)** 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. General and Special Conditions of Contract;
        iv. Invitation to Bid;
        v. Supplemental or Bid Bulletins, if any; and,
        vi. Terms-Of-Reference with Bill of Quantities and Detailed Estimates (TOR).

    b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

    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;

c. Performance Security;

d. 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 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.

3. In consideration for the sum of **ONE MILLION NINE HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED FIFTY-SIX AND 62/100 IN PHILIPPINE CURRENCY (Php1,968,556.62)** or such other sums as may be ascertained, **BT CONSTRUCTION AND GENERAL SERVICES** agrees to perform as specified in the instruction to Bidders in accordance with its Bid.

4. The **PHILIPPINE ECONOMIC ZONE AUTHORITY** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. The Contractor being a duly licensed and legitimate contractor warrants full compliance with all labor laws and social legislation, rules and regulations, especially as regards to minimum wage, hours of work, overtime, and compulsory allowances, and comply all mandatory government contributions. Furthermore, the Contractor shall hold the Entity absolutely free and harmless against any and all claims, judgments, and awards in favor of the Contractor's employees or workers under said laws, decrees, rules and regulations, as well as other laws and under the provisions of the Contract.

6. The Contractor shall ensure that the project duration of the project, Proposed Improvement of MEZ Secondary Gates (Gates 1,2,4&5) shall be for a period of NINETY (90) CALENDAR DAYS from the date of issuance or receipt of the Notice to Proceed (NTP) by the Contractor.

7. Any of violation or breach by the Contractor on the stipulations and covenants of the Contract, the Entity may pre-terminate or rescind this Agreement; Provided that written notice must be served by the Entity to the Contractor at least thirty (30) days prior to the intended date of termination, and that the Entity shall be entitled to the refund of its payment including liquidated damages

as herein stipulated, in addition to what may be granted and/or awarded to it in the courts of law.

8. The amount of liquidated damages shall be equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works every day of delay and the Entity need not prove the damages to be incurred. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, the Entity may rescind or terminate the Agreement, without prejudice to other courses of action and remedies open to it such as but not limited to forfeiture of performance security and/or blacklisting of the Contractor.

9. The Entity shall deduct the aforementioned damages from any money due or which may become due the Contractor under the Agreement and/or collect such liquidated damages from the retention money or other securities posted by the Contractor.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed and the Parties hereby affix their signatures in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**BT CONSTRUCTION AND GENERAL SERVICES**

BY:

**BENJAMIN O. TAN**
Sole Proprietor

**PHILIPPINE ECONOMIC ZONE AUTHORITY (PEZA)**

By:

**TERESO O. PANGA**
Director General

Signed in the Presence of:

EUMAN T. NERI
BT Construction & General Services Representative

EMMANUEL D. CORTERO
Zone Administrator – MEZ & VisMin SEZs

## A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES )
CEBU CITY ) SS.

Before me, a Notary Public duly authorized in the city named above to take acknowledgments, certify that on 11 OCT 2024, personally appeared the following who are identified by me through competent evidence of identity:

| Name | Competent Evidence of Identity | |
|---|---|---|
| | Type and Number | Valid Until or Date and Place of Issue |
| BT CONSTRUCTION AND GENERAL SERVICES<br>**BENJAMIN O. TAN** | CTC: 13943184 | Jan. 10, 2024 Cebu City |

known to me to be the same persons described in the foregoing instrument, who acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they executed the instrument as their free and voluntary act and deed as well as the free and voluntary act and deed of the corporation or entity herein represented.

This instrument, consisting of five (5) pages, including the page on which this acknowledgment is written, is signed on each and every page thereof by the Party and their instrumental witnesses and sealed with my notarial seal.

**WITNESS MY HAND AND NOTARIAL SEAL**, on the date at the place first written above.

Doc. No. 10
Page No. 2
Book No. 1
Series of 2024.

ATTY. PRINCES CHARMINE M. RODRIGUEZ
Notary Public
Roll of Attorneys No. 76565
Notarial Comm. No. 172-23
Cebu City Valid Until 12/31/2024
PTR No. 2465001, Cebu City, 1/2/2024
IBP No. 375858, Cebu Chapter, 12/27/2023
MCLE Exemption No. VIII-BEP002327 Valid Until 4/14/2028

## A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES )
_____ ) SS.

Before me, a Notary Public duly authorized in the city named above to take acknowledgments, certify that on 12 NOV 2024, personally appeared the following who are identified by me through competent evidence of identity:

| Name | Competent Evidence of Identity | |
|---|---|---|
| | Type and Number | Valid Until or Date and Place of Issue |
| PHILIPPINE ECONOMIC ZONE AUTHORITY<br>**TERESO O. PANGA** | PASSPORT NO. P8617179B | DFA MANILA/ 4 JAN 2022 |

known to me to be the same persons described in the foregoing instrument, who acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they executed the instrument as their free and voluntary act and deed as well as the free and voluntary act and deed of the corporation or entity herein represented.

This instrument, consisting of five (5) pages, including the page on which this acknowledgment is written, is signed on each and every page thereof by the Party and their instrumental witnesses and sealed with my notarial seal.

**WITNESS MY HAND AND NOTARIAL SEAL**, on the date at the place first written above.

ATTY. CHRISTINE HEIDE A. ROSALES ROLL NO. 63616 NOTARY PUBLIC MAKATI CITY, PHILIPPINES

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Page No. 96
Book No. II
Series of 2024.

ATTY. CHRISTINE HEIDE A. ROSALES
SC Roll No. 63616
Notary Public Until Dec. 31, 2024
IBP Lifetime Member No. 012672, Quezon City
PTR No. 10132370; 2/8/2024, Makati City
MCLE Compliance No. VII-0018328,
valid until 04/14/2025
3rd Floor Salcedo One Centre
170 Salcedo St., Legaspi Village