CONTRACT AGREEMENT

THIS AGREEMENT made this 23 day of December 2024 between **PHILIPPINE ECONOMIC ZONE AUTHORITY** with office address at DoubleDragon Center West Building, DD Meridian Park, Macapagal Avenue corner EDSA Extension, Pasay City, Metro Manila, represented herein by its Director General, **Tereso O. Panga** and hereinafter called as "the Entity"; and **HELPMATE SERVICES, INC.** with office address at Kintanar Building, 330 N. Bacalso Avenue, Cebu City, represented herein by its Operations Manager, **Gualberto R. Villaver, Jr.** and hereinafter called "the Contractor" on the other part;

WHEREAS, the Entity invited Bids for the **Supply & Delivery of Personnel, Tools and Equipment for the Clean & Green and Facilities Maintenance in MEZ with Project Identification No. 2024-010** and has accepted a Bid by the Contractor for the supply of those goods and services in the sum of **ELEVEN MILLION NINETY-ONE THOUSAND NINE HUNDRED NINETY-TWO AND 74/100 IN PHILIPPINE CURRENCY** (**Php 11,091,992.74**) inclusive of VAT and all applicable taxes and fees shall hereinafter called "the Contract Price".

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 referred to.

2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the "Government Procurement and Reform Act", shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:

   i. Philippine Bidding Documents (PBDs);
      i. Schedule of Requirements;
      ii. Technical Specifications;
      iii. Terms of Reference
      iv. General and Special Conditions of Contract; and
      v. Supplemental or Bid Bulletins, if any

   ii. The Contractor'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;

iii. Performance Security;

iv. Notice of Award of Contract; and the Contractor's conforme thereto; and

v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Contractor 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 **ELEVEN MILLION NINETY-ONE THOUSAND NINE HUNDRED NINETY-TWO AND 74/100 IN PHILIPPINE CURRENCY (Php 11,091,992.74)** or such other sums as may be ascertained, **HELPMATE SERVICES, INC.** agrees to the Supply & Delivery of Personnel, Tools and Equipment for the Clean & Green and Facilities Maintenance in MEZ 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. This Agreement shall take effect on **01 January 2025** and shall remain in effect on **31 December 2025.**

6. The Contractor shall be the sole employer of all the personnel assigned under this Agreement and shall be solely responsible and liable for strict compliance with all pertinent labor legislations, as required by existing rules and regulations.

7. The Contractor shall hold the Entity absolutely free and clear from any liabilities or responsibilities on any claim or claims that may be filed by any of the said personnel for any reason whatsoever.

8. The Contractor shall, at all times, exercise due care to ensure the complete security, restriction, and confidentiality of all information made available by the Entity.

9. The Contractor shall follow all applicable Labor, Safety and Environmental Rules and Regulations as well as the Entity's Rules and Regulations

10. The Contractor shall assume full responsibility for any loss or damage to the Entity's properties or of third parties when such loss or damage is due to the fault or negligence of the Contractor or such fault or negligence the Contractor contributed to the cause of, or aggravated the loss or damage, provided such loss or damage was not the result of a third party's negligence or malicious act: Provided, that such loss or damage shall be made known in writing to the Contractor within five (5) calendar days after occurrence of such loss or damage where an investigation shall be conducted by the Entity through the MEZ Engineering and Maintenance Division and the Contractor, or by the police or any government police

agency where the loss or damage is attributable to the negligence or malicious act of a third party. Provided, that failure to make such report within the period stated shall be deemed as waiver for the Entity to file any claim for such loss or damage.

11. The Entity shall have the right to increase or decrease the number of personnel originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

12. The Entity reserves the right to demand the permanent replacement of any of the Contractor's personnel at any time for any justifiable reasons, and such replacement shall be carried out within twenty-four (24) hours from receipt of the demand. The Contractor shall make available at all times relievers and/ or replacements to ensure continuous and uninterrupted services in case of absences and to exercise the necessary supervisions over the work of the contractor's personnel. Relievers and replacements shall be qualified and carefully selected, as the situation may so require.

13. In the event the Contractor violates any of the terms and conditions of this Agreement or fails to satisfactorily deliver the goods or services within the specified delivery schedule or project implementation schedule, inclusive of duly granted time extensions, if any, the Contractor shall be liable for liquidated damages for every day of delay until such goods or services are finally delivered or performed and accepted by the Entity. The Entity need not prove that it has incurred actual damages to be entitled to liquidated damages.

14. The amount of liquidated damages shall be equal to at least one-tenth (1/10) of one percent (1%) of the cost of the delayed goods or services scheduled for delivery or performance for every day of delay. If the sum of liquidated damages reaches at least ten percent (10%) of the contract amount, the Entity may pre-terminate or rescind this Agreement by serving written notice to the Contractor before the intended date of termination, without prejudice to other courses of action and remedies available such as but not limited to forfeiture of performance security and/or blacklisting of the Contractor.

15. In the event that the Agreement expires without the successful procurement of new contractor, the Entity shall notify the Contractor on the extension in writing thirty (30) days prior to the expiration of the Agreement. The Agreement may be extended for a monthly basis up to a maximum duration of six (6) months, or for such period necessary until the new contractor takes over, subject to performance evaluation and compliance with guidelines prescribed with the Revised Implementing Rules and Regulations of Republic Act No. 9164.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

PHILIPPINE ECONOMIC ZONE AUTHORITY

By:

TERESO O. PANGA
Director General

HELPMATE SERVICES, INC.

By:

GUALBERTO R. VILLAVER, JR.
Operations Manager

Signed in the presence of:

Emmanuel D. Cortero
Economic Zone Administrator
Mactan Economic Zone

GILRAY J. ACEBEDO
Assistant Operations Manager

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) SS.

Before me, a Notary Public duly authorized in the city named above to take acknowledgments, certify that on _____, 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 Tereso O. Panga		

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 six (6) 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. _____
Page No. _____
Book No. _____
Series of 2024.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Mandaue City) SS.

Before me, a Notary Public duly authorized in the city named above to take acknowledgments, certify that on DEC 18 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
HELPMATE SERVICES, INC. Gualberto R. Villaver, Jr.	DRIVER'S LICENSE NO.: 606-93-026470	March 24, 2033 TALISAY CITY, CEBU

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 six (6) 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. 136
Page No. 29
Book No. 6
Series of 2024.

ATTY. NELIA MAE S. VILLENA
Notary Public for Mandaue City, Consolacion, Lilo-an, Compostela, and Cordova
Notary Commission No. 2023-110 valid until Dec. 31, 2024
Roll No. 80082 / May 18, 2022
IBP No. 373582, 12/24/2023, Cebu Province
PTR No. 1730809, 12/28/2023, Mandaue City
MCLE Compliance 2020-21 Bar Passer
North Road, Brgy. Basak, Mandaue City