# Contract Agreement Form for the Proposed Landscaping in MEZ

## CONTRACT AGREEMENT

THIS AGREEMENT made this _____ day of _____ 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** (referred to as the "Entity") and **SB & T CONSTRUCTION OPC** with office address at 254-n Tres de Abril, Labangon, Cebu City represented herein by its Project Manager, **Teresita G. Gamboa** (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the project, **PROPOSED LANDSCAPING IN MEZ WITH PROJECT IDENTIFICATION NUMBER 2024-011** (hereinafter called "the Works") and the Entity has accepted the Bid for **ONE MILLION SIX HUNDRED TWELVE THOUSAND SEVEN HUNDRED SEVENTY-FIVE IN PHILIPPINE CURRENCY (Php1,612,775.00)** 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. Invitation to Bid;
      vi. Supplemental or Bid Bulletins, if any; and,
      vii. Scope of Works with Cost 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 SIX HUNDRED TWELVE THOUSAND SEVEN HUNDRED SEVENTY-FIVE IN PHILIPPINE CURRENCY (Php1,612,775.00)** such other sums as may be ascertained, **SB & T CONSTRUCTION OPC** agrees to provide technical supervision, skilled personnel, tools, equipment and suitable highest quality of materials within the specified period to complete the project, **PROPOSED LANDSCAPING IN MEZ WITH PROJECT IDENTIFICATION NUMBER 2024-011** in accordance with his/her/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 shall complete the Works for a period of NINETY (90) CALENDAR DAYS from the date of receipt of the approved Notice to Proceed (NTP).

5. The Contractor being a duly licensed and legitimate contractor warrants full compliance with all labor laws and social legislation including occupational safety and health 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. 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.

7. 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.

8. 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.

*TERESO O. PANGA*
*Director General*

*For:*

***PHILIPPINE ECONOMIC ZONE AUTHORITY***

*TERESITA G. GAMBOA*
*Project Manager*

*For:*

***SB & T CONSTRUCTION OPC***

Signed in the Presence of:

**EMMANUEL D. CORTERO**
Economic Zone Administrator
Mactan Economic Zone and VisMin SEZs

**MARIA MAGDALINA A. BALINTON**
Corporate Secretary
SB&T Construction OPC

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____ ) SS.

Before me, a Notary Public duly authorized in the city named above to take acknowledgment, certify that on _____, personally appeared the following who were 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><br>Tereso O. Panga | | |

known to me to be the same person 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. 106
Page No. 22
Book No. I
Series of 2024.

ATTY. LUCIO C. AVERGONZADO
Notarial Commission No. 126 23
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. 83669
PTR No. 7262324 / December 23, 2024 / Cebu City
IBP O.R. No. 483284 / December 13, 2024 / Cebu Province

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____ ) SS.

Before me, a Notary Public duly authorized in the city named above to take acknowledgment, certify that on _____, personally appeared the following who were identified by me through competent evidence of identity:

| Name | Competent Evidence of Identity | |
|---|---|---|
| | Type and Number | Valid Until or Date and Place of Issue |
| ***SB & T CONSTRUCTION OPC***<br><br>*TERESITA G. GAMBOA* | | |

known to me to be the same person 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. 107
Page No. 22
Book No. 1
Series of 2024.

ATTY. LUCIO C. AVERGONZADO
Notarial Commission No. 124-23
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. 83089
PTR No. 7262324 / December 23, 2024 / Cebu City
IBP O.R. No. 483264 / December 13, 2024 / Cebu Province