

**CONTRACT AGREEMENT FOR THE CONSTRUCTION OF REGIONAL TVET INNOVATION  
CENTER FOR TESDA REGION IV-A  
AT REGIONAL TRAINING CENTER - BATANGAS**

THIS AGREEMENT made this 25 day of JUL 2024 by and between **TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA)** with principal address at TESDA Complex, East Service Road, South Luzon Expressway, Fort Bonifacio, Taguig City, Metro Manila, Philippines (hereinafter called the "**Procuring Entity**") of the one part and **PPG CONSTRUCTION CORPORATION** with business address at PPG Building, National Highway, Kumintang Ilaya, Batangas City (hereinafter called the "**Contractor**") of the other part;

**WHEREAS**, the Procuring Entity is desirous that the Contractor executes the Construction of Regional TVET Innovation Center for TESDA Region IV-A at Regional Training Center Batangas (hereinafter called "the Works") and the Procuring Entity has accepted the Bid for **Thirty-Six Million Nine Hundred Ninety-Seven Thousand Six Hundred Fifty-Eight Pesos and 00/100 (P36,997,658.00)** 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 herein after referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of the 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)
  - Invitation to Bid (hereto attached as **Annex "A"**);
  - Instruction to Bidders (hereto attached as **Annex "B"**);
  - Bid Data Sheet (hereto attached as **Annex "C"**);
  - General Conditions of Contract (hereto attached as **Annex "D"**);
  - Special Conditions of Contract (hereto attached as **Annex "E"**);
  - Specifications (hereto attached as **Annex "F"**);
  - Drawings/Plans (hereto attached as **Annex "G"**);
  - Financial Bid Forms (hereto attached as **Annex "H"**);
  - Supplemental/ Bid Bulletin (hereto attached as **Annex "I"**)
- B. Bid Submissions by the Bidder
  - Eligibility Documents (hereto attached as **Annex "J"**);
  - Technical Documents (hereto attached as **Annex "K"**);
  - Financial Documents (hereto attached as **Annex "L"**);
- C. Notice of Award of Contract and the Bidder's conforme thereto (hereto attached as **Annex "M"**);
- D. Performance Security (hereto attached as **Annex "N"**); and
- E. Other Documents as stipulated in ITB Clause 21 of the Bid Data Sheet of the Bidding Documents (hereto attached as **Annex "O"**):
  - a. Construction Schedule and S-curve
  - b. Manpower Schedule
  - c. Construction Methods
  - d. Equipment Utilization Schedule
  - e. Construction Safety and Health Program approved by the Department of Labor and Employment; and
  - f. Program Evaluation and Review Technique (PERT) / Critical Path Method (CPM)

3. Location of the Agreement and Completion of the Works:  
**Location of the Agreement:** at P. Herera, St., Poblacion 0006 Batangas City

**Completion of the Works:** Within **Two Hundred Forty (240) Calendar Days** inclusive of the processing of the building permit upon receipt of Notice to Proceed (NTP)

4. In consideration for the sum **Thirty-Six Million Nine Hundred Ninety-Seven Thousand Six Hundred Fifty-Eight Pesos and 00/100 (P36,997,658.00)** or such other sums as may be

ascertained, **PPG CONSTRUCTION CORPORATION** agrees for the Construction of Regional TVET Innovation Center for TESDA Region IV-A Regional Training Center Batangas.

5. Payment in favor of the **CONTRACTOR** shall be made through progress billing based on actual work accomplishment.
6. The **PROCURING ENTITY** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
7. Any delay in the completion of the work shall be governed by Section 68 (Liquidated Damages) of the Revised Implementing Rules and Regulations of Republic Act No. 9184. For the Infrastructure Projects, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion of everyday of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of contract, the Procuring Entity may rescind or terminate the contract without prejudice to other courses of action and remedies available under the circumstances.

**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.

**TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY**

**PPG CONSTRUCTION CORPORATION**

**VIDAL D. VILLANUEVA III**  
Office-In-Charge, TESDA  
(Deputy Director General, TESDO)

**PABLO P. GUICO**  
Authorized Representative

SIGNED IN THE PRESENCE OF:

*VILLANUEVA*  
**GUICO**

**DIR. ARTEMIO C. DEL ROSARIO, JR.**  
Director III  
Project Management Office

**CORPORATE SECRETARY**

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)

) S.S.

BEFORE ME, a Notary Public for and in the Province/City of BATANGAS this 25 JUL 2024 2024 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
VIDAL D. VILLANUEVA III		
PABLO P. GUICO	58781	PRC

Known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledge before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this 25 day of JUL 2024 at BATANGAS CITY.

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Series of 2024

**ATTY. PAMELA BIANCA C. MEDRANO**

Notarial Commission No. 2024-254-N

Notary Public for and in Batangas City until 12/31/2025  
Roll No. 70087, 06/02/2017

IBP No. 436320, 01/31/2024, Batangas City  
PTR No. 4781249, 03/18/2024, Mandaluyong City  
MCLE Exemption No. VIII-BEP002491, 02/14/2023  
No. 3775, Sitio Silangan, Brgy. Wawa, Batangas City