

**CONTRACT AGREEMENT FOR THE CONSTRUCTION OF REGIONAL TVET INNOVATION
CENTER FOR TESDA CARAGA REGION
AT AGUSAN DEL SUR SCHOOL OF ARTS AND TRADES**

THIS AGREEMENT made this _____ day of _____ 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 **RCDG CONSTRUCTION CORPORATION/ANZ CONSTRUCTIONS FINISHING SERVICES JOINT VENTURE** with business address at A. Ruste Drive, San Jose Claret, Zamboanga 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 CARAGA Region at Agusan Del Sur School of Arts and Trades (ASSAT) (hereinafter called "the Works") and the Procuring Entity has accepted the Bid for **Thirty-Five Million Nine Hundred Eighty Thousand Eighteen Pesos and 62/100 (P35,980,018.62)** 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 the Contract referred to below.
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 Contract and Completion of the Works:

Location of the Contract: inside the main campus of ASSAT at ASSAT GDOP, Government Center Prosperidad, Agusan Del Sur

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-Five Million Nine Hundred Eighty Thousand Eighteen Pesos and 62/100 (P35,980,018.62)** or such other sums as may be ascertained, **RCDG CONSTRUCTION CORPORATION/ ANZ CONSTRUCTIONS FINISHING SERVICES JOINT VENTURE** agrees for the Construction of Regional TVET Innovation Center for TESDA CARAGA Region at ASSAT.
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 abovementioned 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

**RCDG CONSTRUCTION CORPORATION/
ANZ CONSTRUCTIONS FINISHING SERVICES JOINT VENTURE**

SUHARTO T. MANGUDADATU, Ph.D.
Secretary/Director General

RANDOLF IVAN A. RUSTE
Authorized Representative

SIGNED IN THE PRESENCE OF:

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

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.

BEFORE ME, a Notary Public for and in the Province/City of CITY OF MANILA this 15 JUL 2024 2024 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
SUHARTO T. MANGUDADATU, Ph.D.		
RANDOLF IVAN A. RUSTE		

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 15 JUL 2024 day of 15 JUL 2024 2024 at CITY OF MANILA.

Doc. No. : _____
Page No. : _____
Book No. : _____
Series of 2024 : _____

ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for City of Manila-Until Dec 31, 2024
Notarial Commission No. 2023-091
2nd Floor Midland Plaza Hotel, Adriatico St., Ermita Mia
IBP No. 329700- Jan 3, 2024
P.T.R. No. 1535522 - Jan. 3, 2024
Roll No. 68731 / MCLE No. VII-0011675-04/14/2020
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