

**CONTRACT FOR THE CONSTRUCTION OF INNOVATION CENTER FOR TESDA
ISABELA SCHOOL OF ARTS AND TRADES (ISAT)**

THIS CONTRACT made this ____ day of 08 APR 2022 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 **EGB Construction/JLG Construction Joint Venture** with business address at Garita, Cabagan, Isabela, (hereinafter called the "**Contractor**") of the other part;

WHEREAS, the Procuring Entity is desirous that the Contractor for the Construction of Innovation Center for TESDA Isabela School of Arts and Trade (ISAT) and has accepted a Bid from the contractor in the sum of **Thirty-Eight Million Two Hundred Fifteen Thousand Two Hundred Twenty-Seven Pesos and 58/100 (P38,215,227.58)** (hereinafter called "**the Contract Price**").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, 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 shall be deemed to form and be read and construed as part of this Contract, viz.:
 - A. Bidding Documents
 - 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 (hereto attached as **Annex "G"**);
 - Financial Bid Forms (hereto attached as **Annex "H"**);
 - B. Bid Submissions by the Supplier
 - Eligibility Documents (hereto attached as **Annex "I"**);
 - Technical Documents (hereto attached as **Annex "J"**);
 - Financial Documents (hereto attached as **Annex "K"**);
 - C. Notice of Award (hereto attached as **Annex "L"**);
 - D. Performance Security (hereto attached as **Annex "M"**); and
 - E. Other Documents as stipulated in ITB Clause 21 of the Bid Data Sheet of the Bidding Documents (hereto attached as **Annex "N"**):
 - 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 Work:

Location of the Contract: inside the main campus at Calamagui, Ilagan, Isabela.

Completion of the Works: Within **One Hundred Eighty (180) Calendar Days** upon receipt of Notice to Proceed (NTP)
4. In consideration for the sum **Thirty-Eight Million Two Hundred Fifteen Thousand Two Hundred Twenty-Seven Pesos and 58/100 (P38,215,227.58)** or such other sums as may be

ascertained, EGB Construction/JLG Construction Joint Venture agrees for the Construction of Innovation Center for TESDA Isabela School of Arts and Trades (ISAT).

5. Payment in favor of the **CONTRACTOR** shall be made upon full delivery and final acceptance.
6. The **PROCURING ENTITY** agrees to pay the abovementioned sum in accordance with the terms of the Bidding.
7. Any delay in the delivery of goods 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 Contract 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

EGB CONSTRUCTION/JLG CONSTRUCTION JOINT VENTURE



SEC. ISIDRO S LAPEÑA, PhD, CSEE
Director General



ERNIE G. BAGGAO
Owner/General Manager-EGB Construction

SIGNED IN THE PRESENCE OF:



DIR. DAVID B. BUNGALLON
Director IV
National Institute for Technical Education and Skills Development



JOEL LAYUGAN GARCIA
Authorized Managing Officer-JLG Construction

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
TUMAUNINI, ISABELA) S.S.


BEFORE ME, a Notary Public for and in the Province/City of TUMAUNINI, ISABELA this 08 APR 2022
2022 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
ISIDRO S. LAPEÑA		
ERNIE G. BAGGAO	0055443	PRC

Known to me and to 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 _____ day of 08 APR 2022 at TUMAUNINI, ISABELA.

Doc. No. : 407
Page No. : 83
Book No. : 05
Series of 2022


ATTY. BONG RICHARD M. TUMULUAN
NOTARY PUBLIC
UNTIL JUNE 30, 2022
COMMISSION No 22-047
PROVINCE OF ISABELA
ROLL OF ATTORNEYS No. 66536
IHP No. 183719 ISABELA- 01-03-22
PTR No. PGI No. 14051004 SAN PABLO, ISABELA
MCLE COMPLIANCE ADMITTED 110005350