

**CONTRACT FOR THE SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION OF
AND TRAINING ON BIOMETRIC-ENABLED SCHOLARSHIP REGISTRATION
MANAGEMENT SYSTEM**

THIS **CONTRACT** made this _____ day of _____ 2021 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 **ASCENT SOLUTIONS PHILIPPINES INC.** with business address at 2/F Pair-Pags Center, Ninoy Aquino International Airport, Barangay 198, Pasay City (hereinafter called the "**Supplier**") of the other part;

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, particularly for the Supply, Delivery, Installation, Configuration of and Training on Biometric-Enabled Scholarship Registration Management System and has accepted a Bid from the supplier in the sum of **Thirty-Nine Million Eight Hundred Eighty-Eight Thousand Eight Hundred Eighty-Eight Pesos (P39,888,888.00)** (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"**);
- Schedule of Requirement Bid Forms (hereto attached as **Annex "F"**);
- Technical Bid Forms (hereto attached as **Annex "G"**);
- Financial Bid Forms (hereto attached as **Annex "H"**);
- Supplemental/Bid Bulletin No. 1 (hereto attached as **Annex "I"**)
- Supplemental/Bid Bulletin No. 2 (hereto attached as **Annex "J"**)
- Supplemental/Bid Bulletin No. 3 (hereto attached as **Annex "K"**)

B. Bid Submissions by the Supplier

- Eligibility Documents (hereto attached as **Annex "L"**);
- Technical Documents (hereto attached as **Annex "M"**);
- Financial Documents (hereto attached as **Annex "N"**);

C. Notice of Award (hereto attached as **Annex "O"**); and

D. Performance Security (hereto attached as **Annex "P"**)

3. Delivery Period and Delivery Place:

Delivery Period: Within **forty-five (45) calendar days** upon receipt of Notice to Proceed (NTP)

Delivery Place: TESDA Central Office

4. In consideration of the payments to be made by the **PROCURING ENTITY** to the **SUPPLIER** as hereinafter mentioned, the **SUPPLIER** hereby covenants with the **PROCURING ENTITY** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. Payment in favor of the **SUPPLIER** shall only be made upon full delivery and final acceptance of the goods.
6. The **PROCURING ENTITY** hereby covenants to pay the **SUPPLIER** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable subject to applicable withholding tax under the provisions of this Contract at the time and in the manner prescribed by the Contract.
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 procurement of goods, 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 every day 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.

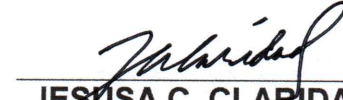
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**TECHNICAL EDUCATION AND
SKILLS DEVELOPMENT AUTHORITY**

**ASCENT SOLUTIONS PHILIPPINES
INC.**




SEC. ISIDRO S LAPENA, PhD, CSEE
Director General



JESUSA C. CLARIDAD
Project Manager

SIGNED IN THE PRESENCE OF:




DIR. JULIET O. OROZCO
Director IV
Administrative Service



DANILO BUNGUBUNG
Authorized Representative

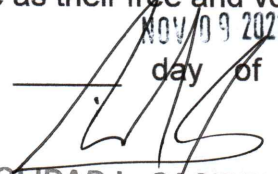
ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.
TAGUIG CITY

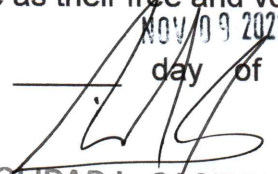
BEFORE ME, a Notary Public for and in the Province/City of _____ this
 2021 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
ISIDRO S. LAPENA		
JESUSA C. CLARIDAD		

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 _____ 2021 at
TAGUIG CITY.

Doc. No. : _____
Page No. : _____
Book No. : _____
Series of 2021 : _____



SOLIDAD L. CASIBEN
Notary Public until December 31, 2021
Appointment No. 19 (2020-2021)
PTR No. A-5064320; 01-04-21; Taguig City
IBP No. 122537; 01-05-21; RSM; Roll No. 61625
MCLE Compliance VI-0022627; until 04-14-22
Office Address: 133 Block 7, Zone 2, (Gate 3)
Pasong Tamo Ext., Fcrt Bonifacio, Taguig City
Contact Nos.: 09399078643 / 09174257832