

CONTRACT FOR THE PROCUREMENT OF LEARNING SYSTEMS FOR RTC-NCR
Lot 17 - Machining Equipment

THIS CONTRACT made this APR 26 2022 day of _____ 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 **Hytec Power Inc.** with business address at 2T. Cruz St. Cruzville Subdivision, Zabarte Road Barangay Kaligayahan, Novaliches, Quezon City (hereinafter called the "**Supplier**") of the other part;

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, particularly for the **Lot 17 - Machining Equipment** under the Procurement of Learning Systems for RTC - NCR and has accepted a Bid from the supplier in the sum of **Forty Million Seven Hundred Ninety-Four Thousand Six Hundred Pesos (P40,794,600.00)** (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"**);
 - Specifications (hereto attached as **Annex "F"**);
 - Financial Bid Forms (hereto attached as **Annex "G"**);
 - Supplemental/Bid Bulletin No. 1 (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"**); and
 - D. Performance Security (hereto attached as **Annex "M"**)
3. Location of the Contract and Completion of the Work:

Location of the Contract: RTC-NCR Technical Education and Skills Development Authority East Service Road, South Luzon Expressway (SLEX), Fort Bonifacio, Taguig City.

Completion of the Works: Within **One Hundred Eighty (90) Calendar Days** upon receipt of Notice to Proceed (NTP)
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.
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 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

HYTEC POWER, INC.




SEC. ISIDRO S LAPEÑA, PhD, CSEE
Director General



ERIC JUDE S. SOLIMAN
President and CEO

SIGNED IN THE PRESENCE OF:



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



RHESSAN JAN R. MAMORANSING
Authorized Representative

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the Province/City of PASIG CITY this APR 26 2022
2022 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
ISIDRO S. LAPEÑA		
ERIC JUDE S. SOLIMAN	Passport P7954375A	

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 APR 26 2022 day of _____ 2022 at PASIG CITY.

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Series of 2022


ARLEO ANTONIO R. MAGTIBAY JR.
Appointment No. 177 (2019-2020)
Notary Public for Pasig City, Pateros, and San Juan
Validity extended until 30 June 2022
Unit 424, Strata 100 Bldg.
F. Ortigas Jr. Road, Ortigas Center, Pasig City
Roll No. 61659
PTR No. 8000376; 01.05.22; Pasig City
IBP No. 196371; 01.05.22; RSM
MCLE Compliance No. VII-0003197; 04.14.25

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ERIC

ID No. 94 94 01

Engr. Eric Jude S. Sollman
 President/ CEO/ COO

(+63) 917-531-1624 / 622-900-2001
 919-907-0020
 (+63 2) 975-2143 (Direct Line)
 esollman@hytecpower.com

The Choice is Yours but the Answer is Always Hytec Power, Inc.

SSS No. 33-5277229-9
 TIN No. 125-953-731-000

In case of Emergency, Contact:


Hytec Power Inc.	
Marissa R. Azara	+63 917 515 8847
Mylene S. Micero	+63 917 514 5082

In found, please contact:

HYTEC POWER Inc.
 #2 T. Cruz St. Cruzville Zabarte Rd. Novaliches, Quezon City
 Metro Manila, Philippines 1122
 Tel: (+63) 417-4333 • 417-5435 • 418-7079 • 419-9138 • 419-9166
 Fax: (+63) 419-9154 • 693-5409
 Email us: hr_department@hytec-power.com

This ID card is the person's sole name and photo appears on this ID card is an employee of Hytec Power Inc. This card is a property of the company and must be surrendered upon termination of employment.

Eric S. Sollman
 President/ CEO

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+ (632) 417-4333 • 417-5435 • 418-7079
 419-9138 • 419-9166

training@hytecpower.com

www.hytecpower.net

#2T. Cruz St. Cruzville, Zabarte Rd. Novaliches
 Quezon City, Metro Manila, Philippines 1123



RHESS

ID No. 94 17 40

Rhessan Jan R. Mamoransing
Technical Specialist Manager

+63 977-219-0923
rhessanjan@hytecpower.com

The Choice is Yours but the Answer is Always Hytec Power, Inc.

SSS No. : 34-6101271-5
TIN No. : 274-864-406-000
Home Add. : Blk17 Lot36 Philipians St. Sacred Heart Village Pasong Putik, Quezon City

In case of Emergency, Contact:
Precious M. Mamoransing | +63 917-4244-198

In found, please contact:
HYTEC POWER Inc.
2 T. Cruz St. Cruzville Zabarte Rd. Novaliches, Quezon City, Metro Manila, Philippines 1123
Tel.: (632) 417-4333 / 417-5435 / 418-7079 / 419-9138 / 419-9166
Fax: (632) 419-9154 / 930-5499
Email us: hr_department@hytecpower.com

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President/CEO