

CONTRACT FOR THE PROCUREMENT OF LEARNING SYSTEMS FOR RTC-NCR–REBIDDING

Lot 13 – Air Conditioning, Refrigeration and Water Dispenser

THIS CONTRACT made this _____ 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 **MUCHI MARKETING CO.** with business address at 6L Fernandez St. Pag-Ibig sa Nayon A. Bonifacio Ave. Quezon City (hereinafter called the "**Supplier**") of the other part;

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, particularly for **Lot 13 – Air Conditioning, Refrigeration and Water Dispenser** under the Procurement of Learning Systems for RTC-NCR–Rebidding and has accepted a Bid from the supplier in the sum of **Four Million Three Hundred Twenty-Eight Thousand Eight Hundred Twent-Five Pesos (P4,328,825.00)** (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 (hereto attached as **Annex "I"**);
 - B. Bid Submissions by the Supplier
 - 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 (hereto attached as **Annex "M"**); and
 - D. Performance Security (hereto attached as **Annex "N"**)
3. Delivery Period and Delivery Place:

Delivery Period: Within **thirty (30) calendar days** upon receipt of Notice to Proceed (NTP)

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

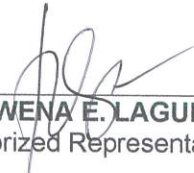
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY

MUCHI MARKETING CO.



DANILO P. CRUZ
Director General



ROWENA E. LAGUDA
Authorized Representative

SIGNED IN THE PRESENCE OF:



DIR. DAVID B. BUNGALLON
Director IV

National Institute for Technical Education and Skills Development



ARMANDO VALONDA
General Manager

ACKNOWLEDGEMENT

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

QUEZON CITY

NOV 26 2022

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

NAME	VALID ID NO.	ISSUED BY
DANILO P. CRUZ		
ROWENA E. LAGUDA	00-339232756-6	SOCIAL SECURITY C/11/STEN

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 NOV 26 2022 day of QUEZON CITY 2022 at _____.

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Series of 2022

ATTY. KATHRYN C. ELEMEN
Roll No. 53549
Adm. No. 039 Notary Public 2021-2022
IBP No. 178895, Q.C. 1-5-2022
PTR No. 2445190, Q.C. 1-5-2022
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