

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

Lot 8 – IT Equipment

THIS CONTRACT made this DEC day 6 2022 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 **WORLD SOLUTION TECHNOLOGY INC.** with business address at 32 Pilar St. corner Araullo St. Addition Hills, San Juan City (hereinafter called the "**Supplier**") of the other part;

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, particularly for **Lot 8 – IT Equipment** under the Procurement of Learning Systems for RTC-NCR–Rebidding and has accepted a Bid from the supplier in the sum of **Twenty-Seven Million Ninety-Nine Thousand One Hundred Seventy-Five Pesos (P27,099,175.00)** (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 **sixty (60) 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**

WORLD SOLUTION TECHNOLOGY INC.



DANILO P. CRUZ *7*
Director General



GLENDA F. BIBIT
Authorized Representative

SIGNED IN THE PRESENCE OF:



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



ANGELO RAYALA
Corporate Secretary

ACKNOWLEDGEMENT

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

QUEZON CITY DEC 16 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	P1269135C	DFA MANILA
GLENDA F. BIBIT	CRN-DNI-5499007-B	UMID

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 *DEC 16 2022* day of _____, 2022 at *QUEZON CITY*.

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Page No. : 23
Book No. : 1111-D
Series of 2022

ATTY. MICHAEL DARYL M. BAYOTAS
Notary Public
Commission No. NP-074(2019-2020)
Commission Extended Until December 31, 2022
As Per En Banc B.M. No. 3795/Dec. 01, 2020
Unit 204 Tony Galvez Centrum, 124 9th Avenue
Araneta, Cubao, Quezon City
PTR No. 2393349/Quezon City/Jan. 03, 2022
IBP Lifetime No: 011221/Pasig City/Nov. 07, 2012
MCLE Compliance No. VI-0002500/May 29, 2017
Attorney's Roll No. 56180
TIN: 274-951-264-000

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

Lot 11 – Photo and Video Editing Equipment and Software

THIS CONTRACT made this DEC 16 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 **WORLD SOLUTION TECHNOLOGY INC.** with business address at 32 Pilar St. corner Araullo St. Addition Hills, San Juan City (hereinafter called the "**Supplier**") of the other part;

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, particularly for **Lot 11 – Photo and Video Editing Equipment and Software** under the Procurement of Learning Systems for RTC-NCR–Rebidding and has accepted a Bid from the supplier in the sum of **Sixty-Eight Million Two Hundred Sixty Thousand Seven Hundred Thirty-Three Pesos (P68,260,733.00)** (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"**);
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 - 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 **sixty (60) 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

WORLD SOLUTION TECHNOLOGY INC.




DANILO P. CRUZ
Director General

GLENDA F. BIBIT
Authorized Representative

SIGNED IN THE PRESENCE OF:




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

ANGELE RAYALA
Corporate Secretary

ACKNOWLEDGEMENT

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

QUEZON CITY

DEC 16 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	P1269135C	DFA MANILA
GLENDA F. BIBIT	GRN-0M-5499007-8	UMID

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 _____ 2022 at _____

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Book No. : LIII-D
Series of 2022

ATTY. MICHAEL DARWIN M. BAYOTAS
Notary Public
Commission No. NP-74(2019-2020)
Commission Extended Until December 31, 2022
As Per En Banc E.M. No. 3795/Dec. 01, 2020
Unit 204 Tony Galvez Centrum, 124 9th Avenue
Araneta, Cubao, Quezon City
PTR No. 2296349/Quezon City/Jan. 03, 2022
JPP Lifetime No: 011231/Pasig City/Nov. 07, 2012
MCLE Compliance No. VI-0002500/May 29, 2017
Attorney's Roll No. 56180
TIN: 274-951-264-000