

CONTRACT FOR THE PROCUREMENT OF STARTER TOOLKITS FOR THE IMPLEMENTATION OF FY 2023 SPECIAL TRAINING FOR EMPLOYMENT PROGRAM (STEP)

Lot 19 - Automotive Servicing NC I

THIS CONTRACT made this **DEC 05 2023** day of _____ 2023 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 **GIRLTEKI INC.** with business address at 42 Scout Madriñan St. South Triangle, 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 19 - Automotive Servicing NC I** under the Procurement of Starter Toolkits for the Implementation of FY 2023 STEP and has accepted a Bid from the supplier in the sum of **Two Million Seven Hundred Sixty-Five Thousand Three Hundred Ten Pesos and 90/100 (P2,765,310.90)** (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"**);
- Supplemental Bid Bulletin No. 4 (hereto attached as **Annex "L"**);
- Supplemental Bid Bulletin No. 5 (hereto attached as **Annex "M"**);

B. Bid Submissions by the Supplier

- Eligibility Documents (hereto attached as **Annex "N"**);
- Technical Documents (hereto attached as **Annex "O"**);
- Financial Documents (hereto attached as **Annex "P"**);

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

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

3. Delivery Period and Delivery Place:

Delivery Period: Within **ninety (90) calendar days** upon receipt of Notice to Proceed (NTP)

Delivery Place: Various TESDA Regional Offices per Annex C and Annex D of the TESDA Bidding Documents

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

GH 8

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 toolkits.
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 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) 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 the 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

GIRLTEKI INC.


SUHARTO T. MANGUDADATU, Ph.D.
 Secretary/Director General


JENNIFER C. LOFRANCO
 Authorized Representative

SIGNED IN THE PRESENCE OF:


DIR. ROSALINA S. CONSTANTINO
 Executive Director
 Regional Operations Management Office


JONATHAN UY LIM
 Corporate Secretary

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES 
) S.S.

BEFORE ME, a Notary Public for and in the Province/City of MANILA this DEC 05 2023 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
SUHARTO T. MANGUDADATU, Ph.D.		
JENNIFER C. LOFRANCO	CR14034-0399605-1	

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 05 2023 day of MANILA 2023 at _____.

Doc. No. : _____
 Page No. : _____
 Book No. : _____
 Series of 2023 : _____

ATTY. MANUEL ABUYO RODRIGUEZ II
 Notary Public - Until Dec 31 2024
 Notarial Commission No 2023-062
 2nd Floor Midland Plaza Hotel, Adriatico St Ermita, Manila
 IBP NO 239143-Nov 9 2022 For 2023-Pasig City
 PTR. NO. 0822025 - Jan 3 2023 Manila
 ROLL NO. 68732 / MCLE NO VII-0005642