

**CONTRACT FOR THE PROCUREMENT OF STARTER TOOLKITS FOR THE IMPLEMENTATION
OF FY 2023 SPECIAL TRAINING FOR EMPLOYMENT PROGRAM (STEP) –
Lot 45 - Bread and Pastry Production NC II**

THIS CONTRACT made this DEC 21 2023 day of 21 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 **ARIK GENERAL MERCHANDISING** with business address at Camarines Norte State College Pavillion F Pimentel, Daet Camarines Norte (hereinafter called the "**Supplier**") of the other part;

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, particularly for **Lot 45 - Bread and Pastry Production NC II** under the Procurement of Starter Toolkits for the Implementation of FY 2023 Special Training for Employment Program (STEP) and has accepted a Bid from the supplier in the sum of **One Hundred Sixteen Million Forty-Nine Thousand Seven Hundred Ten Pesos and 16/100 (P116,049,710.16)** (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"**);

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

provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

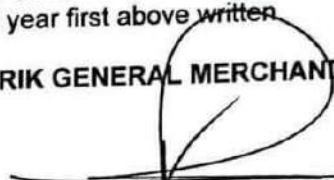
5. Payment in favor of the **SUPPLIER** shall only be made upon full delivery and final acceptance of the toolkits.
6. The **PROCURING ENTITY** hereby covenants to pay the **SUPPLIER** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price 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

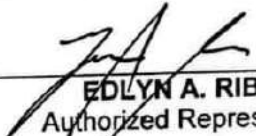

SUHARTO T. MANGUDATU, Ph.D.
 Secretary/Director General

ARIK GENERAL MERCHANDISING


ARVIN ARIK B. CARRANCEJA
 Proprietor

SIGNED IN THE PRESENCE OF:


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


EDLYN A. RIBAYA
 Authorized Representative

ACKNOWLEDGEMENT

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

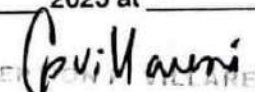
BEFORE ME, a Notary Public for and in the Province/City of QUEZON CITY this DEC 21 2023 2023 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
SUHARTO T. MANGUDATU, Ph.D.		
ARVIN ARIK B. CARRANCEJA		

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 21 2023 day of QUEZON CITY 2023 at

Doc. No. : 99
 Page No. : 1
 Book No. : XIV
 Series of 2023


ATTY. CONCEPCION M. MELARENA
 Notary Public for Quezon City
 Until December 31, 2023
 PTR No. 3716371 / January 3, 2021 Q.C.
 IBP No. 167803 / November 25, 2021 Q.C.
 Roll No. 30457 / 05-09-1985
 MCLE VII-0006994 / 09-21-2021
 ADM. MATTER No. NP-005 (2022-2023)
 TIN NO. 131-942-754