

CONTRACT FOR THE PROCUREMENT OF LEARNING SYSTEMS FOR RTC-NCR
Lot 5 – Welding Simulators and e-Learning Packages

THIS CONTRACT made this JUN 13 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 **Co Ban Kiat Hardware, Inc.** with business address at Co Ban Kiat Building II, 231 Juan Luna St., Binondo Manila (hereinafter called the "**Supplier**") of the other part;

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, particularly for the **Lot 5 – Welding Simulators and e-Learning Packages** under the Procurement of Learning Systems for RTC - NCR and has accepted a Bid from the supplier in the sum of **Nineteen Million Three Hundred Thousand Pesos (P19,300,000.00)** (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 **Ninety (90) 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.

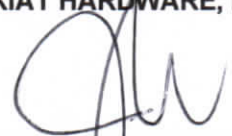
7. Any delay in the delivery of goods shall be governed by Section 68 (Liquidated Damages) of the Revised Implementing Rules and Regulations of Republic Act No. 9184. For the Infrastructure Projects, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the 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.

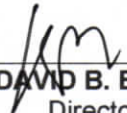
TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY


SEC. ISIDRO S LAPEÑA, PhD, CSEE
Director General

CO BAN KIAT HARDWARE, INC.


JACKSON A. ONG
VP-Operations/Authorized Representative

SIGNED IN THE PRESENCE OF:


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


ARISTEO SAN AGUSTIN
Corporate Secretary

ACKNOWLEDGEMENT

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

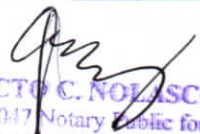
BEFORE ME, a Notary Public for and in the Province/City of CITY OF MANILA this JUN 13 2022 2022 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
ISIDRO S. LAPEÑA		
JACKSON A. ONG		

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 JUN 13 2022 day of JUN 13 2022 2022 at CITY OF MANILA

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PERFECTO C. NOLASCO
Com. No. 2020-047 Notary Public for Manila
Extended till June 30, 2022 as per
Resolutions Dec. 3, 2020 and June 22, 2021
PTR NO. 0138721 - 04/03/2022 - Manila
IBP NO. 165000 (2020) 10-07/2021 - Pasig City
Rm. 327 Downtown Center Building
516 Quintin Paredes Street, Binondo, Manila
IBP ROLL NO. 18343
MCLE COMP. NO. VI-0020548 - 3/18/2019