CONTRACT FOR THE PROCUREMENT OF LEARNING SYSTEMS FOR RTC-NCR Lot 20 - Science Lab Equipment

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 Hytec Power Inc. with business address at 2T. Cruz St. Cruzville Subdivision, Zabarte Road Barangay Kaligayahan, Novaliches, Quezon City (hereinafter called the "Supplier") of the other part;

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, particularly for the Lot 20 - Science Lab Equipment under the Procurement of Learning Systems for RTC - NCR and has accepted a Bid from the supplier in the sum of One Million Three Hundred Sixty Thousand One Hundred Pesos (₱1,360,100.00) (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");
 - Specifications (hereto attached as Annex "F");
 - Financial Bid Forms (hereto attached as Annex "G");
 - Supplemental/Bid Bulletin No. 1 (hereto attached as Annex "H");
 - B. Bid Submissions by the Supplier
 - Eligibility Documents (hereto attached as Annex "I");
 - Technical Documents (hereto attached as Annex "J");
 - Financial Documents (hereto attached as Annex "K");
 - C. Notice of Award (hereto attached as Annex "L"); and
 - D. Performance Security (hereto attached as Annex "M")
- 3. Location of the Contract and Completion of the Work:

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

Completion of the Works: Within One Hundred Eighty (90) Calendar Days upon receipt of Notice to Proceed (NTP)

- 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.
- 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.

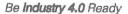
TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY	HYTEC POWER	, INC.
SEC. ISIDRO S LAPEÑA, PhD, CSEE Director General	ERIC Pre	SUDE S. SOLIMAN sident and CEO
SIGNED IN THE PRESENCE OF:		
DIR. DAVID B. BUNGALLON Director IV National Institute for Technical Education and Skills Development		AN R. MAMORANSING Zed Representative
ACKNOWLEDGEMENT		
REPUBLIC OF THE PHILIPPINES) PASIG CITY) S.S.		
BEFORE ME, a Notary Public for and in the Province/City of PASIG CITY this APR 2 6 2022 personally came and appeared:		
NAME	VALID ID NO.	ISSUED BY
TSIDRO S. LAPEÑA		100025 51
ERIC JUDE S. SOLIMAN		
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 PR 2 6 2027	of 2022 at	PASIG CITY
Doc. No. : 48/ Page No. : 98 Book No. : T Series of 2022		als/
	ARLEO ANTONIO R. MAGTIBAY JR. Appointment No. 177 (2019-2020)	

Notary Public for Pasig City, Pateros, and San Juan
Validity extended until 30 June 2022
Unit 424, Strata 100 Bldg.
F. Orfigas Jr. Road, Ortigas Center, Pasig City
Roll No. 61659
PTR No. 8000376; 01.05.22; Pasig City
IBP No. 196371; 01.05.22; RSM
MCLE Compliance No. VII-0003197; 04.14.25



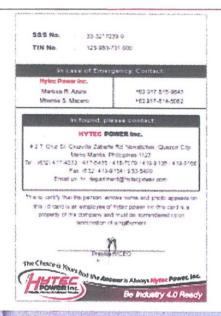


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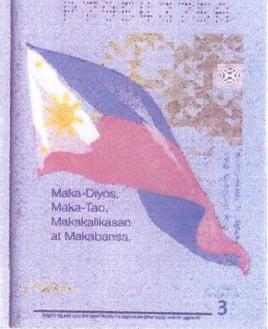












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RHESS

ID No. 94 17 40

Rhessan Jan R. Mamoransing

Technical Specialist Manager

♦ +63 977-219-0923 rhessanjan@hytecpower.com

The Choice is Yours but the Answer is Always Hytec Power Inc.

SSS No. : 34-6101271-5 TIN No. : 274-864-406-000

Home Add.: Blk17 Lot36 Philippians St. Sacred Heart Village Pasong Putik, Quezon City

In case of Emergency, Contact:

Precious M. Mamoransing

+63 917-4244-198

In found, please contact:

HYTEC POWER Inc.

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Tel.: (632) 417-4333 / 417-5435 / 418-7079 / 419-9138 / 419-9166

Fax: (632) 419-9154 / 930-5499 Email us: hr_department@hytecpower.com

This to certify that the person whose name and photo appears on this i.d card is an employee of hytec power inc this card is a property of the company and must be surrendered upon termination of employment

