

**CONTRACT FOR THE PROCUREMENT OF LEARNING SYSTEMS
FOR TESDA LEARNING CENTER 4.0 READY-REBIDDING
Lot 8-Industrial Process Control**

THIS CONTRACT made this _____ day of _____ 2024 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 **HEXATRONICS MARKETING** with business address at Unit 4, 3rd Floor The PRIME BUILDING McArthur Highway, Brgy. San Sebastian, Tarlac 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-Industrial Process Control** under the Procurement of Learning Systems for TESDA Learning Center 4.0 Ready-Rebidding and has accepted the bid of the Supplier in the sum of **Forty-Five Million Five Hundred Thousand Pesos (P45,500,000.00)** (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 Sheets (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 (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**");
 - B. Bid Submissions by the Supplier
 - Eligibility Documents (hereto attached as Annex "**K**");
 - Technical Documents (hereto attached as Annex "**L**");
 - Financial Documents (hereto attached as Annex "**M**");
 - C. Notice of Award (hereto attached as Annex "**N**");
 - D. Performance Security (hereto attached as Annex "**O**");
3. Delivery Period and Delivery Place:

Delivery Period: Within thirty (30) calendar days upon receipt of Notice to Proceed (NTP)

Delivery Place: Various TESDA Technology Institutions (TTIs) per Annex B and C 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 goods.

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.

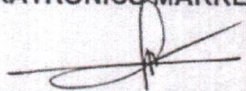
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**TECHNICAL EDUCATION AND
SKILLS DEVELOPMENT AUTHORITY**

HEXATRONICS MARKETING

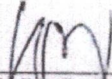


SUHARTO T. MANGUDADATU, Ph.D.
Secretary/Director General

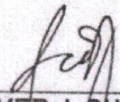


CYNDEE B. CANLAS
Owner/Sole Proprietor

SIGNED IN THE PRESENCE OF:



DIR. DAVID B. BUNGALLON
Director IV, NITESD



DENVER J. SUAREZ
Authorized Representative

ACKNOWLEDGEMENT

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

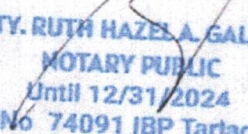
BEFORE ME, a Notary Public for and in the Province/City of TARLAC CITY this JAN 08 2024 2024 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
SUHARTO T. MANGUDADATU, Ph.D.		
CYNDEE B. CANLAS		

Known to me and known to be the same persons who executed the foregoing instrument which they acknowledge before me as their free and voluntary act and deed and that of the entities they represent.

WITNESS MY HAND AND SEAL this JAN 08 2024 day of JAN 2024 at TARLAC CITY

Doc. No. : 499
Page No. : 100
Book No. : I
Series of 2024


ATTY. RUTH HAZEL A. GALANG
NOTARY PUBLIC
Until 12/31/2024
Roll No 74091 IBP Tarlac City
PTR No 1952949, 01/03/2024 Tarlac
IBP No. 394650 01/03/2024
MCLE Compliance No VII-0019845 05/31/2022