

**CONTRACT FOR THE PROCUREMENT OF LEARNING SYSTEMS
FOR TESDA LEARNING CENTER 4.0 READY-REBIDDING
Lot 7-Smart Factory Simulator**

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 **HYTEC POWER INC.** with business address at 2 T. Cruz St. Cruzville Subd. Zabarte Road, 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 **Lot 7-Smart Factory Simulator** 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-Three Million Five Hundred Fifty Thousand Pesos (P43,550,000.00)** (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

HYTEC POWER INC.

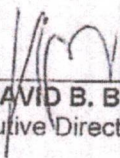


SUHARTO T. MANGUDADATU, Ph.D.
Secretary/Director General

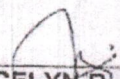


ERIC JUDE S. SOLIMAN
President and CEO

SIGNED IN THE PRESENCE OF:



DIR. DAVID B. BUNGALLON
Executive Director, NITESD



JOCELYN R. MANALASTAS
Corporate Secretary

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

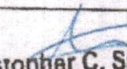
BEFORE ME, a Notary Public for and in the Province/City of _____ this Jan 8, 2024
2024 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
SUHARTO T. MANGUDADATU, Ph.D.		
ERIC JUDE S. SOLIMAN		

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 8 day of Jan 2024 at _____

Doc. No. : 150
Page No. : 81
Book No. : 2
Series of 2024


Christopher C. Sandico
Commission No. 29 (2023-2024)
Notary Public for Pasig, Pateros and San Juan
until December 31, 2024
#27 Duhat St. Valle Verde 1, Brgy. Ugong Pasig City
Roll No. 50321
PTR No. 8141299; 1-21-2022; Pasig City
IBP No. 5326 (Lifetime) Rizal