

**CONTRACT FOR THE PROCUREMENT OF LEARNING EQUIPMENT AND SYSTEMS FOR  
FY2023 REGIONAL TVET INNOVATION CENTERS (RTICs)  
Lot 5 – 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 No. 2T Cruz St., Cruzville Subd., Zabarte Road, Novaliches with contact details: training@hytecpower.com/ 632-4174333/ 4175435 (hereinafter called the "**Supplier**") of the other part;

**WHEREAS**, the Procuring Entity invited Bids for certain goods and ancillary services, particularly for **Lot 5 – SMART Factory Simulator** under the **Procurement of Learning Equipment and Systems for FY 2023 Regional TVET Innovation Centers (RTICs)** and has accepted a Bid from the supplier in the sum of **Forty-Six Million Five Hundred Thirty Thousand Pesos (P46,530,000.00)** (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 Nos. 1, 2, and 3 (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 **One Hundred Twenty (120) calendar days** upon receipt of Notice to Proceed (NTP)

**Delivery Place:** Various RTICs as indicated in the list of Delivery Addresses found in **Annex "B"** 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.

9

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 Revised Implementing Rules and Regulations of Republic Act 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 everyday 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.**

  
JOSE FRANCISCO "KIKO" B. BENITEZ  
Secretary/Director General

  
JOCELYN R. MANALASTAS  
Authorized Representative

SIGNED IN THE PRESENCE OF:

  
DAVID B. BUNGALLON  
Executive Director, NITESD

  
CHRISTINE JUN S. MALANA

**ACKNOWLEDGEMENT**

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


BEFORE ME, a Notary Public for and in the Province/City of PASIG CITY this DEC 16 2024 2024 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
JOSE FRANCISCO "KIKO" B. BENITEZ		
JOCELYN R. MANALASTAS	P1006992C	DEA MALOLOG

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 and that of the entities they represent.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of DEC 16 2024 at PASIG CITY.

Doc. No. : 75  
Page No. : \_\_\_\_\_  
Book No. : 34  
Series of 2024

  
JAUDEN A. BARBOZA, JR.  
NOTARY PUBLIC  
Cities of Pasig, San Juan and  
in the Municipality of Pateros, Metro Manila  
Until December 31, 2024  
PTR No. 0112601 / 01/02/2024 Pasig City  
BP No. 326534 / 12/11/2023 For Year 2024/RS:  
Roll No. 41969  
MCLE Comp. VII-0028557/April 19, 2023  
No. 11, Unit J Freemont Arcade Bldg.  
Shaw Blvd. Brgy. San Antonio, Pasig City  
Appointment: 12/11/2023-2024