

**CONTRACT FOR THE PROCUREMENT OF THE DEVELOPMENT, SUPPLY,
DELIVERY, CONFIGURATION OF AND TRAINING ON WEB-BASED AI-
POWERED COURSE BUILDER FOR PHILIPPINE TVET**

JUN 11 2025

THIS **CONTRACT** made this _____ day of _____ 2025 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 **ADVANCED DATA INNOVATION, INC.** with business address at 15F NAC Tower, 32nd Street Bonifacio Global City, Taguig City with **JACKIELYN BUENVIAJE: jackielyn.buenviaje@aboitiz.com/9255190408** (hereinafter called the "**Supplier**") of the other part;

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, particularly the Development, Supply, Delivery, Configuration of and Training on Web-Based AI-Powered Course Builder for Philippine TVET and has accepted a Bid from the supplier in the sum of **Thirty-Nine Million Nine Hundred Ninety-Five Thousand Three Hundred Four Pesos and 89/100 (P39,995,304.89)** (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 (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"**);
- Supplemental Bid Bulletin No. 3 (hereto attached as **Annex "K"**);

B. Bid Submissions by the Supplier

- Eligibility Documents (hereto attached as **Annex "L"**);
- Technical Documents (hereto attached as **Annex "M"**);
- Financial Documents (hereto attached as **Annex "N"**);

C. Notice of Award (hereto attached as **Annex "O"**);

D. Performance Security (hereto attached as **Annex "P"**);

3. Delivery Period and Delivery Place:

Delivery Period: The start date begins upon receipt of Notice to Proceed (NTP) for ten (10) months as stipulated in Annex F.

Delivery Place: TESDA Central Office, 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** as stipulated in Annex E is as follows:

Project Phase	Timeline	Payment (%)
Phase 1: Project Planning	Month 1	15%
Phase 2: System Development of Priority Use Cases	Month 3	20%
	Month 6	20%
Phase 3: System Development of Next Batch of Use Cases	Month 8	30%
	Month 11	10%
Phase 4: Training and Final Documentation	Month 12	5%

NOTE:

The retention fee of 10% shall be deducted, calculated based on the total payment for each phase and will be released after the successful completion of the project and final acceptance (Section 62 of the Republic Act No. 9184).

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.

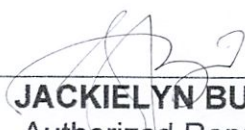
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**TECHNICAL EDUCATION AND
SKILLS DEVELOPMENT AUTHORITY**




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

ADVANCED DATA INNOVATION, INC.



JACKIELYN BUENVIAJE
Authorized Representative

SIGNED IN THE PRESENCE OF:



EL CID H. CASTILLO
Executive Director
Qualifications and Standards Office

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the Province/City of TAGUIG CITY this
_____ 2025 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
JOSE FRANCISCO "KIKO" B. BENITEZ		
JACKIELYN BUENVIAJE		

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.

JUN 11 2025

WITNESS MY HAND AND SEAL this _____ day of _____ 2025 at
TAGUIG CITY.

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Series of 2025

ATTY. RACHEL GINAYAN 
NOTARY PUBLIC UNTIL Dec. 31, 2025 / TAGUIG CITY
Not. Com. Appt. No. 29 (2024-2025)
2/F, Pacura Bldg. 427 MLQ. St. Lower Bicutan, Taguig City
PTR No. A-6396574/1-6-2025, Taguig City
IBP O.R. No. 483475 -12/15/2025, RSM
MCLE Comp. No. VIII-0027942 / Valid until April 14-2026
Roll No. 61627