

**CONTRACT FOR THE PROCUREMENT OF STARTER TOOLKITS FOR THE IMPLEMENTATION  
OF FY 2021 SPECIAL TRAINING FOR EMPLOYMENT PROGRAM (STEP) –  
METALS AND ENGINEERING SECTOR  
Lot 1 - Shielded Metal Arc Welding (SMAW) NC I**

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 **NIKKA TRADING** with business address at Unit 1014 Cityland Herrera, Tower, 98 V.A. Rufino St. Corner Valero St., Salcedo Village Brgy Belair, Makati City (hereinafter called the "**Supplier**") of the other part;

**WHEREAS**, the Procuring Entity invited Bids for certain goods and ancillary services, particularly for **Lot 1 – Shielded Metal Arc Welding (SMAW) NC I** under the Procurement of Starter Toolkits for the Implementation of FY 2021 STEP – Metals and Engineering Sector and has accepted a Bid from the supplier in the sum of **Forty Million Eight Hundred Sixty-Eight Thousand Six Hundred Ninety Pesos and 02/100 (₱40,868,690.02)** (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 No. 1 (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 **ninety (90) calendar days** upon receipt of Notice to Proceed (NTP)

**Delivery Place:** Various TESDA Regional Offices per Annex A 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 toolkits.
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 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**

**NIKKA TRADING**

  
\_\_\_\_\_  
**SEC. ISIDRO S. LAPENA, PhD, CSEE**  
Director General

  
\_\_\_\_\_  
**ANDRONICA T. ROMA**  
Proprietress

**SIGNED IN THE PRESENCE OF:**

  
\_\_\_\_\_  
**DIR. ANGELINA M. CARREON**  
Director-in-Charge  
Regional Operations Management Office

  
\_\_\_\_\_  
**JONATHAN R. ZULUETA**  
Authorized Representative

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_) S.S.  
**MAKATI CITY**

**MAKATI CITY**

BEFORE ME, a Notary Public for and in the Province/City of \_\_\_\_\_ this **FEB 18 2022**  
2022 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
<b>ISIDRO S. LAPENA</b>		
<b>ANDRONICA T. ROMA</b>		

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 \_\_\_\_\_ day of \_\_\_\_\_ 2022 at **MAKATI CITY**.

Doc. No. : 44  
Page No. : 10  
Book No. : 8  
Series of 2022



**ATTY. SHERLUCK JUN C. VILLEGAS**  
Notary Public for Makati City  
Appt. No. M-260 until Dec. 31, 2022  
Unit 3C LTA Building, 118 Perea St.  
Legaspi Village, Makati City  
Roll No. 70942  
IBP No. 158267 / 05-03-2021 Pasig City  
PTR No. 8652016 / 01-03-2022 / Makati City  
MULE Compliance No. VI-0028223/August 13, 2019