

**CONTRACT FOR THE SUPPLY AND DELIVERY OF ONE (1) UNIT PASSENGER VAN AND SIXTEEN (16) UNITS PICKUP TRUCKS FOR THE TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA)–REBIDDING**

**Lot 1 – Passenger Van**

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 **NISSAN COMMONWEALTH, INC.** with business address at 41 Commonwealth Ave. Barangay Holy Spirit 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 1 – Passenger Van** under the Supply and Delivery of one (1) unit Passenger Van and sixteen (16) units pickup trucks for the Technical Education and Skills Development Authority (TESDA)–Rebidding and has accepted a Bid from the supplier in the sum of **Two Million Sixty-Eight Thousand Eight Hundred Eighty-Eight Pesos (₱2,068,888.00)** (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 (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:** Technical Education and Skills Development Authority 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** shall only be made upon full delivery and final acceptance.
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**

**NISSAN COMMONWEALTH, INC.**

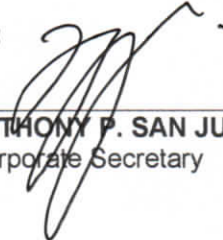



**DANILO P. CRUZ**  
Director General

**SHERILL C. MERDIGIA**  
Authorized Representative



**SIGNED IN THE PRESENCE OF:**



**DIR. IMELDA T. ONG**  
Officer-In-Charge  
Administrative Service

**LEO ANTHONY P. SAN JUAN**  
Corporate Secretary

**ACKNOWLEDGEMENT**

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

BEFORE ME, a Notary Public for and in the Province/City of QUEZON CITY this DEC 13 2022 2022 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
DANILO P. CRUZ		
SHERILL C. MERDIGIA	LICENCE - N01-10-003 887	LTD-Cubao, Q-C

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 DEC 13 2022 day of QUEZON CITY 2022 at QUEZON CITY

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Page No. : 51  
Book No. : CXXXVIII  
Series of 2022

**Godfrey W. Camaligan**  
Notary Public for Quezon City  
Valid until December 31 2023  
IBP No 171100, 21 December 2021 Pasig City  
PTR No 8131692; 6 January 2022, Pasig City  
Adm Matter No. NP-068 (2022-2023)  
Roll No 46083/TIN-214-859-946  
MCLE Comp. No. VI-0020603; March 2022  
Lot 8 Blk Hito Street, Silvina Subdivision,  
Brgy Talipapa, Novaliches, Quezon City