

**CONTRACT FOR THE PROCUREMENT OF STARTER TOOLKITS FOR THE IMPLEMENTATION
OF FY 2023 SPECIAL TRAINING FOR EMPLOYMENT PROGRAM (STEP) –
CONTINUING APPROPRIATIONS
Lot 7 – Organic Agriculture Production NC II Produce Organic Concoctions and Extracts**

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 **NIKKA TRADING** with business address at Unit 1014 Cityland Herrera Tower, V.A. Rufino St. Salcedo Village, 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 7 – Organic Agriculture Production NC II Produce Organic Concoctions and Extracts** under the Procurement of Starter Toolkits for the Implementation of FY 2023 Special Training for Employment Program (STEP) – Continuing Appropriations and has accepted a Bid from the supplier in the sum of **One Million Thirty-Nine Thousand Eight Hundred Thirty-One Pesos and 17/100 (₱1,039,831.17)** (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 Requirements 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 designated warehouses of the TESDA Provincial Offices as well as per the distribution list attached as Annex C and Annex D 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 2016 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

NIKKA TRADING


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


ANDRONICA T. ROMA
 Proprietress

SIGNED IN THE PRESENCE OF:


ROSALINA S. CONSTANTINO
 Executive Director
 Regional Operations Management Office

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
 _____) S.S.
CITY OF MAKATI

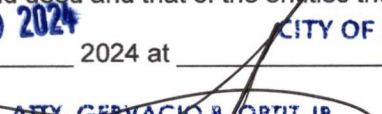
BEFORE ME, a Notary Public for and in the Province/City of CITY OF MAKATI this JUL 29 2024 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
SUHARTO T. MANGUDADATU, Ph.D.		
ANDRONICA T. ROMA	0111-9858047-3	

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 JUL 29 2024 day of _____ 2024 at CITY OF MAKATI

Doc. No. : 457
 Page No. : 72
 Book No. : Xxvii
 Series of 2024


ATTY. GERVACIO B. ORTIZ JR.
 Notary Public City of Makati
 Until December 31, 2024
 IBP No. 05729 - Lifetime Member
 MCLE Compliance No. VII-0022734
 valid until April 14, 2025
 Appointment No. M-39 (2023-2024)
 PTR No. 10073909 Jan. 2, 2024 / Makati
 Makati City Roll No. 40091
 101 Urban Ave. Campos Rueda Bldg.
 Brgy. Pio Del Pilar, Makati City