

**CONTRACT FOR THE SUPPLY AND DELIVERY OF FOUR (4) UNITS UTILITY/COMMERCIAL VAN AND FIVE (5) UNITS PICKUP TRUCKS FOR TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA) - REBIDDING**

**Lot 1 - Utility/Commercial Van**

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 **GLOBAL EXCELLENCE MOTORS, INC.** with business address at Blk. 15 FGC Bldg, Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila with **JONNAH MARIE M. AMORES: jamores@autohubgroup.com jarsenio@autohubgroup.com / 09178228267** (hereinafter called the "**Supplier**") of the other part;

**WHEREAS**, the Procuring Entity invited Bids for certain goods and ancillary services, particularly for **Lot 1 – Utility/Commercial Van** under the Supply and Delivery of Four (4) Units Utility/Commercial Van and Five (5) Units Pickup Trucks for Technical Education and Skills Development Authority (TESDA) - Rebidding and has accepted a Bid from the supplier in the sum of **Four Million Three Hundred Sixty Thousand Pesos (P4,360,000.00)** (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 (hereto attached as **Annex "F"**);
- Technical Specifications (hereto attached as **Annex "G"**);
- Technical Bid Forms (hereto attached as **Annex "H"**);
- Financial Bid Forms (hereto attached as **Annex "I"**);
- Supplemental Bid Bulletin No. 1 (hereto attached as **Annex "J"**);
- Supplemental Bid Bulletin No. 2 (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:** Within **ninety (90) calendar days** upon receipt of Notice to Proceed (NTP)

**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** 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 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**

**GLOBAL EXCELLENCE MOTORS, INC.**

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

  
JONNAH MARIE M. AMORES  
Authorized Representative

SIGNED IN THE PRESENCE OF:

  
JULIET OMALZA-OROZCO  
Director IV, Administrative Service

  
CHRISTINE P. CHUA  
Corporate Secretary

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.


BEFORE ME, a Notary Public for and in the Province/City of QUEZON CITY this 10 MAR 2025 2025 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
JOSE FRANCISCO "KIKO" B. BENITEZ		
JONNAH MARIE M. AMORES		

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.

WITNESS MY HAND AND SEAL this 10 MAR 2025 day of 2025 at QUEZON CITY.

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Series of 2025

  
**ATTY. WILLIAM M. AY-AY, CPA**  
Attorney-at-Law/Notary Public  
Roll No. 84630  
PTR No. 7010-07/G1-02-2025/Quezon City  
IBP No. 482121/12-10-2024-2025/Quezon City  
MCLE Compliance VIII until April 2025/Admitted 2023  
Admin Matter No. NP-197/2025-2026