

**CONTRACT FOR THE PROCUREMENT OF STARTER TOOLKITS FOR THE IMPLEMENTATION
OF FY 2023 SPECIAL TRAINING FOR EMPLOYMENT PROGRAM (STEP) CONTINUING
APPROPRIATIONS (LOTS 2, 4, 5, 6, 8, 10, 26, 27, 28) - REBIDDING**

Lot 26 - Shielded Metal Arc Welding (SMAW) NC I

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 **NIKKA TRADING** with business address at Unit 1014 Cityland Herrera Tower, V.A. Rufino St. Salcedo Village, Makati City with contact details: nikkatrading@yahoo.com / (632) 8894-32-40 / (632) 8840-27-90 / (63) 9192052123 (hereinafter called the "**Supplier**") of the other part;

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, particularly for Lot 26 - Shielded Metal Arc Welding (SMAW) NC I under the the Procurement of Starter Toolkits for the Implementation of FY 2023 Special Training for Employment Program (STEP) - Continuing Appropriations (Lots 2, 4, 5, 6, 8, 10, 26, 27, 28) - Rebidding and has accepted a Bid from the supplier in the sum of **Five Million Four Hundred Twenty-One Thousand Four Hundred Twenty-Three Pesos and 45/100 (P5,421,423.45)** (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: Various designated warehouses of the TESDA Provincial Offices as well as per the distribution list attached as per Annex C and 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 (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

NIKKA TRADING


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


ANDRONICA T. ROMA
 Proprietress

SIGNED IN THE PRESENCE OF:


ROSALINA S. CONSTANTINO
 Executive Director


JONATHAN R. ZULUETA
 Authorized Representative

Regional Operations Management Office

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the Province/City of CITY OF MAKATI this JAN 03 2025 2025 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
JOSE FRANCISCO "KIKO" B. BENITEZ		
ANDRONICA T. ROMA		

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 JAN 03 2025 day of CITY OF MAKATI 2025 at _____.

Doc. No. : 8A
 Page No. : 19
 Book No. : I
 Series of 2025


ATTY. GERVALDIO B. ORTIZ JR.
 Notary Public City of Makati
 Until December 31, 2026
 IBP No. 05729-Lifetime Member
 MCLE Compliance No. VII-0022734
 valid until April 14, 2025
 Appointment No. M-007 (2025-2026)
 PTR No. 10466005/Jan. 2, 2025/Makati
 Makati City Roll No. 40091
 101 Urban Ave. Campos Rueda Bldg.
 Brgy. Pio Del Pilar, Makati City