



Republic of the Philippines
Supreme Court
Manila

SC-BAC-GS CONTRACT NO. 2019 - 08

**CONTRACT FOR THE SUPPLY AND DELIVERY OF
VEHICLES FOR THE USE OF VARIOUS OFFICES
UNDER THE OFFICE OF THE COURT
ADMINISTRATOR - LOT 2: THREE (3) UNITS OF
PASSENGER VAN**

KNOW ALL MEN BY THESE PRESENTS:

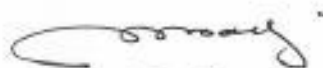
This agreement entered into and executed this 5th day of August 2019
in the City of Manila by and between:

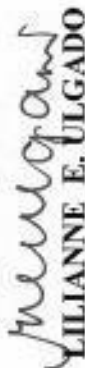
The **SUPREME COURT OF THE PHILIPPINES**, a government agency of the Republic of the Philippines, with principal office at Padre Faura Street, Ermita, Manila represented herein by **ATTY. EDGAR O. ARICHETA**, in his capacity as the Clerk of Court of the Supreme Court of the Philippines, hereinafter referred to as the "**COURT**"

-and-

NISSAN COMMONWEALTH, INC., a business firm organized and existing in accordance with Philippine laws, with principal business address at 41 Commonwealth Avenue, Barangay Holy Spirit, Quezon City, and represented by **MR. HUBERT L. YAP**, in his capacity as the Group Sales Manager of **NISSAN COMMONWEALTH, INC.**, hereinafter referred to as the "**SUPPLIER**".

WHEREAS, the Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) published on March 25, 2019 an Invitation to Bid for the *Procurement of Vehicles for the Use of Various Offices under the Office of the Court Administrator - Lot 2: Three (3) Units of Passenger Van*. The Invitation to Bid was posted on the PhilGEPS, the Supreme Court Website, and the Supreme Court Bulletin Boards within the **COURT'S** premises;


7 Aug. 2019


LILLIANNE E. ULGADO

Witness (Supreme Court)


EDGAR O. ARICHETA

Supreme Court


ROMEL N. MALINA

Witness (Nissan Commonwealth, Inc.)


HUBERT L. YAP

Nissan Commonwealth, Inc.



WHEREAS, the **SUPPLIER** won in the public bidding conducted by the **COURT** on April 15 2019 and was recommended by the SC-BAC-GS, in its Memorandum dated May 28, 2019, to be awarded the contract for the supply and delivery of *Vehicles for the Use of Various Offices under the Office of the Court Administrator - Lot 1: Six (6) Units of Crossover/Sports Utility Vehicle*, which recommendation was approved by the Court *En Banc* through its Resolution dated June 25, 2019 in A.M. No. 18-11-04-SC (*Re: Procurement of Vehicles for the Use of Various Offices under the Office of the Court Administrator*);

NOW THEREFORE, for and in consideration of the foregoing premises and the stipulations set forth, the **COURT** and the **SUPPLIER** hereby agree on the following:

ARTICLE I CONTRACT DOCUMENTS

1.1 OFFICIAL BID DOCUMENTS. The **SUPPLIER** shall perform its contractual obligation in accordance with the following Official Bid Documents which are made integral parts of this Contract:

- 1.1.1 Proposal and Price Schedule submitted by the **SUPPLIER**;
- 1.1.2 Schedule of Requirements;
- 1.1.3 Technical Specifications;
- 1.1.4 Terms of Reference (TOR);
- 1.1.5 General and Special Conditions of the Contract;
- 1.1.6 Supplemental Bid Bulletins, if any;
- 1.1.7 Notification of Award.

1.2 COMPLEMENTARY NATURE. This Contract and the Official Bid Documents shall be complementary with each other, and what one prescribes shall be prescribed by all. In case of discrepancy between this Contract and the Official Bid Documents, the Official Bid Documents shall prevail.

1.3 INCIDENTAL ITEMS. This contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein.

ARTICLE II EFFECTIVITY AND TERM OF SERVICE

2.1 EFFECTIVITY DATE. This Contract shall take effect upon receipt by the **SUPPLIER** of the Notice to Proceed or the effectivity date stated therein, whichever comes later. Performance of all obligations shall be reckoned from the effectivity date of the Contract.


MILIANNE E. ULGADO

Witness (Supreme Court)


EDGAR O. ARICHETA

Supreme Court


ROMEO N. MADARI

Witness (Nissan Commonwealth, Inc.)


HUBERT L. YAP

Nissan Commonwealth, Inc.



Lilianne E. Ulgado
LILIANNE E. ULGADO

Witness (Supreme Court)

- 2.2 **DELIVERY DATE.** Complete supply and delivery of the vehicles to the Supreme Court within sixty (60) calendar days from receipt of the Purchase Order.
- 2.3 **CONTRACT PRICE.** For and in consideration of the full and satisfactory delivery of the goods by the **SUPPLIER** and the acceptance thereof by the **COURT**, the **COURT** shall pay the agreed contract price of **Six Million Three Hundred Fifty-Four Thousand Pesos (P6,354,000.00)**, inclusive of Value Added Tax (VAT).

**ARTICLE III
REPRESENTATIONS/WARRANTIES**

Edgar O. Aricheta
EDGAR O. ARICHETA

Supreme Court

- 3.1 **PERFORMANCE WARRANTY.** The **SUPPLIER** represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this Contract and the Official Bid Documents and hereby agrees and warrants that it shall faithfully observe and comply therewith.
- 3.2 **PRODUCT AND SERVICE WARRANTY.** The **SUPPLIER** agrees to guarantee the goods against manufacturing defects for a period of three (3) years or 100,000 kms. whichever comes first from the date of issuance of the Certificate of Final Acceptance. In case of any defect discovered or found within this period, the **SUPPLIER** shall make the necessary replacement or repairs at no expense to the **COURT**.

Romeo N. Mabasa
ROMEO N. MABASA

Witness (Nissan Commonwealth, Inc.)

- 3.3 **WARRANTY SECURITY.** After acceptance by the **COURT** of the goods, a warranty security shall be required from the **SUPPLIER** in the form of (1) retention money in the amount equivalent to one percent (1%) of every progress payment; or (2) a special bank guarantee equivalent to one percent (1%) of the total contract price which shall be valid for the entire period of the warranty from the date of acceptance. The warranty security shall answer for any loss, damage, injury or expense which may be incurred as a result of any defect in the goods. The said amount shall only be released after the lapse of the warranty period.


**ARTICLE IV
PERFORMANCE SECURITY**

Hubert L. Yap
HUBERT L. YAP

Nissan Commonwealth, Inc.

- 4.1 **AMOUNT AND FORM.** The **SUPPLIER** shall, within ten (10) calendar days from receipt of Notice of Award, post a performance security as a condition precedent to the signing of this Contract to guarantee and secure the timely and complete performance of its commitment under this Contract and the Official Bid Documents. The performance security shall either be (1) in cash or cashier's/manager's check issued by a Universal or Commercial Bank equivalent to five percent (5%) of the total contract price; or (2) bank draft/ guarantee or




MILLIANNE E. ULGADO

Witness (Supreme Court)

irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank, equivalent to five percent (5%) of the total contract price; or (3) a surety bond equivalent to thirty percent (30%) of the total contract price, callable on demand and issued by the GSIS or any of the bonding companies duly accredited by the Supreme Court.

4.2 **DISCHARGE OF THE SECURITY.** The performance security shall be released to the **SUPPLIER** upon the issuance of the Certificate of Final Acceptance by the **COURT**; Provided, however, that the performance security was not forfeited as a result of the delay or default in the performance of the obligations of the **SUPPLIER**.

4.3 **FORFEITURE.** The failure of the **SUPPLIER** to comply with any of the requirements or undertakings hereof shall constitute sufficient ground for the forfeiture of its performance security.

**ARTICLE V
TERMINATION OF CONTRACT**

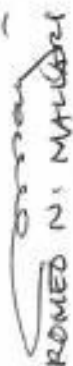
5.1 **TERMINATION FOR DEFAULT.** The **COURT** shall have the right to pre-terminate this Contract in whole or in part for default of the **SUPPLIER** or breach or violation of the terms and conditions of this Contract for just cause to determined by the **COURT**, which determination shall be final and binding to the **SUPPLIER**.

5.2 **TERMINATION FOR UNLAWFUL ACTS.** The **COURT** shall have the right to terminate this Contract, which termination shall take effect immediately upon receipt of the Notice of Termination, in case it is determined *prima facie* that the **SUPPLIER** has engaged, before or during the implementation of this Contract, in unlawful deeds and behavior relative to the acquisition and implementation thereof.

5.3 **COMPLETED DELIVERY.** In the event of pre-termination or termination of this Contract by the **COURT**, the **COURT** shall pay the **SUPPLIER** for the Project delivered up to the date of pre-termination or termination unless such pre-termination was due to the acts or omissions of the **SUPPLIER** or breach of this Contract and the Official Bid Documents by the **SUPPLIER**.


EDGAR O. ARICHETA

Supreme Court


ROMEO N. MABILOG

Witness (Nissan Commonwealth, Inc.)


HUBERT L. YAP

Nissan Commonwealth, Inc.



5.4 **REMEDIAL RIGHTS.** Any pre-termination or termination of this Contract shall be without prejudice to any other rights or remedies a party may be entitled to under this Contract and the Official Bid Documents, or under any law, and shall neither affect any accrual of rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after pre-termination or termination.

**ARTICLE VI
VENUE OF ACTIONS**

6.1 Any dispute arising from this Contract which cannot be resolved amicably by the contracting parties *shall be tried* in the proper court of the **City of Manila only**, to the exclusion of all other venues.

IN WITNESS WHEREOF, the parties have signed this agreement on the date and place first above-stated.

**SUPREME COURT OF THE
PHILIPPINES
(COURT)**

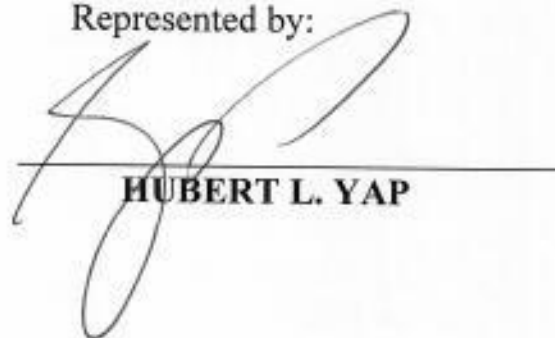
**NISSAN COMMONWEALTH,
INC.
(SUPPLIER)**

Represented by:

Represented by:

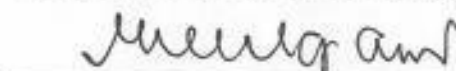


EDGAR O. ARICHETA




HUBERT L. YAP

SIGNED IN THE PRESENCE OF:



LILIANNE E. ULGADO



ROMEO N. MALLARI
(Witness of Nissan Commonwealth, Inc.)





ACKNOWLEDGMENT

Republic of the Philippines)
City of Manila) S.S.

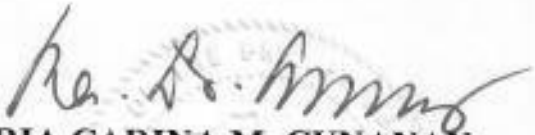
BEFORE ME personally appeared:

- 1) **ATTY. EDGAR O. ARICHETA** with Supreme Court Identification Card No. 08246000; and
- 2) **MR. HUBERT L. YAP** with Identification Card No. _____;

known to me to be the same persons who executed the foregoing Contract for the *Supply and Delivery of Vehicles for the Use of Various Offices under the Office of the Court Administrator - Lot 2: Three (3) Units of Passenger Van* and they acknowledged to me that the same is their free and voluntary act and deed.

I certify that the foregoing instrument, consisting of six (6) pages, including this page where the acknowledgment is written, was duly signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this 5th day of August, 2019 at the City of Manila, Philippines.


MARIA CARINA M. CUNANAN
 Deputy Clerk of Court
 and Chief Administrative Officer
 Supreme Court


LILLIANNE E. ULGADO


Witness (Supreme Court)


EDGAR O. ARICHETA

Supreme Court


ROMEO D. MALORA

Witness (Nissan Commonweath, Inc.)


HUBERT L. YAP

Nissan Commonweath, Inc.