

# MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made and entered into this 22<sup>nd</sup> day of December 2015 by and between:

The **TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA)** a national government agency created and existing under and by virtue of Republic Act No. 7796, with principal address at TESDA Complex, East Service Road, South Luzon Expressway, Taguig City, Metro Manila, Philippines, represented herein by its **Director General, SEC. IRENE M. ISAAC**, and hereinafter referred to as the "**FIRST PARTY**";

- and -

**DOMINION INTERTRADE CORPORATION**, a private business entity, registered under the laws of the Republic of the Philippines with business address at 735 Ricafort Street, Brgy. 56 Zone 5, Tondo, Manila herein represented by its President, **MR. JOHANN CHENG SIM** and hereinafter referred to as the "**SECOND PARTY**".

- WITNESSETH -

**WHEREAS**, the **FIRST PARTY** through its Bids and Awards Committee (BAC) issued and posted an Invitation to Apply for Eligibility and to Bid (IAEB) in the Philippine Star and in the Philippine Government Electronic Procurement System (PhilGEPS) on 16 October 2015 in compliance with Section 21 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act, for the procurement of starter toolkits for the Special Training for Employment Program (STEP) for FY 2015;

**WHEREAS**, during the bid opening, the **SECOND PARTY** was one of the three (3) bidders that was declared eligible since it was able to comply with the eligibility requirements as prescribed by Sections 23 and 25 of the Revised Implementing Rules and Regulations of Republic Act No. 9184;

**WHEREAS**, the bids of the **SECOND PARTY** for the following lots/qualifications have satisfactorily passed the legal, financial and technical requirements set forth by Republic Act No. 9184 and the bidding documents:

LOT NO.	QUALIFICATIONS	AMOUNT OF BID
XXX	Dressmaking NC II	Php8,907,124.00
XXXI	Tailoring NC II	Php1,758,488.00
XXXII	Hilot (Wellness Massage) NC II	Php11,034,615.00
XXXIII	Perform Body Massage (Leading to Beauty Care NC II)	Php2,092,963.50
XXXIV	Perform Body Scrub (Leading to Beauty Care NC II)	Php706,530.00
XXXV	Perform Facial Make-Up (Leading to Beauty Care NC II)	Php1,761,403.50
XXXVI	Perform Facial Treatment (Leading to Beauty Care NC II)	Php758,682.00
XXXVIII	Perform Bleaching/Coloring (Leading to Hairdressing NC II)	Php524,538.00

*[Handwritten signature]*

**WHEREAS**, after post-qualification prescribed by Section 34 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, the bids offered by the **SECOND PARTY** on the abovementioned lots/qualifications had been found to be the Lowest Calculated Responsive Bids;

**WHEREAS**, the recommendation to award the contract on a per lot basis in favor of the **SECOND PARTY** pertaining to the abovementioned lots/qualifications through BAC Resolution No. 15-2015 issued on 03 December 2015 had been elevated by the Director General to the TESDA Board for approval;

**WHEREAS**, the TESDA Board approved the award of contract to Dominion Intertrade Corporation in the total amount of **Twenty Seven Million Five Hundred Forty Four Thousand Three Hundred Forty Four Pesos (Php27,544,344.00)** through Board Resolution No. 2015-13 dated 16 December 2015 for the following lots/qualifications, as follows:

LOT NO.	QUALIFICATIONS	AMOUNT OF BID
XXX	Dressmaking NC II	Php8,907,124.00
XXXI	Tailoring NC II	Php1,758,488.00
XXXII	Hilot (Wellness Massage) NC II	Php11,034,615.00
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XXXVIII	Perform Bleaching/Coloring (Leading to Hairdressing NC II)	Php524,538.00

**NOW, THEREFORE**, for and in consideration of the foregoing, this Agreement is entered into by and between the **FIRST PARTY** and the **SECOND PARTY** with the following covenants, to wit:

**GENERAL PROVISIONS:**

1. The **SECOND PARTY** shall supply and deliver the items prescribed in the bidding documents and verified through actual inspection by the Technical Evaluation Group (TEG) within ninety (90) calendar days from receipt by the **SECOND PARTY** of the Notice to Proceed;
2. The **FIRST PARTY** shall pay by lot/qualification as the public bidding was done by lot/qualification. However, payment shall only be made after delivery of all the items prescribed in the bidding documents per lot/qualification and acceptance by the **FIRST PARTY** are completed. Since the goods will be delivered to TESDA Regional Offices prescribed in the bidding documents, a team shall be created by the **FIRST PARTY** to look into the delivery of goods by the **SECOND PARTY**. A Certificate of Acceptance as to the completeness of the delivery and compliance with the requirements prescribed by the **FIRST PARTY** shall be issued by the team and must be duly approved by the Regional Director concerned of TESDA before any payment is made in favor of the **SECOND PARTY**. At any rate, payment shall be made in accordance with the government accounting and auditing rules and regulations;

*Ysmael Castillo*  
  


*AWA*

3. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - (a) Bidding Documents of the **SECOND PARTY**;
  - (b) BAC Resolution No. 15-2015 dated 03 December 2015;
  - (c) TESDA Board Resolution No. 2015-13 dated 16 December 2015;
  - (d) Notice of Award;
  - (e) Performance Security;
  - (f) Notice to Proceed;
  - (g) Bid Bulletin No. 01 dated 26 October 2015; and
  - (h) Bid Bulletin No. 02 dated 02 November 2015.
  
4. To guarantee the faithful performance by the **SECOND PARTY** of its obligations, a performance security should have been posted prior to the signing of the contract pursuant to Section 39 of the Revised Implementing Rules and Regulations of Republic Act No. 9184. The performance security shall remain valid until the issuance by the **FIRST PARTY** of the Certificate of Acceptance. The performance security should be posted in favor of the **FIRST PARTY** and shall be forfeited in the event it is established that the **SECOND PARTY** is in default in any of its obligations under the contract.
  
5. The goods subject of the delivery shall be covered by the provisions of Section 62 of the Revised Implementing Rules and Regulations of Republic Act No. 9184 on warranty. The **SECOND PARTY** hereby warrants that the tools and equipment subject of this Agreement are free from material defects or faulty workmanship under normal use and operation for a period covered by the law. Warranty shall be for one (1) year after acceptance by the procuring entity of the non-expendable goods. In case of expendable goods, the warranty shall be valid for three (3) months after acceptance by the procuring entity of the expendable goods.

The obligation for the warranty shall be covered by either retention money or a special bank guarantee equivalent to at least ten percent (10%) of the total contract price.

Any goods found to be defective which is not due to the normal wear and tear or improper use of the **FIRST PARTY** during warranty period shall be repaired or replaced immediately for free by the **SECOND PARTY**.
  
6. 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 the one percent (0.1%) 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 contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.
  
7. Cost of applicable taxes, deployment and insurance of goods shall be shouldered by the **SECOND PARTY**.

*John Casilla*

*AWA*

8. The obligations and rights arising from this Agreement shall not be assigned and transferred by the **SECOND PARTY** to any third party without the written consent of the **FIRST PARTY**.

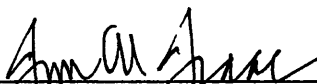
9. If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with the implementation of this contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.


Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". Any cost arising from the arbitration shall be charged against the **SECOND PARTY**.

**IN WITNESS** whereof, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year indicated above.

**TECHNICAL EDUCATION AND SKILLS  
DEVELOPMENT AUTHORITY**

**DOMINION INTERTRADE  
CORPORATION**

  
\_\_\_\_\_  
**SEC. IRENE M. ISAAC**  
Director General 1

  
\_\_\_\_\_  
**JOHANN CHENG SIM**  
President

**SIGNED IN THE PRESENCE OF:**

  
\_\_\_\_\_  
**MARISSA G. LEGASPI**  
Executive Director  
TWSP-PMO

  
\_\_\_\_\_  
**JANICE R. CASTILLO**  
Account Executive

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
MANILA) S.S.

BEFORE ME, a Notary Public for and in the Province/City of  
MANILA this DEC 29 2015 2015 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
IRENE M. ISAAC		
JOHANN CHENG SIM		

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 29 2015 day of 29 2015 at  
MANILA

Doc. No. 147  
Page No. 20  
Book No. XXXII  
Series of 2015

**ATTY. JOSELYN BONNIE V. VALEROS**  
NOTARY PUBLIC, ROLL NO. 54515  
PTR No. 3827659 Until 12-31-15 Manila  
IBP Life No. 723963 issued on: Aug. 21, 2007  
Commission No. 2014-022 Until 12-31-15  
Office Add: Imperial Bayfront Tower, 1642 A. Mabini, Manila  
MCLE NO. IV-0017429 ISSUED ON APRIL 18, 2013  
TIN No.: 215-945-713-000

*Gram-Castillo*  




**DEPARTMENT AUTHORITY**

*Irene M. Isaac*

SIGNATURE

**IRENE M. ISAAC**  
Secretary / Director-General

(NAME / DESIGNATION)

**1998-1570**

EMPLOYEE CODE

TESDA Complex, East Service Road, South Superhighway,  
Taguig City

**Home Address**

Block 56 Lot 13 Soldier Hills Putata  
Muntinlupa City

Residence Tel. No. 892-6918

Mobile No. (0917) 501-1212

Blood Type : O

Birth Date : 05/05/1949

Tax Identification No. 104-460-817

GSIS Policy No. CM435744

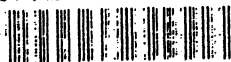
In case of Emergency, Please contact:

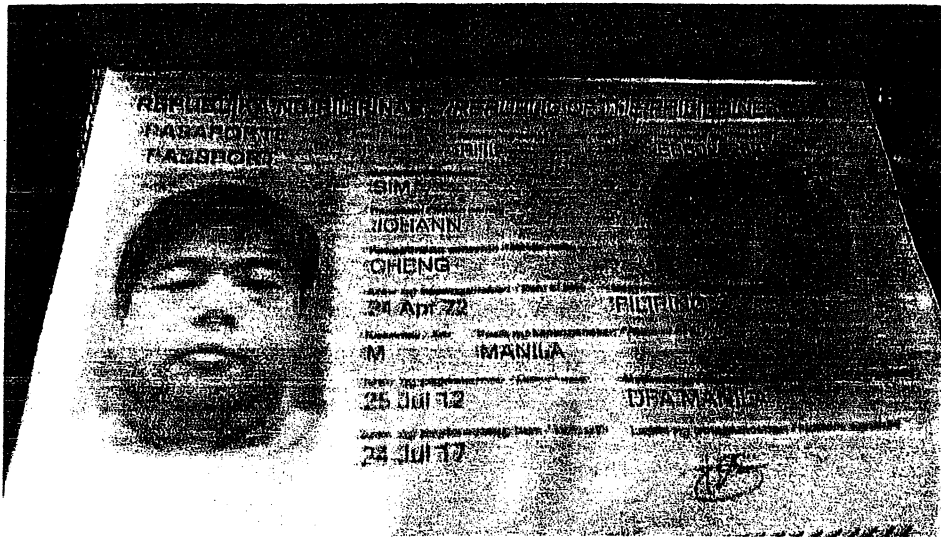
Emmanuel S. Isaac

Block 56 Lot 13 Soldier Hills Putata  
Muntinlupa City  
(0918) 939-9628

*Pilar G. De Leon*  
**PILAR G. DE LEON**

DIRECTOR Chief of Services for Administration





REPUBLIC OF THE PHILIPPINES  
 DEPARTMENT OF TRANSPORTATION & COMMUNICATIONS  
 LAND TRANSPORTATION OFFICE  
 Land Office - Manila City

Field Office Code: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**OFFICIAL RECEIPT**

PAYMENT DETAILS	BREAKDOWN OF PAYMENT

TOTAL AMOUNT PAID: \_\_\_\_\_  
 MODE OF PAYMENT: \_\_\_\_\_  
 CHIEF OF OFFICE: \_\_\_\_\_  
 CASHIER: \_\_\_\_\_

