

## MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made and entered into this 22nd day of February 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 -

**GTC-ALDIS PHILIPPINES INCORPORATED**, a private business entity, registered under the laws of the Republic of the Philippines with business address at 268-A N. Domingo St., Barangay Pasadena, San Juan City, herein represented by its President, **MR. RICHARD ANTHONY S. NGUI**, 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 13 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 various tools and equipment for the New CentExes;

**WHEREAS**, during the bid opening, the **SECOND PARTY** was the lone bidder and 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 bid of the **SECOND PARTY** for the Lot I (RAC Servicing NC III) has satisfactorily passed the legal, financial and technical requirements set forth by Republic Act No. 9184 and the bidding documents:

LOT NO.	QUALIFICATION	AMOUNT OF BID	REMARKS
I	RAC Servicing NC III	Php5,004,720.00	Single Calculated and Responsive Bid

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

**WHEREAS**, the recommendation to award the contract in favor of the **SECOND PARTY** pertaining to the abovementioned lot/qualification through BAC Resolution No.

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12-2015 issued on 26 November 2015 had been elevated by the Director General to the TESDA Board for approval;

**WHEREAS**, the TESDA Board approved the award of contract to GTC-Aldis Philippines Incorporated in the total amount of **Five Million Four Thousand Seven Hundred Twenty Pesos (Php5,004,720.00)** through Board Resolution No. 2015-10 dated 16 December 2015 for Lot I (RAC Servicing NC III);

**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 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 Provincial Training Center – Tarlac located at San Isidro Industrial Complex, San Isidro, Tarlac City, Tarlac for Lot I (RAC Servicing NC III) 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;
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. 12-2015 dated 26 November 2015;
  - (c) TESDA Board Resolution No. 2015-10 dated 16 December 2015;
  - (d) Notice of Award;
  - (e) Performance Security;
  - (f) Notice to Proceed;
  - (g) Bid Bulletin No. 01 dated 21 October 2015; and
  - (h) Bid Bulletin No. 02 dated 26 October 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.

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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**.
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**.

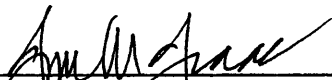
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**IN WITNESS** whereof, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year indicated above.

**TECHNICAL EDUCATION AND SKILLS  
DEVELOPMENT AUTHORITY**

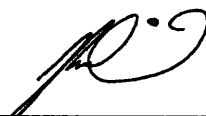
**GTC-ALDIS PHILIPPINES  
INCORPORATED**

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

  
\_\_\_\_\_  
**RICHARD ANTHONY S. NGUI**  
President

**SIGNED IN THE PRESENCE OF:**

  
\_\_\_\_\_  
**ELMER K. TALAVERA**  
Executive Director  
NITESD

  
\_\_\_\_\_  
**RODERICK WADE C. CHUA**  
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		
RICHARD ANTHONY S. NGUI	33-3496684-6	SSS

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 \_\_\_\_\_ 2015 at  
MANILA

Doc. No. 142  
Page No. 29  
Book No. xxx11  
Series of 2015

*JAV*  
**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

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**EMPLOYEE IDENTIFICATION AUTHORITY**

*Irene M. Isaac*

SIGNATURE

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

NAME / DESIGNATION

**1998-1570**

EMPLOYEE CODE

TESDA Complex, East Service Road, South Gateway,  
Tarlac City

**Home Address**

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

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

**DIRECTOR** Chief of Services for Administration

