

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made and entered into this 24th day of February 2017 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/Secretary, GUILING "GENE" A. MAMONDIONG**, and hereinafter referred to as the "**FIRST PARTY**";

- and -

HYTEC POWER INC., a private business entity, registered under the laws of the Republic of the Philippines with business address at No. 2 T. Cruz Street, Cruzville Subdivision, Zabarte Road, Novaliches, Quezon City, herein represented by its President, **MR. ERIC JUDE S. SOLIMAN**, 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 two (2) newspapers of general circulation namely the Philippine Star and the Philippine Daily Inquirer and in the Philippine Government Electronic Procurement System (PhilGEPS) on 12 October 2017 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 Training Tools and Equipment for the Higher Level DAC Qualification of the 23 CentExs;

WHEREAS, during the bid opening, the **SECOND PARTY** was one of the eleven (11) bidders which were declared to be eligible to bid 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
2	Agricultural Mechanization	PHP 11,570,000.00
3	Aquaculture	PHP 13,681,600.00
4	Automotive Servicing	PHP 17,122,000.00
5	Electrical Installation and Maintenance NC III	PHP 18,812,000.00
6	Food Processing	PHP 3,277,000.00
13	Commercial Cooking NC III	PHP 3,966,500.00
15	Science Lab (Chemistry and Physics)	PHP 1,712,350.00
16	Surveying Equipment	PHP 1,860,000.00
17	Air Conditioning Unit	PHP 504,000.00



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, pursuant to Section 34 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, the recommendation to award the contract in favor of the **SECOND PARTY** pertaining to the abovementioned lots/qualifications through BAC Resolution No. 62-2017 issued on 06 December 2017 had been elevated by the Director General to the TESDA Board for approval;

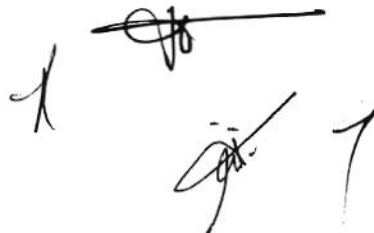
WHEREAS, the TESDA Board approved the award of contracts to Hytec Power Inc. in the total amount of **Seventy-Two Million Five Hundred Five Thousand Four Hundred Fifty Pesos (Php72,505,450.00)** through Board Resolution No. 2017-45 dated 18 December 2017 for the following lots:

LOT NO.	QUALIFICATIONS	AMOUNT OF BID
2	Agricultural Mechanization	PHP 11,570,000.00
3	Aquaculture	PHP 13,681,600.00
4	Automotive Servicing	PHP 17,122,000.00
5	Electrical Installation and Maintenance NC III	PHP 18,812,000.00
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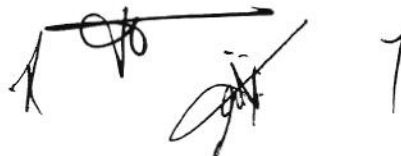
NOW, THEREFORE, for and in consideration of the foregoing, this Agreement is entered into by and between the **FIRST PARTY** and the **SECOND PARTY** with the following covenants, to wit:

GENERAL PROVISIONS:

1. The **SECOND PARTY** shall supply and deliver all the items in a lot as identified above and 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 competitive 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** of such goods are completed. Since the goods will be delivered to the Centers for Technical Excellence (CenTEs) as 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. 62-2017 dated 06 December 2017;
 - (c) TESDA Board Resolution No. 2017-45 dated 18 December 2017;
 - (d) Notice of Award;
 - (e) Performance Security;
 - (f) Notice to Proceed; and
 - (g) Bid Bulletin No. 01 dated 24 October 2017;
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 goods 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 one percent (1%) 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 the 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 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 contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
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. The **SECOND PARTY** shall comply with the provisions of the law on working conditions and labor standards.



10. 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**

HYTEC POWER INC.


GUILING "GENE" A. MAMONDIONG
 Director General/Secretary


ERIC JUDE S. SOLIMAN
 President

SIGNED IN THE PRESENCE OF:


ATTY. DIOSDADO O. PADILLA
 Deputy Director General
 Communities and Local Government Unit
 Services (CLGUS)


MARICAR R. TRANQUILINO
 Admin Manager

ACKNOWLEDGEMENT

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

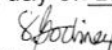
BEFORE ME, a Notary Public for and in the Province/City of **TAGUIC** this
DEC 27 2017 2017 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
GUILING A. MAMONDIONG		
ERIC JUDE S. SOLIMAN		

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 _____ day of DEC 27 2017 2017 at
 TAGUIG CITY .

Doc. No. 75
 Page No. 14
 Book No. II
 Series of 2017


ATTY. LEONARDO S. GODINEZ
 Notary Public for Taguig City Until Dec. 31, 2018
 IBP No. 1048751 / 10-6-2016 Rizal
 PTR No. 2506500 / 01-03-2017 Pasig
 MCLE V-01-2007; Appt. No. 66
 San Juan St. Central Bicutan, Taguig City



TESDA
Technical Education and
Skills Development
Authority



GUILING A. MAMONDIONG
Director General / Secretary
1998-3850

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

Home Address

Unit 101 Roma Bldg. East Ortigas Mansion
Brgy. Sta. Lucia, Pasig City

Residence Tel. No.

Mobile No. (0999) 564-3480 (0917)
878-3732

Blood Type : O

Birth Date : 05/13/1948

Tax Identification No. 182-819-331

GSIS Policy No.

In case of Emergency, Please contact:

Ruby Mamondiong

Unit 101 Roma Bldg. East Ortigas Mansion
Brgy. Sta. Lucia, Pasig City

(0916) 275-4309



PILAR G. DE LEON
Director IV, Chief of Services for Administration



EISS PRC LICENSE



Republic of the Philippines
PROFESSIONAL REGULATION COMMISSION
Manila



PROFESSIONAL REGULATION COMMISSION PROFESSIONAL REGULATION COMMISSION PROFESSIONAL REGULATION COMMISSION PROFESSIONAL REGULATION COMMISSION

PROFESSIONAL IDENTIFICATION CARD

LAST NAME ▶ **SOLIMAN**
FIRST NAME ▶ **ERIC JUDE**
MIDDLE INITIAL/NAME ▶ **SALCEDO**
REGISTRATION NO. ▶ **0043492**
REGISTRATION DATE ▶ **10/11/1991**
VALID UNTIL ▶ **1/28/2021**



MECHANICAL ENGINEER



1/28/1966
11/24/2017

Professional Regulation Commission
P. Paredes St., Sampaloc, Manila 1008, Philippines
www.prc.gov.ph ☎ (632) 7362248 / 3102009

CERTIFICATION

17-445542

This is to certify that the person whose name, photograph, and signature appear herein is a duly registered professional, legally authorized to practice his/her profession with all the rights and privileges appurtenant thereto.

This is to certify further that he/she is a professional in good standing and that his/her certificate of registration/professional license has not been suspended, revoked, or withdrawn.

Signature of Professional

TEOFILO S. PILANDO, JR.
CHAIRMAN



ERIC

04-001

EMPLOYEE



HYTEC POWER INC.

Reliable Partner & Solution Provider

#2 T. ORLE ST. CRUZVILLE LABARTER RD. NOVALICHES,
DAUED ON CITY, METRO MANILA, PHILIPPINES 1120
TEL: 0922 417-4331 / 417-4426 / 418-7079 / 418-9126
FAX: (02) 418-7041 / 830-6288
EMAIL US: hylac@hytecpower.com
WEBSITE: www.hytecpower.com.ph

ERIC JUDE S. SOLIMAN

President

0917-5311624 / 0922-8662801

ejsoliman@hytecpower.com

Employee's signature

Partnership between Academia and Industry: A Gateway to Global Competitiveness

[Handwritten signatures]

<p>Working Together in Producing HIGH PERFORMANCE GLOBAL FILIPINO MANPOWER and WORLDCLASS TECHNOPRENEURS</p> <p>THIS TO CERTIFY THAT THE PERSON WHOSE NAME AND PHOTO APPEARS ON THIS ID CARD IS AN EMPLOYEE OF HYTEC POWER INC THIS CARD IS A PROPERTY OF THE COMPANY AND MUST BE SURRENDERED UPON TERMINATION OF EMPLOYMENT</p>		<p>Vision</p> <p>Hytec Power, Inc. envisions to be the FIRST-IN-MIND Service-lead Company. We shall be ranked in the Top 5000 corporations in the country by the year 2015.</p>	<p>Mission</p> <p>To be the most reliable partner in providing our customers with excellent services and solutions. To continuously align Education & Training Programs with the Needs of Industry.</p>
<p>Home Address #2 T. Cruz St. Cruzville Subd. Zabele Rd. Novaliches, Cavite City</p>		<p>WE Value</p> <p>Quality Team Work Transparency Excellence in Training & Technology Ready to Provide Training for All Flexible and Responsive Match Labor Market Dem and We Value Quality</p>	<p>Social Responsibility</p> <p>We take responsibility to understand and serve the needs of the Academe and the industry sectors.</p> <p>We are working incessantly to close the gap between them to help create a globally competitive Pinoy Manpower that is highly productive, that can contribute to a happy, peaceful and prosperous Filipino Society.</p>
<p>SSS No. 33-3217239-9 TIN No. 125-080-731-000</p> <p>In case of Emergency, Contact:</p> <p>Hytec Power, Inc. 417-5435 / 418-7079 Administration Office 418-9156</p>		<p><i>[Signature]</i> Authorized Signature</p>	



REPUBLIC OF THE PHILIPPINES
Unified Multi-Purpose ID



CRN - 0033-3854945-0

SURNAME TRANQUILINO

GIVEN NAME MARICAR

MIDDLE NAME RIVERA

SEX FEMALE

DATE OF BIRTH 1974/02/06

ADDRESS

42 E CRUZ ST CRUZVILLE SUBD
ZABARTE BRGY KALIGAYAHAN NOVA
QUEZON CITY NCR PHL 1123



E306.16.184



In case of loss, please return to the nearest SSS Branch

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MARIX

04-006

ID NUMBER



HYTEC POWER INC.

Reliable Partner & Solution Provider

2 T. CRUZ ST. CRUZVILLE ZABARTE RD, NOVALICHES,
QUEZON CITY, METRO MANILA, PHILIPPINES 1123
TEL: (632) 417-4333 / 417-5435 / 418-7079 / 419-9138 / 419-9166
FAX: (632) 419-9154 / 530-5499
EMAIL US: hytec@hytecpower.com
WEBSITE: www.hytecpower-hpi.com

MARICAR R. TRANQUILINO

Admin Manager.

☎ 0922-8587049 / 09175179043

✉ hytec@hytecpower.com

Employee's Signature

Partnership between Academe and Industry: A Gateway to Global Competitiveness

**Working Together in Producing:
HIGH PERFORMANCE GLOBAL FILIPINO MANPOWER
and WORLDCLASS TECHNOPRENEURS**

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Home Address
#38 E. Cruz St. Cruzville Subd. Zabarate rd.
Novaliches, Quezon City

SSS No. 33-3854945-0 TIN No. 186-497-449-00

In case of Emergency Contact

Dennis Tranquilino 419-0392

Authorized Signature

Vision

Hytec Power, Inc. envisions to be the **FIRST-IN-MIND Service-led Company.** We shall be enlisted in the top 5000 corporations in the country by the year 2015.

We Value

Quality
TeamWork
Transparency
Excellence in Training & Technology
Ready to Provide Training for All
Flexible and Responsive Match Labor Market Demand
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To be the most reliable partner in providing our customers with excellent services and solutions. To continuously align Education & Training Programs with the Needs of industry.

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We take responsibility to understand and serve the needs of the Academe and the industry sectors. We are working incessantly to close the gap between them to help create a globally competitive Pancy Manpower that is highly productive, that can contribute to a happy, peaceful and prosperous Filipino Society.