

## MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made and entered into this 12 FEB 2020 day of \_\_\_\_\_ 2020 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, Fort Bonifacio, Taguig City, Metro Manila, Philippines, represented herein by its **Director General, SEC. ISIDRO S. LAPEÑA, PhD., CSEE**, and hereinafter referred to as the "**FIRST PARTY**";

- and -

**K.O.B.S. CUSTOMERS FIRST TRADING INC.**, a private business entity, registered under the laws of the Republic of the Philippines with business address at Room 1004, Ray Burton Mansion, Manila, herein represented by its General Manager, **MS. KRISTINE O. SEE**, and hereinafter referred to as the "**SECOND PARTY**".

- WITNESSETH -

**WHEREAS**, the **FIRST PARTY** through its Bids and Awards Committee (BAC) issued and posted a Request for Quotation (RFQ) in the websites of the Philippine Government Electronic Procurement System (PhilGEPS) and TESDA, and posted the same at the bulletin board near TESDA Gate 1 on 05 December 2019 in compliance with IV.E.2. of Annex "H" of the Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) No. 9184, otherwise known as the Government Procurement Reform Act, for the Procurement of Photographic Equipment under Lot 2 of the Supply, Delivery, Configuration and Setup of Various Multimedia Equipment for the TESDA Central Office (Negotiated Procurement - Two Failed Biddings) with an Approved Budget for the Contract (ABC) of Three Hundred Twenty-Seven Thousand Four Hundred Eighty-Six Pesos and 27/100 (P327,486.27);

**WHEREAS**, the **SECOND PARTY** was the lone supplier which signified its interest to participate in said negotiated procurement by submitting its quotation;

**WHEREAS**, upon careful examination, validation and verification of all the legal, technical and financial documents submitted by the **SECOND PARTY**, the bid of the **SECOND PARTY** amounting to **Three Hundred Eight Thousand Eight Hundred Eighty-Eight Pesos and 88/100 (P308,888.88)** has satisfactorily passed the legal, financial and technical requirements set forth by Republic Act No. 9184 and the bidding documents;

**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** had been found to be the Single Calculated and Responsive Quotation (SCRQ);

**WHEREAS**, pursuant to Section 36 (a) of the Revised Implementing Rules and Regulations of Republic Act No. 9184, the recommendation to award the contract in favor of the **SECOND PARTY** through BAC Resolution No. 30-2019 issued on 18 December 2019 had been approved by the Director General;

*[Handwritten signatures]*  
/s/ *[Signature]* 1

**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 goods prescribed in the RFQ within thirty (30) calendar days from receipt by the **SECOND PARTY** of the Notice to Proceed. The **SECOND PARTY** hereby binds and obligates itself in the supply and delivery of various photographic equipment Office as prescribed in the RFQ;
2. The **FIRST PARTY** shall pay the amount of **Three Hundred Eight Thousand Eight Hundred Eighty-Eight Pesos and 88/100 (P308,888.88)** after delivery of all the items prescribed in the RFQ and acceptance by the **FIRST 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 Inspection and Acceptance team and must be duly approved by the Director General 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) Quotation of the **SECOND PARTY**;
  - (b) BAC Resolution No. 30-2019 dated 18 December 2019;
  - (c) Notice of Award;
  - (d) Performance Security; and
  - (e) Notice to Proceed.
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.

*[Handwritten signatures and initials]*  
/N      Tcdmg      W  
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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**


**K.O.B.S. CUSTOMERS FIRST  
TRADING INC.**

  
\_\_\_\_\_  
**SEC. ISIDRO S. LAPENA, PhD., CSEE**  
Director General

  
\_\_\_\_\_  
**KRISTINE O. SEE**  
General Manager

**SIGNED IN THE PRESENCE OF:**

  
\_\_\_\_\_  
**DIR. MARISSA G. LEGASPI**  
Executive Director  
Planning Office

  
\_\_\_\_\_  
**CARLYN D. VIRAY**  
Secretary

**ACKNOWLEDGEMENT**

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

BEFORE ME, a Notary Public for and in the Province/City of           TAGUIG CITY            
this   12 FEB 2020   2020 personally came and appeared:


NAME	VALID ID NO.	ISSUED BY
ISIDRO S. LAPENA		
KRISTINE O. SEE		

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.

Said instrument refers to a Memorandum of Agreement consisting of four (4) pages including this page of acknowledgement, signed by the Parties and their witnesses on each and every page thereof and sealed with my notarial seal.

WITNESS MY HAND AND SEAL this   12 FEB 2020   day of \_\_\_\_\_ 2020 at  
          TAGUIG CITY          .

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Book No.   LXXVI    
Series of 2020

  
ATTY. EDILBERTO F. PACINABAO  
NOTARY PUBLIC for in Taguig City  
Until December 31, 2020  
IBP O.R. No. 094091 / 11-04-2019  
PTR No. A-4760851 / 01-02-2019  
MCLE Compliance No. V - 062 4438  
IBP Roll No. 2954d  
LC / Bldg. Gen. Luna St., Tuktukan Taguig

