## **MEMORANDUM OF AGREEMENT**

This MEMORANDUM OF AGREEMENT is made and entered into this 944 day of 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. EMMANUEL JOEL J. VILLANUEVA, and hereinafter referred to as the "FIRST PARTY":

– and –

RONAN TRADING, a private business entity, registered under the laws of the Republic of the Philippines with business address at 611 7th Avenue, Barangay 122, Caloocan City, National Capital Region, herein represented by its **Proprietress**, **MS. NANCY M. ABCEDE**, 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 09 February 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) – Phase II:

WHEREAS, during the bid opening, the SECOND PARTY was one of the four (4) 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 bid of the SECOND PARTY amounting to Two Million Four Hundred Twenty One Thousand Five Hundred Nineteen Pesos and 00/100 (Php2,421,519.00) for Lot XXVIII — Perform Haircutting Services (Leading to Hairdressing NC II) 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 Lowest Calculated Responsive Bid;

WHEREAS, pursuant to Section 34.4 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, the recommendation to award the contract in favor of the SECOND PARTY with a Lowest Calculated Responsive Bid through BAC Resolution No. 06-2015 on 14 May 2015 had been elevated by the Director General to the TESDA Board for approval;

WHEREAS, the TESDA Board approved the award of contract to Ronan Trading in the amount of Two Million Four Hundred Twenty One Thousand Five Hundred Nineteen Pesos and 00/100 (Php2,421,519.00) for Lot XXVIII — Perform Haircutting Services (Leading to Hairdressing NC II) through Board Resolution No. 2015-01 dated 16 June 2015.

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:**

- 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;
- The FIRST PARTY shall pay the total amount of Two Million Four Hundred Twenty One Thousand Five Hundred Nineteen Pesos and 00/100 (Php2,421,519.00) for Lot XXVIII Perform Haircutting Services (Leading to Hairdressing NC II) after delivery of all the items prescribed in the bidding documents and acceptance by the FIRST PARTY. 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;
- 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. 06-2015 dated 14 May 2015;
  - (c) TESDA Board Resolution No. 2015-01 dated 16 June 2015;
  - (d) Notice of Award dated 17 June 2015;
  - (e) Performance Security;
  - (f) Notice to Proceed;
  - (g) Bid Bulletin No. 01 dated 23 February 2015; and
  - (h) Bid Bulletin No. 02 dated 27 February 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 nonexpendable 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 of 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**.

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

**RONAN TRADING** 

	<b>//</b>		
SEC.	EMMANUEL	OEL J.	VILLANUEVA
	Director <b>6</b>		

NANCY M. ABCEDE
Proprietress

## SIGNED IN THE PRESENCE OF:

MARISSA G. LEGASPI Executive Director TWSP-PMO

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  MANILA ) S.S.					
	• .				
BEFORE ME, a Notary Public for and in the Province /City of MANILA this 0 2 2015 2015 personally came and appeared:					
NAME	VALID ID NO.	ISSUED BY			
EMMANUEL JOEL J. VILLANUEVA	1998-2454	TESDA			
NANCY M. ADCEDE					

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.

JUL 0 2 2015
WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_ 2015 at
MANILA

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Book No. XVIII
Series of 2015

ATTY, JOSELYN BONNIE V. VALEROS

NOTARY PUBLIC, ROLL NO. 54515 PTR No. 3827659 Until 12-31-15 Manha IBP LIFE No. 69925, Comaission No. 2614-022 Until 12-31-15 Office Add: Imperial Bayfront Tower, 1462 A. Mabini, Munita MCLE NO. 14-0017429 ISSUED ON APR 18, 2013



REPUBLIC OF THE PHILIPPINES LEPARTMENT OF FINANCE BUREAU OF INTERNAL REVENUE

**ABCEDE NANCY MONTINOLA** 

TIN: 100-217-383

611 7TH AVE V MAPA STREET

CALOOCAN CITY

BIRTH DATE: 08/28/1950 ISSUE DATE: 09/23/2008





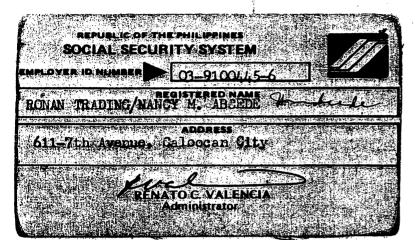


Republic of the Philippines COMMISSION ON ELECTIONS KALOOKAN CITY, NCR - THIRD DISTRICT VIN: 7501-2404A-H2850NMA20001-4



Date of Birth : August 28, Civil Status : Married







Republic of the Philippines Office for Senior Citizens Affairs CITY OF CALOOCAN

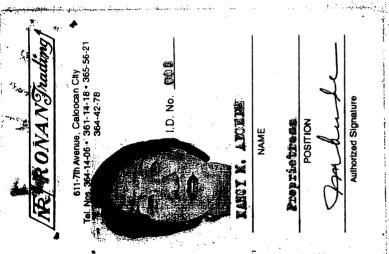
<u>)48562</u> CONTROL No.

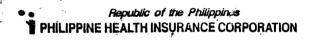
NAME: NANCY M. ABCEDE

ADDRESS 611 7th 08-28-50/60 CG-22-10 SEX DATE OF ISSUE

DATE OF BIRTH/AGE

THIS CARD IS NON-TRANSFERABLE & YALID ANXWHERE IN THE COUNTRY VANCY M. ABCEDE Printed Name & Signature / Thumb Mai





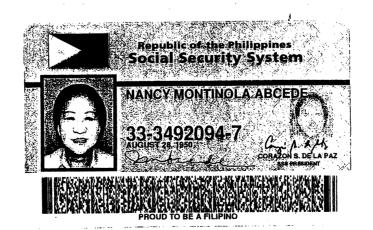
PhilHealth Number

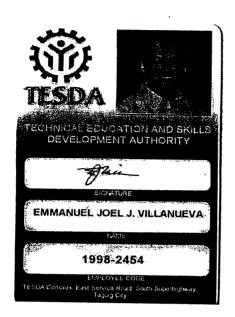
-025283124 - 3

is issued to

ABCEDE, NANCY MONTINOLA

Signature





#### **Home Address**

101 Mc Arthur Highway, Bunlo, Bocaue, Bulacan

Residence Tel. No. (044)692-1939

Mobile No. (0918) 803-0721

Blood Type: O

Birth Date: 08/02/1975

Tax Identification No. 201-607-742

GSIS Policy No. 542772

In case of Emergency, Please contact:

Gladys C. Villanueva

101 Mc Arthur Highway, Bunlo, Bocaue, Bulacan

EMMANUEL JOEL J. VILLANUEVA
DIRECTOR-GENERAL