

## MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made and entered into this 27th day of December 2013 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 -

**ACMI OFFICE SYSTEM PHILIPPINES, INC.**, 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 Account Executive, **MR. JULIUS RANDOLPH GAJUDO**, 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 11 November 2013 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 training equipment and tools for higher TESD programs;

**WHEREAS**, during the bid opening, only the **SECOND PARTY** was declared eligible due to the failure of the other three (3) bidders namely State Alliance Enterprises, Inc., Aspen Multi-System Corporation and Welcome Export, Inc. 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 Nineteen Million Seven Hundred Eighty Thousand Pesos (Php 19,780,000.00) 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 Sections 34 and 36 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 Bid;

**WHEREAS**, pursuant to Section 36 (b) of the Revised Implementing Rules and Regulations of Republic Act No. 9184, recommendation to award the contract in favor of the **SECOND PARTY** with a Single Calculated and Responsive Bid through BAC Resolution No. 21-2013 on 09 December 2013 had been elevated by the Director General to the TESDA Board for approval;

**WHEREAS**, the TESDA Board approved the award of contract to ACMI Office System Philippines, Inc. in the amount of Nineteen Million Seven Hundred Eighty Thousand Pesos (Php 19,780,000.00) through Board Resolution No. 2013-09 issued on 17 December 2013.

**NOW, THEREFORE**, for and in consideration of the foregoing, this Agreement is entered 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 within one hundred twenty (120) calendar days from receipt of the notice to proceed;
2. The **FIRST PARTY** shall pay the amount of Nineteen Million Seven Hundred Eighty Thousand Pesos (Php 19,780,000.00) after delivery of all the items prescribed in the bidding documents and acceptance by the **FIRST PARTY**. Since the goods will be delivered at the different beneficiary institutions 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;
  - (b) BAC Resolution No. 21-2013 dated 09 December 2013;
  - (c) TESDA Board Resolution No. 2013-09 dated 17 December 2013;
  - (d) Notice of Award dated 18 December 2013;
  - (e) Performance Security;
  - (f) Notice to Proceed dated 27 December 2013; and
  - (g) Bid Bulletin No. 01 dated 19 November 2013.
4. The goods subject of the delivery shall be covered by the provisions of Republic Act No. 9184 and its Revised Implementing Rules and Regulations on warranty.
5. 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.
6. Cost of applicable taxes, deployment and insurance of goods shall be shouldered by the **SECOND PARTY**.
7. The obligations and rights arising from this contract shall not be assigned and transferred by the **SECOND PARTY** to any third party without written consent of the **FIRST 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


ACMI OFFICE SYSTEM  
PHILIPPINES, INC.

  
SEC. EMMANUEL JOEL J. VILLANUEVA  
Director General

  
JULIUS RANDOLPH GAJUDO  
Account Executive

SIGNED IN THE PRESENCE OF:

  
FRANCISCO B. JUCAR, JR.  
Executive Director, OTTI

  
MARYCLOU C. TORRES  
CAPES INTERIOR DESIGNER

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
"AGUIG CIT") S.S.

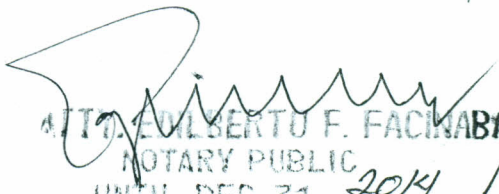
BEFORE ME, a Notary Public for and in the Province /City of  
"AGUIG CIT" this 02 JAN 2014 2014 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
EMMANUEL JOEL J. VILLANUEVA	1998-2454	TESDA
JULIUS RANDOLPH GAJUDO		

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 02 JAN 2014 day of 2014 at  
"AGUIG CIT"

Doc. No. 82  
Page No. 19  
Book No. XY/III  
Series of 2014

  
ATTORNEY EULBERTO F. FACINABAI  
NOTARY PUBLIC  
UNTIL DEC 31, 2014 N  
PTR NO. A-2015 718  
ISSUED ON 01-02-2014  
AT TAGUIG