

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made and entered into this 2nd day of January 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, Secretary EMMANUEL JOEL J. VILLANUEVA**, and hereinafter referred to as the "**FIRST PARTY**";

- and -

GOLDTECH INTERNATIONAL DISTRIBUTORS, INC. a private business entity, registered under the laws of the Republic of the Philippines with business address at 268-A N. Domingo St., San Juan City herein represented by its Account Executive, **ABIGAIL DIANNE T. CO**, 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 November 2012 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 IT computing goods and civil works relative to the project on refurbishment of central office computing goods and network rehabilitation;

WHEREAS, during the bid opening, only the **SECOND PARTY** was declared eligible due to the failure of the other two (2) bidders namely Welcome Export, Inc. and Trends and Technologies, Inc. to comply with the eligibility requirements as prescribed by Sections 27 and 23 of the Revised Implementing Rules and Regulations of Republic Act No. 9184;

WHEREAS, the bid of the **SECOND PARTY** amounting to Fourteen Million Eight Hundred Thousand Four Hundred Pesos (Php14,800,400.00) 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 Section 34 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, the bid offered by the **SECOND PARTY** has been found to be the Single Calculated and Responsive Bid;

WHEREAS, pursuant to Section 36 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. 022-2012 on 10 December 2012 had been elevated by the Director General to the TESDA Board for approval;

WHEREAS, the TESDA Board approved the award of contract to Goldtech International Distributors, Inc. in joint venture with Microbase, Incorporated in the

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amount of Fourteen Million Eight Hundred Thousand Four Hundred Pesos (Php14,800,400.00) through Board Resolution No. 2012-14 issued on 17 December 2012.

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 sixty (60) calendar days from receipt of the notice to proceed;
2. The **FIRST PARTY** shall pay the amount of Fourteen Million Eight Hundred Thousand Four Hundred Pesos (Php14,800,400.00) after delivery of all the items prescribed in the bidding documents and acceptance by the **FIRST PARTY**. 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 Executive 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 Goldtech International Distributors, Inc. in joint venture with Microbase, Incorporated;
 - (b) BAC Resolution No. 22-2012 dated 10 December 2012;
 - (c) TESDA Board Resolution No. 2012-14 dated 17 December 2012;
 - (d) Notice of Award dated 18 December 2012;
 - (e) Performance Security;
 - (f) Notice to Proceed dated 04 January 2013;
 - (g) Joint Venture Agreement dated 03 December 2012; and
 - (h) Bid Bulletin No. 01 dated 21 November 2012.
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**.

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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

GOLDTECH INTERNATIONAL
DISTRIBUTORS, INC.


SEC. EMMANUEL JOEL J. VILLANUEVA
Director General


ABIGAIL DIANNE T. CO
Account Executive

SIGNED IN THE PRESENCE OF:


NOEL K. VILLAFLOR
EXECUTIVE DIRECTOR
CORPORATE AFFAIRS OFFICE


JOE LAWRENCE G. DIANO
MICROBASE INCORPORATED

ACKNOWLEDGEMENT

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

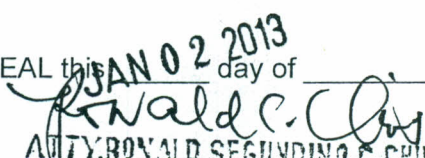
BEFORE ME, a Notary Public for and in the Province /City of
CITY OF MANILA this JAN 02 2013 2013 personally came and appeared:

NAME	VALID ID NO.	ISSUED BY
EMMANUEL JOEL J. VILLANUEVA	1998-2454	TESDA
ABIGAIL DIANNE T. CO	NOI-DE-272471	LTD

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 JAN 02 2013 day of 2012 at
CITY OF MANILA

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ATTY. RONALD SEGUNDINO C. CRING
NOTARY PUBLIC - CITY OF MANILA II
ADMIN. NO. 2011-000 UNTIL DEC. 31, 2014
ROLL NO. 54899
IBPN. 876386 11-12-2012, M.L.A.
PTR NO. 1413540, 1-2-2013, M.L.A.
MCLE NO. 111-0016300 MAY 12, 2011
NO. 94 BENAVIDEZ ST. TONDO M.L.A.
TEL. 510-4334