

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made and entered into this 6th day of October 2017 by and between:

The **TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY**, 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 A. MAMONDIONG**, and hereinafter referred to as the "**FIRST PARTY**";

- and -

TOYOTA QUEZON AVENUE, INC., a private business entity registered under the laws of the Republic of the Philippines with business address at 728 Quezon Avenue, Quezon City, herein represented by its **President, LINCOLN T. LIM**, 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 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 April 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 additional TESDA Vehicles;

WHEREAS, during the bid opening, only the **SECOND PARTY** was declared eligible pursuant to Sections 23 and 25 of Rule VIII of the Revised Implementing Rules and Regulations of Republic Act No. 9184 on Eligibility Requirements and Submission of Bids;

WHEREAS, the bid of the **SECOND PARTY** amounting to **Eighteen Million Nine Hundred Sixty Thousand Pesos (Php18,960,000.00)** has satisfactorily passed the legal, financial and technical requirements set forth by Section 34 of Rule X (Post-Qualification) of the Revised Implementing Rules and Regulations of Republic Act No. 9184 and the bidding documents;

WHEREAS, pursuant to Section 36 (a) 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, the recommendation to award the contract in favor of the **SECOND PARTY** through BAC Resolution No. 24-2017 had been elevated to the TESDA Board for approval;

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 twenty (20) units of Toyota Avanza gasoline with 1.5 liters' displacement prescribed in the bidding documents within thirty (30) calendar days from receipt of the notice to proceed by the **SECOND PARTY**;
2. The **FIRST PARTY** shall pay the amount of **Eighteen Million Nine Hundred Sixty Thousand Pesos (Php18,960,000.00)** after delivery of all the vehicles prescribed in the bidding documents 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 that will be created by the **FIRST PARTY**. At any rate, payment shall be made in accordance with 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. 24-2017 dated 23 May 2017;
 - (c) TESDA Board Resolution No. 2017-43 dated 26 September 2017;
 - (d) Notice of Award;
 - (e) Performance Security; and
 - (f) Notice to Proceed.
4. The vehicles subject of the delivery shall be covered by the provisions of Republic Act No. 9184 and its 2016 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 the vehicles 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**.
8. The vehicles subject of this procurement shall be replaced by the **SECOND PARTY** if the same are found to be defective within thirty (30) calendar days from delivery. However, the defect must be not attributable to the fault or negligence of the **FIRST PARTY** or any of its agents.
9. Upon delivery, the **SECOND PARTY** shall immediately attend to the maintenance and repair needs of the vehicles once reported to the **SECOND PARTY** and its authorized service centers.



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

TOYOTA QUEZON AVENUE, INC.

By:

By:

GUILING "GENE" A. MAMONDIONG
Director General/Secretary

LINCOLN T. LIM
President

WITNESSES:

TITO L. BARTOLOME
Chief Administrative Officer
General Services Division

MARLON P. HAYAHAY
Marketing Professional

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
MANILA) S.S.

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

Name	Government Issued ID No.	Issued by
GUILING A. MAMONDIONG	TESDA I.D. No. 1998-9850	TESDA
LINCOLN T. LIM		

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 OCT 09 2017 day of 2017 at
MANILA

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Book No. 12
Series of 2017

ATTY. ALYSHA GRACE M. ZULUETA
NOTARY PUBLIC, CITY OF MANILA
COMM. NO. 2016-045 UNTIL DEC. 31, 2017
PTR NO. 5993403 1/3/2017 MLA
IBP LIFETIME-011076-6/19/12
ROLL NO. 60529
UNIT 7 0 7F, MEB CONDO. 1200
J. COCOBO ST. FERMITA MLA
TIN. D.O. 240-097-05
MCLE V-0005228 1-6-15 PASIG CITY 3



TESDA
Technical Education and
Skills Development
Authority



GUILING A. MAMONDIONG
Director General / Secretary

1998-9850

TESDA Complex, East Service Road, South
Supernitiway, 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



