



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

APR 05 2022

This **MEMORANDUM OF AGREEMENT** is made and entered into and executed this _____ day of _____ in the City of Makati, Philippines, by and between:

The **CONSTRUCTION INDUSTRY AUTHORITY OF THE PHILIPPINES (CIAP)-PHILIPPINE CONTRACTOR'S ACCREDITATION BOARD (PCAB)**, an attached government agency of the Department of Trade and Industry, and mandated to implement Republic Act No. 4566 or the "Contractors' License Law", as amended by Presidential Decree No. 1746, with office address at 5th floor, Executive Building Center, 369 Sen. Gil Puyat Avenue cor. Makati Avenue, Makati City, represented herein by the CIAP Executive Director-in-Charge, **DORIS U. GACHO**, and hereinafter referred to as the "**CIAP-PCAB**".

-and-

APO PRODUCTION UNIT, INC., a Philippine government agency duly organized and existing under the Executive Order 285, series of 1987, with office address at 2nd floor, PIA Building, Visayas Avenue, Quezon City, duly represented by its Sales and Marketing Manager **DOMINIC BENJAMIN F. TAJON** hereinafter referred to as "**APO**".

Collectively referred to as the "**PARTIES**".

WITNESSETH

WHEREAS, CIAP-PCAB has a requirement for the Supply and Delivery of 1,300 pieces of PCAB Contractor's License Certificates, and 150 pads of Order of Payment with serial numbers,

WHEREAS, the CIAP-PCAB resorted to Negotiated Procurement under Section 53.5 (Agency-to-Agency) of the revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act,

WHEREAS, APO submitted a responsive proposal to supply the accountable form requirements, and CIAP-PCAB accepted the proposal of APO, subject to the terms and conditions hereunder stipulated;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereunder specified by these presents, the **PARTIES** hereby enter into this Memorandum of Agreement (MOA) under the following terms, conditions and stipulations.

1. APO shall undertake to supply and deliver **1,300 pieces of PCAB Contractor's License Certificates**, and **150 pads of Order of Payment** to CIAP-PCAB in accordance with the technical specifications hereto attached as Annex 'A' and made an integral part of this MOA

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- The total contract price shall be in the amount of **One Hundred Four Thousand Five Hundred Eighty Pesos (PhP 104,580.00)**, inclusive of VAT, with the breakdown as follows.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
1	1,300 pads	PCAB Contractor's License Certificates	₱42.00	₱54,600.00
2	150 pads	Order of Payment	₱333.20	₱49,980.00

The prices herein agreed shall be considered as fixed prices, and therefore not subject to price adjustment and escalation during contract implementation.

- APO shall provide a final proof for the end-user's approval prior to mass production/printing within seven (7) calendar days from the effectivity date specified in the Notice to Proceed. Subsequently, APO shall complete, within fifteen (15) working days from receipt of the approved final proofing coming from the end-user, PCAB, the supply and delivery of deliver **1,300 pieces of PCAB Contractor's License Certificates**, and **150 pads of Order of Payment** 5th floor, Executive Building Center, 369 Sen. Gil Puyat Avenue cor. Makati Avenue, Makati City.
- CIAP-PCAB shall pay the amount of **One Hundred Four Thousand Five Hundred Eighty Pesos (PhP 104,580.00)**, inclusive of VAT, subject to CIAP-PCAB's acceptance in writing and issuance of the Inspection and Acceptance Report (IAR) with breakdown as follows:

ITEM NO.	DESCRIPTION	CONTRACT PRICE (VAT INCLUSIVE)
1	PCAB Contractor's License Certificates	₱54,600.00
2	Order of Payment	₱49,980.00

- APO shall complete the supply and delivery of the goods within fifteen (15) working days. Should APO incur delay in its performance, it shall pay a penalty of one-tenth (1/10) of one percent (1%) of the total cost of the unperformed portion for each day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the CIAP-PBAC shall have the option to rescind the contract, without prejudice to other courses of action and remedies open to it.

In case APO still fails to deliver the goods after the lapse of thirty (30) calendar days from the supposed date of delivery, in addition to the penalties agreed upon, CIAP-PBAC shall have the option to terminate the contract.

In the event that the facts and circumstances arise or are discovered which renders the Agreement disadvantageous to the Government, the Parties hereto agree





immediately to re-negotiate its terms and conditions, or at the option of CIAP-PCAB terminate the same

- 7. No terms and conditions of this agreement shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party affected.
- 8. The rights or obligations under this MOA are of a personal nature and compliance thereof may not be assigned or subcontracted to another without the written consent of the other party. This MOA or any interest in it may not be assigned without the prior written consent of the other party.
- 9. This MOA contains all the covenants and stipulations agreed upon by the Parties and shall be modified, revised or amended only upon written agreement of both Parties.
- 10. This MOA constitutes the entire contract between the Parties pertaining to the subject matter contain in it, and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the Parties. No supplement, variation or amendment of this MOA shall be binding UNLESS executed in writing by the Parties. No waiver of any of the provisions of this MOA shall be deemed, or shall constitute a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding UNLESS in writing and signed by the party making the waiver.
- 11. The relationship between the Parties shall be limited to the performance of the terms and conditions of this MOA. Nothing herein shall be construed to create a general partnership/agency/employer-employee or any other relationship between the Parties, or to authorize any party to bind the other except as set forth in herein.
- 12. The Parties, waiving for this purpose any other venue, hereby agree that the courts of the City of Makati shall be the exclusive venue of any and all actions or suits between the Parties relative to this MOA, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this MOA in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this MOA in its entirety or in part.

13. APO hereby warrants and represents that:

- a. The goods and specifications shall be as described in the Annex 'A';
- b. It has good title to the goods described, full authority to sell and transfer the same, and that the goods are sold free and clear of all liens, encumbrances, liabilities, and adverse claims, of every nature and description;

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- c. It will fully defend, protect, indemnify, and hold CIAP-PBAC harmless from any and all of adverse claims that may be made by any party for the possession and/or use of the goods;
- d. The defective items shall be replaced within ten (10) working days upon receipt of notice issued by the end-user. Failure to replace the same within the same period shall make APO liable for a penalty of one-tenth (1/10) of one percent (1%) of the total cost of defective good/s for each day of delay; and
- e. CIAP-PCAB accepts no liability for the damage of the goods during transit, risk and title will be deemed to have passed CIAP-PCAB only upon receipt and final acceptance of the goods.

IN WITNESS WHEREOF, the Parties to this MOA hereto affixed their signatures in this _____ day APR 06 2022 at the City of Makati, Philippines.

**CONSTRUCTION INDUSTRY
AUTHORITY OF THE PHILIPPINES –
PHILIPPINE CONTRACTOR'S
ACCREDITATION BOARD**
TIN: 000-446-607-000

APO PRODUCTION UNIT, INC.

TIN: 000-396-233-000

Represented by:

Represented by:

ATTY. HERBERT D.G. MATIENZO
Executive Director, PCAB

DOMINIC BEJAMIN F. TAJON
Sales and Marketing Manager

Signed in the presence of:

PAUL RYAN STING F. FUGEN
Chief, Records and Information Division

BENITO RIVERA

REPUBLIC OF THE PHILIPPINES
CITY OF MAKATI

BEFORE ME, Notary Public for the City of Makati, personally appeared APR 06 2022 Certification of Funds Availability

NAME _____ ID _____ ID NO. _____

JAYNIE A. VILLONES
Budget Officer

ATTY. GEORGE D. SITON

NOTARY PUBLIC FOR MAKATI CITY
APPT. NO. 14-66 / UNTIL DEC. 31, 2023
ROLL NO. 69402 / MCLE COOPERATIVE INC. VS. 0010136/2-15-2022
ISP O/S No. 00200-1077195 DTI-WAL-MAY 5, 2017

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DTI-CIAP

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that they executed their free and voluntary act and deed

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