



MEMORANDUM OF AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT is made and entered into and executed this day of 28 JUL 2023 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 PCAB Executive Director ATTY. HERBERT D.G. MATIENZO, 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 EVP and General Manager JAIME H. ALDABA JR., hereinafter referred to as "APO".

Collectively referred to as the "PARTIES".

WITNESSETH

WHEREAS, CIAP-PCAB has a requirement for the Supply and Delivery of 100 pieces of PCAB Contractor's License Certificates, and 100 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 100 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.



2. The total contract price shall be in the amount of **Ninety-Four Thousand Nine Hundred Forty-Eight Pesos (PhP 94,948.00)**, inclusive of VAT, with the breakdown as follows:

ITEM No.	QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
1	100 pieces	PCAB Contractor's License Certificates	₱380.80	₱38,080.00
2	150 pads	Order of Payment	₱379.12	₱56,868.00

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

3. APO shall provide a final proof for the end-user's approval prior to mass production/printing within fifteen (15) business days from the date of receipt of the Notice to Proceed. Subsequently, APO shall complete, within thirty (30) working days from receipt of the approved final proofing coming from the end-user, PCAB, the supply and delivery of deliver **100 pieces of PCAB Contractor's License Certificates**, and **150 pads of Order of Payment** 5<sup>th</sup> floor, Executive Building Center, 369 Sen. Gil Puyat Avenue cor. Makati Avenue, Makati City.
4. CIAP-PCAB shall pay the amount of **Ninety-Four Thousand Nine Hundred Forty-Eight Pesos (PhP 94,948.00)**, inclusive of VAT, subject to CIAP-PCAB's acceptance in writing and issuance of the Inspection and Acceptance Report (IAR), with breakdown subject to item 2 of this Memorandum of Agreement.
5. APO shall complete the supply and delivery of the goods within thirty (30) 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.
6. In the event that the facts and circumstances arise or are discovered which renders this 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;
  - c. It will fully defend, protect, indemnify, and hold CIAP-PBAG 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 \_\_\_\_\_, 2023 at the City of Makati, Philippines.

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

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

**APO PRODUCTION UNIT, INC.**

TIN: 000-396-233-000

  
**JAIME H. ALDABA JR.**  
EVP and General Manager

Signed in the presence of:

  
**PAUL RYAN STING F. FUGEN**  
Chief Trade-Industry Development Specialist

Certification of Funds Availability

  
**RUSSELL N. RACELIS**  
Officer-in-Charge, Budget Section

P94,948.00

04-02-2023

  
**DOMINIC BENJAMIN F. TAJON**  
Sales and Marketing Manager

Funds Available:

  
**PERLITA M. RASING**  
Accountant III

Fund Cluster: 01101  
ORS No.: 2023-07-LSU  
Date of ORS: 7/10/23  
Amount: ₱ 94,948.-

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY) SS

Before me a notary public for and in QUEZON CITY, this 28 JUL 2023 day of \_\_\_\_\_  
2023 personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE	VALID UNTIL
ATTY. HERBERT D.G. MATIENZO			
JAIME H. ALDABA JR.	PASSPORT NO. P0690372B	15 February 2019 DFA Manila	14 February 2029

Known to me to be the same persons who executed this Contract consisting of four (4) pages including this Acknowledgement, is written has been signed by the parties and their witnesses on each and every page thereof and they acknowledge the same to be their voluntary act and deed as well as the entities they respectively represent.

28 JUL 2023

IN WITNESS WHEREOF, hereunto sign my name and affix my notarial seal this \_\_\_\_\_ day of QUEZON CITY, Philippines  
Philippines.

Doc. No. 130  
Page No. 24  
Book No. 344  
Series of 2023

**NOTARY PUBLIC**

ATTY. JASON G. DE BELEN  
Ref. No. 38263  
Adm. No. NP-070 Notary Public  
Notary Public for Quezon City  
My Commission expires on December 31, 2023  
No. 766 Sid. Borromeo St. cor. Panay Ave., Q.C.  
IBP No. 259495; Q.C.; 1-3-2023  
PTR No. 4007198; Q.C.; 1-3-2023  
MCLE VII-0019570; 5-30-22

