

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into this ____ day of _____, 2022, at the City of Manila, Philippines, by and between:

PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR), a government owned and controlled corporation, created and existing by virtue of Presidential Decree No. 1869, as amended, with office address at PAGCOR Executive Office, New Coast Hotel Manila, 1588 M.H. Del Pilar cor. Pedro Gil Sts., Malate, Manila, represented in this act by its Chairman and Chief Executive Officer, **ALEJANDRO H. TENGCO**, hereinafter referred to as "**PAGCOR**";

- and -

APO PRODUCTION UNIT, INC., a government owned and controlled corporation duly organized and existing under Republic Act (R.A.) No. 10149 and Letter of Instruction (LOI) 107, with office address at Second Floor, PIA Building, Visayas Avenue, Brgy. Vasra, Quezon City, represented in this act by its Executive Vice President and General Manager, **JAIME H. ALDABA, JR.**, duly authorized for this purpose by a Secretary's Certificate dated October 17, 2022, and notarized on October 21, 2022, hereto attached as Annex "A", hereinafter referred to as "**APO**".

Each referred to as a "**PARTY**" and collectively as "**PARTIES**".

RECITALS/ANTECEDENTS:

WHEREAS, PAGCOR has a requirement for the Supply and Delivery of Three (3) Lots Various Accountable Forms under ITB No. AA22-07-005COR, which was approved by the previous **PAGCOR** Board of Directors and included in the 2022 Annual Procurement Plan (APP);

WHEREAS, PAGCOR conducted a Negotiated Procurement under Section 53.5 (Agency-to-Agency) in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations on August 4, 2022 for the procurement of the Project;

WHEREAS, the SUPPLIER has submitted the Single Calculated Responsive Quotation (SCRQ) for the Project;

WHEREAS, PAGCOR has accepted the quotation of the **SUPPLIER**;

WHEREAS, the Vice President of the Human Resource and Development Group (HRDG), duly delegated on February 2, 2022, approved the award of the contract to the **SUPPLIER**;

WHEREAS, the contract for the Project was finalized during the incumbency of the new **PAGCOR** Board of Directors, hence, the same shall be signed by the new Chairman and Chief Executive Officer.

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

- APO** shall undertake to supply and deliver the Various Accountable Forms to **PAGCOR** in accordance with technical specifications indicated in the Request for Quotation (RFQ), hereto attached as Annex "B" and made an integral part of this **MOA**.
- In case of conflict between the provisions of this Agreement and the accomplished RFO submitted by **APO** during the procurement process the latter shall prevail.

3. The total contract price shall be in the amount of **Three Hundred Sixty-Eight Thousand Nine Hundred Twelve Pesos (PhP368,912.00), VAT Exclusive, Zero-Rated Transaction**, with breakdown as follows:

Lot No.	Qty/UOM	Description	Unit Cost	Total Cost
			(VAT Exclusive, Zero-Rated Transaction)	
1	684 booklets	Customized Commercial Checks – OPEX (Land Bank of the Philippines)	PhP228.00	PhP155,952.00
2	520 booklets	Customized Commercial Checks – Healthcare / Provident Fund (Land Bank of the Philippines)	PhP253.00	PhP131,560.00
3	200 booklets	Customized Commercial Checks – Treasury Fund Capital (Land Bank of the Philippines)	PhP407.00	PhP81,400.00

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

4. **APO** shall provide a final proof for the end-user's approval prior to mass production/printing within seven (7) calendar days from the date of receipt of the Notice to Proceed. Subsequently, **APO** shall complete, within sixty (60) working days from receipt of the approved final proofing coming from the end-user, Treasury Department (TD), the supply and delivery of various accountable forms. **APO** shall deliver at the Treasury Department – Sixth (6th) Floor, **PAGCOR** Executive Office, New Coast Hotel Manila, 1588 M.H. del Pilar corner Pedro Gil Streets, Malate, Manila.
5. **PAGCOR** shall pay the amount of **Three Hundred Sixty-Eight Thousand Nine Hundred Twelve Pesos (PhP368,912.00), VAT Exclusive, Zero-Rated Transaction**, subject to **PAGCOR**'s acceptance in writing [issuance of the Inspection and Acceptance Report (IAR)].
6. **APO** shall complete the supply and delivery of the goods within the time prescribed in the RFQ. Should **APO** incur delay in its performance, **APO** shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/items for everyday of delay including Sundays and Holidays, until such goods/items are finally delivered and accepted by **PAGCOR**. Such amount shall be deducted from any money due, or which may become due to **APO** or collected from any securities or warranties posted by **APO**. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, **PAGCOR** may rescind the contract and impose appropriate sanctions over above the liquidated damages to be paid.
- In case **APO** still fails to deliver the item after the lapse of thirty (30) calendar days from the supposed date of delivery, in addition to the forfeiture of the Performance Security and the penalties agreed upon, **PAGCOR** shall have the option to terminate the Contract.
7. 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 **PAGCOR** terminate the same.

8. No terms or 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.
9. 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.
10. 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.
11. This **MOA** constitutes the entire contract between the parties pertaining to the subject matter contained 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.
12. 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, or to borrow money on behalf of another party, or to use the credit of any party for any purpose other than what has been set forth herein.
13. The parties, waiving for this purpose any other venue, hereby agree that the courts of the City of Manila 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.
14. **APO** hereby warrants and represents that:
 - a. The goods and specifications shall be as described in the accomplished RFQ.
 - b. It has good title to the goods described in the RFQ, full authority to sell and transfer the same and that the items 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 **PAGCOR** harmless from any and all adverse claims that may be made by any party for the possession and/or the use of the goods.
 - d. The defective printouts/erroneous forms found during inspection shall be replaced within **ten (10) working days** upon receipt of the notice/advice from **PAGCOR**. Failure to replace the same within the agreed period, **APO** shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/items for everyday of delay including Sundays and Holidays, until such goods/items are finally delivered and accepted by **PAGCOR**. Such amount shall be deducted from any money

OFFICE OF
PROPERTY MANAGEMENT


Maria Aurore T. Liwanag

due, or which may become due to **APO** or collected from any securities or warranties posted by **APO**. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, **PAGCOR** may rescind or terminate the contract and impose appropriate sanctions over and above the liquidated damages to be paid by **APO**, without prejudice to other courses of action and remedies open to it.

e. **PAGCOR** accepts no liability for the damage of the goods during transit. Title to the goods will be deemed to have passed to **PAGCOR** only upon receipt and final acceptance of the Goods.

IN WITNESS WHEREOF, the parties hereto have signed these presents on this _____ day of _____, 2022 at the City of Manila, Philippines.

**PHILIPPINE AMUSEMENT AND
GAMING CORPORATION**
TIN: 033-000-887-972

APO PRODUCTION UNIT, INC.
(APO)
TIN: 000-396-233-000

Represented by:


ALEJANDRO H. TENGCO
Chairman and Chief Executive Officer
TIN: 114-275-668-000

Represented by:


JAIME H. ALDABA, JR.
Executive Vice President and
General Manager
TIN: 102 - 782 - 442


ROWENA B. DIZON
Senior Procurement Officer

Signed in the presence of:


DOMINIC F. TAJON
Sales & Marketing Manager

PDZ

Mariyn B. Roca
Procurement Department

1-19-23-15:42

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Manila) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, on this day of
19 JAN 2023, 2022, personally appeared:

NAME

ALEJANDRO H. TENGCO

GOVERNMENT ID NO.

DRIVERS LICENSE NO.: C07-80-010075
Valid Until: September 10, 2023

known to me and known to be the same person who executed the foregoing Memorandum of Agreement consisting of six (6) pages, and who acknowledged to me that the same is his own free and voluntary act and deed as well as the free and voluntary act and deed of the entity he is duly authorized to represent.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Doc. No. 53
Page No. 12
Book No. X
Series of 2023
MCLE Compliance No. _____


ATTY. EMMANUEL A. PALADO, JR.
NOTARY PUBLIC
FOR AVO IN THE CITY OF MANILA
6TH FLR. PAGCOR OFFICE, NEW COAST HOTEL & CASINO
M.H. DEL PILAR ST., COR. PEDRO GIL, MALATE MANILA
Comm. No. 2022-040 J Valid Until - 12/31/23
ROLL No. 74208 JIEP No. 181581, 15/22, Manila by Caspiter
MCLE Compliance No. VI-40037010roll-4-1425
PTR No. 0873642 Issued Jan. 2022 J. URB - 12/31/2023

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Maria Aurora T. Liwanag

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Manila) S.S.
MANILA CITY

BEFORE ME, a Notary Public for and in the City of Manila, on this day of NOV 23 2022, 2022, personally appeared:

NAME

GOVERNMENT ID NO.

JAIME H. ALDABA, JR.

Passport No. P0690372B
Place of Issue: DFA Manila
Date Issued: 15 February 2019
Expiry Date: 14 February 2029

known to me and known to be the same person who executed the foregoing Memorandum of Agreement consisting of six (6) pages, and who acknowledged to me that the same is his own free and voluntary act and deed as well as the free and voluntary act and deed of the entity he is duly authorized to represent.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Doc. No. 315
Page No. 63
Book No. 911
Series of 2022
MCLE Compliance No. _____

ATTY. JASON G. DE BELEN
Ref. No. 36259
Adm. No. NP-070 Notary Public
Notary Public for Quezon City
My Commission expires on December 31, 2023
No. 7M Sgt. Borromeo St. cor. Panay Ave. QCI
IBP No. 195473; QC 1-4-2022
PTR No. 2442035; QC 1-4-2022
MCLE VII-0019570; 5-30-22

REPUBLIC OF THE PHILIPPINES

)
) S.S.

SECRETARY'S CERTIFICATE

I, **ATTY. GIL CARLOS R. PUYAT**, Filipino, of legal. Age, with address at 413 Duke St. Greenhills East Village, Mandaluyong City after being sworn in accordance with law, hereby depose and state:

1. That I am the Corporate Secretary of **APO PRODUCTION UNIT, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Philippines with business address at 2nd Floor, PIA Building, Visayas Avenue, Quezon City (herein, after the "Corporation").
2. That in a regular meeting held by the Board of Trustees of the Corporation at its principal office on 17 OCTOBER 2022 at 10:00AM wherein quorum was present, the following resolution on motion made and duly seconded, was unanimously adopted:

Board Resolution No. 2022-018

"**RESOLVED**, that amending previous resolutions to the contrary, the Board of Trustees of APO Production Unit, Inc. (the "Corporation") hereby authorizes its Executive Vice President and General Manager, Jaime H. Aldaba, Jr., to efficiently and effectively perform its functions, for and in behalf of the Corporation, in accordance with the Corporation's By-Laws."

"**RESOLVED FURTHER**, that amending previous resolutions on the same subject, the Board of Trustees of the Corporation hereby authorizes in consonance with the aforementioned resolution, Jaime H. Aldaba, Jr. to enter into, negotiate, sign and execute all agreements and contracts, as well as perform other necessary actions, for and in behalf of the Corporation, in accordance with his respective duty as Executive Vice President and General Manager. Jaime H. Aldaba, Jr. is thus appointed as Head of Procuring Entity (HOPE), effective immediately. These acts are deemed ratified by the Board of Trustees, unless otherwise revoked in a subsequent regular or special meeting of the Board of Trustees."

3. The foregoing is in force and effect and in accordance with the records of the Corporation presently in my custody.
4. There is no provision in the Articles of Incorporation or By-Laws of the Corporation prohibiting or restricting the power of the Board of Trustees to pass the foregoing resolutions, and the same are in conformity with the provisions of said Articles of Incorporation and By-Laws.

IN WITNESS HEREOF, I have hereunto affixed my hand this 21 OCT 2022 in

QUEZON CITY



ATTY. GIL CARLOS R. PUYAT
Corporate Secretary


Before me, a Notary Public for and in the above jurisdiction, this 21 OCT 2022 with personally appeared Atty. Gil Carlos R. Puyat, Exhibiting to me his LTO Driver's License with License No. N03-11-007451, known to me and known to be the same person who executed the foregoing document and acknowledged to me that the same is his own free will and voluntary act and deed.



Witness my hand and seal on the date and at the place first above-written.

Doc. No. 19
Page No. 11
Book No. VIII
Series of 2022.


ATTY. MICHAEL JOSEPH E. APINPIN
Notary Public for Quezon City
Valid Until December 31, 2022
PTR No. 0559934-1-Quezon City
IBP LHA TBAE-00000000-2022


MCLE Commission No. 2019-00000000-2025
(Extended Valid Until December 31, 2023)
Adm. Matter No. NP-119 (2022-2023)
401 Malakas Lane Brgy. Central District, Quezon City

