

## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement ("MOA") entered into by and among:

**PHILIPPINE GUARANTEE CORPORATION**, a government corporate entity duly organized under E.O. No. 58, s 2018, with office address at Jade Building, Sen. Gil J. Puyat Ave., Makati City, represented by its President and Chief Executive Officer, **MR. ALBERTO E. PASCUAL**, hereinafter referred to as "**PHILGUARANTEE**",

- and -

**DEVELOPMENT BANK OF THE PHILIPPINES**, a government financial institution created and operating pursuant to the provisions of Executive Order No. 81, dated December 3, 1986, otherwise known as the 1986 Revised Charter of the Development Bank of the Philippines, as amended by Republic Act (RA) No. 8523 dated February 14, 1998, with office address at Sen. Gil Puyat Avenue Corner Makati Avenue, Makati City, Philippines, represented by its Corporate Services Sector (CSS) Head, **EVP MARIETTA M. FONDEVILLA**, hereinafter referred to as "**DBP**".

The **PHILGUARANTEE** and **DBP** are collectively referred to as the "**PARTIES**".

### ANTECEDENTS

**Philippine Guarantee Corporation** is a government owned and controlled corporation in charge of facilitating and promoting socio-economic and regional development.

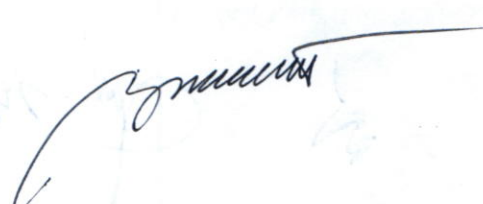
In the fulfillment of its mandate, **PHILGUARANTEE** intends to sell three (3) parcels of land (the "Project") located in Quezon Avenue corners Claro M. Recto Avenue, and Oroquieta St., Sta. Cruz, Manila more particularly described in "Annex A" of this MOA (hereinafter referred to as the "Affected Properties") and thus, **PHILGUARANTEE** desires to determine the market value (MV) of the said Affected Properties;

**DBP** is a government financial institution which has an appraisal unit with the expertise in the conduct of appraisal of real estate properties;

**PHILGUARANTEE** has determined that entering into an Agency-to-Agency Agreement with **DBP**, in accordance with Section 53(e) of the Government Procurement Reform Act (GPRA) and Section 53.5 of its Implementing Rules and Regulations, is more beneficial and advantageous for **PHILGUARANTEE** than an open and competitive public bidding;

**PHILGUARANTEE** has requested **DBP** to provide technical assistance in the appraisal of the Affected Properties and **DBP** has agreed to accommodate said request and to extend the necessary technical assistance to **PHILGUARANTEE** in the conduct of the inspection and appraisal of the said Affected Properties;

NOW THEREFORE, for and in consideration of the foregoing premises, both parties mutually agree:



## **A. Start of the Conduct of Appraisal by DBP**

1. Appraisal will commence only after:
  - a. **PHILGUARANTEE** has submitted the complete set of required documents enumerated under Section B.1 below;
  - b. The scheduled dates of inspection have been set by **PHILGUARANTEE** and **DBP**; and
  - c. Availability of the **PHILGUARANTEE** authorized surveyor and **PHILGUARANTEE** personnel and/or representative/s who are knowledgeable of the Affected Properties has been ensured.
2. Inspection/appraisal shall be scheduled on dates most convenient to all the parties.

## **B. Duties and Responsibilities of PHILGUARANTEE**

1. Prepare and submit the following documents:
  - a. Survey plan/s showing the position of the Road Right of Way (RROW) alignment of the Project as designed over the Affected Properties;
  - b. Clear photocopies of the complete titles and/or tax declarations of the Affected Properties; and
  - c. Other documents as may be required by **DBP** during the conduct of the appraisal.
2. Make available guides and/or knowledgeable **PHILGUARANTEE** personnel or representatives who should be: (i) authorized by **PHILGUARANTEE**; (ii) familiar with the Affected Properties; and (iii) can answer queries by DBP appraisers on issues related to the Affected Properties. The guides and/or **PHILGUARANTEE** personnel or representatives should be able to assist **DBP** in the inspection, appraisal, identification and pinpointing of the exact location of the Affected Properties, and closely coordinate with the registered owner/s, occupants and/or tenants on the Affected Properties, if there are any, and be present during **DBP's** inspection.

Further, as far as practicable, **PHILGUARANTEE** should notify and invite the registered owner/s and/or their representatives to be present prior to and during the conduct of appraisal and/or inspection of the Affected Properties.
3. Provide security personnel to assure the safety of DBP appraisers while conducting the appraisal, including ocular inspection. Should it be necessary **PHILGUARANTEE** shall coordinate with the Philippine National Police (PNP) having jurisdiction over the Affected Properties.
4. **PHILGUARANTEE** shall pay **DBP** the appraisal service fee in the amount of **ONE HUNDRED SEVENTY THOUSAND PESOS (Php 170,000.00)**, inclusive of applicable taxes, covering the expenses incurred by **DBP** or its representative/s in the conduct of the inspection and appraisal of the Affected Properties, such as, but not limited to, traveling expenses, gasoline expenses, supplies, and other relevant fees. The check payment shall be delivered to DBP-Property Appraisal and Credit Investigation Department (DBP-PACID), DBP Head Office, Makati City, on the same day of the release of the Appraisal Report.



### C. Duties and Responsibilities of DBP

1. Inspect the Affected Properties, as identified and determined by **PHILGUARANTEE** or its authorized surveyor. The appraisal shall be limited only to the affected land area/s.

Buildings and improvements, machinery and equipment, furniture and fixtures and other building contents, and crops, if there be any, will **not** be included in the undertaking.

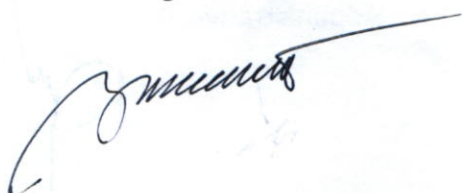
2. Appraise and determine the present MV of the Affected Properties as of the date of inspection.

The MV, as used herein, shall mean the amount in terms of money at which a property would exchange in the current market between a willing buyer and a willing seller, both having a reasonable knowledge of all the relevant facts and with equity to both.

3. Prepare and immediately submit the Appraisal Report on the Affected Properties to **PHILGUARANTEE** within **twenty (20) working days** from the last date of inspection and data gathering of the Properties' subject to paragraphs 6, 7 and 8 of this Section C. The Appraisal Report shall contain the following:

- a. Bases of valuation which also consider size, shape, location and other relevant factors in property valuation;
- b. Technical details and physical description of the Affected Properties;
- c. Photographs of the Affected Properties;
- d. BIR Zonal Value;
- e. Actual use of the Affected Properties; and
- f. The MV of the Affected Properties as of the last date of inspection, which shall be deemed final upon submission of the Appraisal Report.

4. No actual measurement shall be undertaken on the site and the affected area to be given valuation shall be based on the provided area.
5. Verification of the authenticity of the land titles with the Office of the Registry of Deeds and verification of the property classification with the respective Assessor's Office having jurisdiction over the Affected Properties are not covered under this MOA. **PHILGUARANTEE**, however, shall furnish **DBP** with clear photocopies of the complete titles and tax declarations of the Affected Properties in accordance with Sec. B.1.b of this MOA.
6. If ocular inspection could not be conducted on the scheduled date by reason of fortuitous events which are beyond the control of **DBP**, **DBP** shall immediately notify **PHILGUARANTEE** through written communications sent by ordinary or registered mail, or if there is lack of time, through facsimile transmission or electronic mail (email), by phone, including text messaging, citing the reason for postponement of the scheduled appraisal.
7. In the event that ocular inspection could not be undertaken due to any of the following instances:





- a. the refusal of the occupant or tenant of the land and/or building or improvement erected thereon, to allow DBP appraiser/s to enter the premises; or
- b. due to the hostile environment at the Affected Properties and/or within their immediate vicinity,

**DBP** shall render appraisal of the Affected Properties on a best-effort basis only.

8. **DBP** shall give priority to its in-house appraisal needs over its outside undertakings, including the technical assistance and appraisal of the Affected Properties for **PHILGUARANTEE** under this MOA. Thus, inspection of the Affected Properties may be rescheduled to prioritize DBP's in-house accounts.

#### **D. General Provisions**

1. The parties herein shall hold all the information, documents and reports obtained in the course of this MOA in **STRICT CONFIDENCE** and shall be subject to such restrictions and conditions prescribed under the pertinent laws, rules and regulations which include, among others, the Data Privacy Act, its Implementing Rules and Regulations, and circulars issued by the National Privacy Commission. Under no circumstance shall the parties use the information, document and reports obtained herein other than for the purposes as provided for in this MOA.
2. Any change in the terms of this MOA shall be upon the mutual consent of the parties and shall be made in writing and made part and parcel hereof.
3. This MOA shall take effect upon signing hereof and shall remain binding and valid until all the obligations of the parties herein have been duly performed, unless expressly terminated in accordance with paragraph 4 of this Section D.
4. Termination of this MOA shall be in writing and shall take effect **within thirty (30) working days** from notice. Termination/Cancellation of this Agreement at any time prior to **DBP's** delivery of the Appraisal Report shall entitle **DBP** to be paid for its work completed prior to its receipt of written cancellation notice.
5. This MOA shall be binding between the parties, their successors and assigns.
6. DBP appraiser/s, by reason of this appraisal, shall have no obligation to give testimony or attendance in court or to any government body or agency.
7. The valuation rendered by **DBP** on the Affected Properties shall be deemed final upon submission of its Appraisal Report.
8. **DBP** shall have no obligation to participate in the negotiations of **PHILGUARANTEE** with the registered owners/claimants of the Affected Properties regarding the acquisition nor entertain queries from them, nor shall DBP be compelled to prepare reports/advisories in addition to the Appraisal Report.
9. This MOA shall be governed by Philippine laws. All disputes, controversies or claims arising out of, or in connection with, this MOA shall, in the first instance, be settled within thirty (30) calendar days through amicable means, such as, but not limited to mutual discussion.

Should the dispute remain unresolved by the end of the aforementioned period, the dispute shall be resolved pursuant to Uniform Rules on Dispute Resolution under Presidential Decree No. 242 (Prescribing Procedure for Administrative Settlement of

Claims and Controversies Between or Among Government Offices, Agencies, Instrumentalities, including Government-Owned and Controlled Corporations, and for Other Purposes).

10. In case of acquisitions, mergers, consolidations and/or change in the name of **DBP**, the latter or its successor/s-in-interest shall become a party hereto, having all the rights and obligations of **DBP** under the terms and conditions of this MOA, provided, that **DBP** shall give **PHILGUARANTEE**, a written notice **within fifteen (15) business days** after the effectivity of such acquisition, merger, consolidation and/or change in name.
11. The parties acknowledge that no fee or commission or benefit was extended to their respective officers and employees in consideration for entering into this MOA except for the aforementioned appraisal service fee.

IN WITNESS WHEREOF, the parties have hereto signed this MOA this \_\_\_\_ day of \_\_\_\_\_, 2021 in Makati City.

**PHILIPPINE GUARANTEE  
CORPORATION  
(PHILGUARANTEE)**

**DEVELOPMENT BANK OF THE  
PHILIPPINES (DBP)**

By:

  
**ALBERTO E. PASCUAL**  
President and Chief Executive Officer

By:

  
**EVP MARIETTA M. FONDEVILLA**  
Head, DBP Corporate Services Sector  
(CSS)

SIGNED IN THE PRESENCE OF:

  
**SVP RAFAEL P. DELOS SANTOS**

  
**FVP MARIE CIELO T. VERAN**



## ACKNOWLEDGMENT

**REPUBLIC OF THE PHILIPPINES)**  
Makati City) SS.

BEFORE ME, personally appeared the following:

NAME	COMPETENT EVIDENCE OF IDENTITY	PLACE ISSUED	DATE
Development Bank of the Philippines (DBP)	DBP TIN 000-449-609-000		
DBP representative: EVP Marietta M. Fondevilla	DBP ID 0072656 - MAR	Makati City	

known to me to be the same person who executed the foregoing instrument and who acknowledged to me that the same is her free and voluntary act and deed as well as those of the principal she represents. This instrument, which consists of seven (7) pages, refers to a Memorandum of Agreement and signed by the parties and their instrumental witnesses on each and every page.

IN WITNESS THEREOF, I have set my hand and seal this 21 day of JUN 21 2021, 2021.

**NOTARY PUBLIC**

Doc. No. 358  
Page No. 71  
Book No. VII  
Series of 2021.

  
Atty. CHERYLLE E. QUINTOS-SANTILLAN

Notary Public

Appointment No. M-398

Makati City, Until December 31, 20121

10<sup>th</sup> Flr DBP Bldg, Sen Gil Puyat Ave., Makati City

Roll No. 51632, IBP No. 139590

PTR Exempt Under RA7160

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

\_\_\_\_\_ ) SS.

**MAKATI CITY**

BEFORE ME, personally appeared the following:

NAME	COMPETENT EVIDENCE OF IDENTITY	PLACE ISSUED	DATE
Philippine Guarantee Corporation (PHILGUARANTEE)	TIN 000-597-323-000		
PHILGUARANTEE representative: PCEO Alberto E. Pascual	Driver's License No. N06-73- 009938	Quezon City	August 22, 2018

known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is his free and voluntary act and deed as well as those of the principal he represents. This instrument, which consists of seven (7) pages, refers to a Memorandum of Agreement and signed by the parties and their instrumental witnesses on each and every page.

IN WITNESS THEREOF, I have set my hand and seal this 01 JUL 2021 day of \_\_\_\_\_, 2021.

Doc. No. 741  
Page No. 14  
Book No. W  
Series of 2021.

**MA. VICTORIA B. MARCELLANA**

Roll No. 40182

**NOTARY PUBLIC**

Notary Public for Makati City

Appointment No. M-290(2020-2021)

Jade Bldg. 335 Ser. Gil J. Puyat Ave., Makati City

IBP OR No. 145-46, 1/6/21, Albay Chapter

PTR No. 8530428, 1/4/21, Makati City

MCLE Compliance No. VII-6000279, 4/14/25

POSTAL CASH

100.00





## ANNEX "A"

**SUBJECT: Request for the conduct of Updated Appraisal/Market Value**  
Old Bilibid Compound (OBC), located at the Corner Quezon Avenue Claro M.  
Recto Avenue and Oroquieta St., Sta. Cruz, Manila

Affected Properties:

	NAME OF CLAIMANT/OWNER	TCT NO.	AREA (SQ. M.)
1	REPUBLIC OF THE PHILIPPINES	10989	60,857
2	REPUBLIC OF THE PHILIPPINES	233202	7,640
3	REPUBLIC OF THE PHILIPPINES	233203	15,545

