

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into by and between:

DepEd Region IV-A CALABARZON, with office address at Gate 2, Karangalan Drive, Cainta, Rizal, herein represented by its **Regional Director, WILFREDO E. CABRAL** (hereafter referred to as the **Procuring Entity**);

and

APO PRODUCTION UNIT, INC., a Recognized Government Printer (RFG) and a Government-Owned and Controlled Corporation (GOCC), with office address at 2/F PIA Building, Visayas Avenue, Diliman, Quezon City, herein represented by its **Chairman and President, MICHAEL J. DALUMPINES** (hereafter referred to as the **Servicing Agency**);

The Procuring Entity and the Servicing Agency shall be collectively called "**PARTIES**";

WITNESSETH:

WHEREAS, the Department of Education issued DepEd Order No. 012, s. 2020 entitled "Adoption of the Basic Education Learning Continuity Plan for School Year 2020-2021 in Light of the COVID-19 Public Health Emergency" specified that to observe physical distancing and community quarantine being among the measures to contain COVID-19, schools and community learning centers are closed for physical conduct of classes and ensure learning continuity through the **deployment of multiple learning delivery modalities**, one of which is the **Self-Learning Modules** that shall be made available in print and offline/online digital formats;

WHEREAS, the Procuring Entity, in response to DepEd Order No. 012, s. 2020 shall be printing and delivering the 3rd Quarter Self-Learning Modules (SLMs) for all the learners of DepEd Region IV-A CALABARZON;

WHEREAS, the Servicing Agency is the lone Recognized Government Printer (RGP) to submit a price quotation for the Printing and Delivery of the Self-Learning Modules for DepEd CALABARZON;

WHEREAS, as per BAC Resolution No. 38, s. 2020, the approved procurement method for the printing and delivery of 3rd Quarter Self-Learning

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Modules is **Negotiated Procurement (Agency to Agency)** which shall be undertaken by the Procuring Entity and the Servicing Agency;

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agrees and bind themselves as follows:

Article I GENERAL PROVISIONS

1. This Agreement between the **Procuring Entity** and the **Servicing Agency** shall be for the printing and delivery of the 3rd Quarter SLMs.
2. The following marked Annexes, attached hereto, shall be deemed to form part and made an integral part of this Agreement:

Annex "A" Terms of Reference

Annex "B" BAC Resolution No. 38, s. 2020

Annex "C" Price Quotation from the Servicing Agency.

Annex "D" SDO Address and Contact Persons

Annex "E" Computation on the price of SLMs.

Article II OBLIGATION OF THE SERVICING AGENCY

1. The **Servicing Agency** shall print and deliver the 3rd Quarter SLMs in compliance with the terms and conditions of this agreement;
2. The **Servicing Agency** shall deliver the 3rd Quarter SLMs to the identified Schools Division Offices of DepEd Region IV-A CALABARZON. (See Annex "D");
3. The contract period to print and deliver the 3rd Quarter SLMs shall commence on **January 10, 2020** until **February 26, 2021**, the last day of complete delivery;
3. In case of delay in the printing and delivery of the SLMs by the **Servicing Agency**, the Servicing Agency shall be liable to pay the Procuring Entity liquidated damages at the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual complete delivery or performance pursuant to GPPB Resolution No. 02-2020.

Article III OBLIGATION OF PROCURING ENTITY

1. The **Procuring Entity** shall provide the Servicing Agency with the contents and layouts to be followed in the printing of the SLMs indicated in the Terms of Reference (Annex A);

2. Upon complete delivery and acceptance of all concerned Schools Division Offices of the printed SLMs, the **Procuring Entity** shall pay the Servicing Agency the total amount as stated in **Article IV** of this Agreement;

3. In case of delay by the Servicing Agency and the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the **Procuring Entity** has the following options: (a) Terminate the contract pursuant to the Guidelines on Termination of Contract; or (b) Allow the Servicing Agency to continue the works without prejudice to the continued imposition of liquidated damages until the works have been completed. Liquidated damages is an amount equal to or at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual complete delivery or performance pursuant to GPPB Resolution No. 02-2020;

Article IV Terms of Payment

1. The computation on the price of the 3rd Quarter SLMs is hereto attached as **Annex "E"**.

2. Upon complete delivery and acceptance of the Schools Division Offices of the SLMs, and after submission of the **Statement of Billing Account** together with all other documentary requirements by the **Servicing Agency**, the **Procuring Entity** shall pay, within (15) working days, the sum representing the full total contract price amounting to **Php. 167,518,626.00**.

3. In case of delay in the payment of the contract price by the Procuring Entity, the Procuring Entity, by way of reciprocal obligations, shall be liable to pay the Servicing Agency the accrued legal interests as may be provided for by law.

Article IV AMENDMENTS

Amendment or modification of any of the terms and conditions of this Agreement shall be valid and binding provided it is evidenced by a subsequent written Supplemental Memorandum of Agreement duly executed and signed by the respective authorized representatives of both parties.



Article V
MISCELLANEOUS PROVISIONS

1. The parties are independent of each other, and nothing in this Agreement shall be construed so as to constitute the parties as partners, joint ventures, agents, employees or representatives of the other for any purpose whatsoever.
2. If any part of this Agreement is declared unenforceable or void by a court of competent jurisdiction, the rest of the Agreement shall nevertheless remain in full force and effect.
3. No failure, omission or delay of any of the parties in exercising any of its rights, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid and binding unless made in a written Supplemental Memorandum of Agreement and signed by the party's authorized representative.
4. It is further stipulated and expressly understood that existing laws, rules, regulations in so far as not inconsistent or modified by the contract, shall form part and parcel of this Agreement.
5. In case of conflict arising from this Agreement, both parties shall agree to freely and voluntarily submit themselves to proper Mediation and Arbitration proceedings pursuant to Presidential Decree No. 242 and other related laws on mediation and arbitration.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of December 2020 at Cainta, Rizal. Philippines.

**DEPED REGION IV-A CALABARZON
INC.**

By:


WILFREDO E. CABRAL
Regional Director

APO PRODUCTION UNIT,

By:


MICHAEL J. DALUMPINES
Chairman and President

SIGNED IN THE PRESENCE OF:


ANN GERALYN T. PELIAS
Chief Administrative Officer
Administrative Division


DOMINICE E. TAJON
Sales and Marketing Manager

REPUBLIC OF THE PHILIPPINES)
City of QUEZON CITY S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for QUEZON CITY, Philippines, this DEC 15 2020 day of December 2020, the parties personally appeared:

NAME	GOVERNMENT ISSUED ID NO.
WILFREDO E. CABRAL Regional Director	DRIVER LICENSE # DQS-97-024704
MICHAEL J. DALUMPINES Chairman and President	

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a **MEMORANDUM OF AGREEMENT** consisting of **five (5) pages** (exclusive of attachments), including this page on which this Acknowledgment is written and signed by the parties hereto and their instrumental witness on the left-hand margin of each and every page hereof.

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

ATTY. JASON B. DE BELEN
PTR No. 92698
Adm. No. NP-019 Notary Public (2020-2021)
Unit 1, 1st Floor, Bldg. 1, 1st Floor, Bldg. 1
NOTARY PUBLIC
No. 7 Panay Ave. cor. Sgt. Borromeo St. Q.C.
IBF AR No. 13154868: QC 1-2-2020
PTR No. 9269808 ; QC 1-2-2020
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