

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, FRANCIS CESAR B. BRINGAS** (hereafter referred to as the **Procuring Entity**);

-and-

APO PRODUCTION UNIT, INC., a Recognized Government Printer (RGP) and a Government-Owned and Controlled Corporation (GOCC), with office address at 2nd Floor PIA Bldg., Visayas Avenue, 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 a Joint Memorandum DM-OUCI-2021-195 and OUCI-2021-309 for the provision of learning resources for Quarters 1 and 2 SY 2021-2022;

WHEREAS, the Procuring Entity in response to the above-mentioned Joint Memorandum shall be printing and delivering the 2nd Quarter Self-Learning Modules (SLMs) for KS2 and KS3 learners of DepEd Region IV-A CALABARZON;

WHEREAS, the Servicing Agency is the 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. BR01-21-146 s. 2021, the approved procurement method for the printing and delivery of KS2 2nd Quarter SLMs (Lot I) is through **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 agree 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 2nd Quarter SLMs for KS2 learners (Lot I).
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"	Price Quotation from the Servicing Agency
Annex "C"	SDO Address and Contact Persons
Annex "D"	Computation on the price of the SLMs

ARTICLE II

OBLIGATION OF THE SERVICING AGENCY

1. The **Servicing Agency** shall print and deliver the KS2 2nd Quarter SLMs (Lot I) in compliance with the terms and conditions of this agreement;
2. The Servicing Agency shall deliver the KS2 2nd Quarter SLMs (Lot I) to the identified Schools Division Offices of DepEd Region IV-A CALABARZON. (See Annex "D");
3. The Contract period to print and deliver the KS2 2nd Quarters SLMs (Lot I) must be done on or before November 15, 2021.
4. Delivery and unloading shall be done only during office hours between 8:00 am to 5:00 pm, Monday to Friday except holidays;
5. 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 KS2 2nd Quarter SLMs (Lot I) is hereto attached as **Annex "D"**.
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 **ONE HUNDRED SEVENTY-NINE MILLION THREE HUNDRED FIFTY ONE THOUSAND SIXTY EIGHT PESOS (Php179,351,068.00)**.
3. In case of delay in the payment of the contract price by the **Procuring Entity**, the Procuring, 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 V 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 VI 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 8th day of October 2021 at Cainta, Rizal, Philippines.


DEPED REGION IV-A CALABARZON

By:

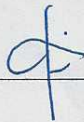

FRANCIS CESAR B. BRINGAS
Regional Director

APO Production Unit

By:


MICHAEL J. DALUMPINES
Chairman and President

WITNESSES:




Dominic F. Tajon
Sales & Marketing Manager

ACKNOWLEDGMENT

BEFORE ME a Notary Public for and in Quezon City, on this OCT 15 2021 day of OCT 15 2021 the following personally appeared.

This instrument, consisting of () pages, including the page on which this acknowledgment is written, has been signed on each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

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Series of 2021


ATTY. JASON G. DE BELEN
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PTR No. 0598847; QC 1-4-2021
MCLE VI-0022012; 4-14-22