



Republic of the Philippines
Department of Education
REGION IV-A CALABARZON
GATE 2, KARANGALAN VILLAGE
1900 CAINTA, RIZAL



NOTICE OF AWARD

January 27, 2022

FRANCISCO V. VALES, JR

Director IV

National Printing Office

EDSA corner NIA North Road, Diliman

Quezon City

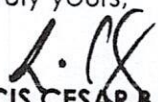
Dear Mr. Vales:

We are pleased to inform you that the **PRINTING AND DELIVERY OF LOT I - QUARTER 3 AND LOT II- QUARTER 4 SELF-LEARNING MODULES (SLMS) FOR SY 2021-2022** for DepEd Region IV-A CALABARZON, is hereby awarded to you in the amount of **FIVE HUNDRED FIFTY FOUR MILLION NINE HUNDRED SEVEN THOUSAND NINE HUNDRED EIGHTY SIX PESOS AND 10/100 (Php554,907,986.10)**, based on the terms and conditions in accompanying bid submitted on December 16, 2021, pursuant to Section 53.5 "Agency to Agency" of the 2016 Revised Implementing Rules and Regulations.

You are hereby required to formally enter into a Memorandum of Agreement with this Office within five (5) calendar days from the receipt of this Notice of Award. Failure to enter into the said contract shall constitute a sufficient ground for cancellation of this award.

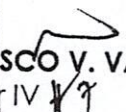
For your information and compliance.

Very truly yours,


FRANCIS CESAR B. BRINGAS

Regional Director

Conforme:


FRANCISCO V. VALES, JR

Director IV

National Printing Office

Date: January 27, 2022



"EXCELLENCE is a CULTURE and QUALITY is a COMMITMENT"

Trunkline: 02-8682-5773/8684-4914/8647-7487

Website: depedcalabarzon.ph

Document Inquiry : <https://r4a-teadoc.com/inquire>

Facebook: DepEd R-4A Calabarzon



Republic of the Philippines
Department of Education
REGION IV-A CALABARZON
GATE 2, KARANGALAN VILLAGE
1900 CAINTA, RIZAL



NOTICE TO PROCEED

February 3, 2022

FRANCISCO V. VALES, JR

Director IV
National Printing Office
EDSA corner NIA North Road, Diliman
Quezon City

Dear Mr. Vales:

Please be informed that the Memorandum of Agreement for the **PRINTING AND DELIVERY OF 3RD AND 4TH QUARTER SELF-LEARNING MODULES (SLMS) FOR SY 2021-2022** has been approved. In view thereof, notice is hereby given to your company to complete the work until **February 18, 2022 for 3rd Quarter and March 31, 2022 for 4th Quarter** and that work may proceed effective immediately upon receipt of this notice.

Further, please be reminded that you shall be responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the **DepEd, Regional Office IV-A CALABARZON**.

Very truly yours,


FRANCIS CESAR B. BRINGAS
Regional Director

I acknowledge receipt of this Notice on February 3, 2022

Name of the Representative of the Bidder: _____

Authorized Signature: _____ 7



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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-

NATIONAL PRINTING OFFICE, a Recognized Government Printer (RGP) with office address at EDSA corner NIA North Road, Diliman, Quezon City, herein represented by its **Director IV, FRANCISCO V. VALES, JR.** (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-2021-565 entitled "Addendum to Joint Memorandum No. OM-OUCI-2021-539 on the Conduct of Early Procurement Activities for the Development and Production of Self-Learning Modules for SY 2021-2022";

WHEREAS, the Procuring Entity in response to the above-mentioned Joint Memorandum shall procure the printing and delivery of the 3rd and 4th Quarter Self-Learning Modules (SLMs) for SY 2021-2022 of DepEd Region IV-A CALABARZON;

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

WHEREAS, as per BAC Resolution No. BR01-21-249 s. 2021, the approved procurement method for the printing and delivery of 3rd and 4th Quarter SLMs for SY 2021-2022 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;

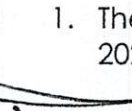
CHERYL F. PABAC, RN, MPA
Chief, PPCO

**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 and 4th Quarter SLMs for SY 2021-2022.
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 3rd and 4th Quarter SLMs for SY 2021-2022 in compliance with the terms and conditions of this agreement;
 2. The Servicing Agency shall deliver the 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 SLMs shall end as follows:
3rd Quarter SLMs for SY 2021-2022 - February 18, 2022
4th Quarter SLMs for SY 2021-2022 - March 31, 2022
 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, 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;

CHERYL F. SABADO, RN, MPA
Chief, PPCD

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 price of the 3rd and 4th Quarter SLMs for SY 2021-2022 shall be based on the price quotation submitted by the servicing agency hereto attached as **Annex "B"**.
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 **FIVE HUNDRED FIFTY-FOUR MILLION NINE HUNDRED SEVEN THOUSAND NINE HUNDRED EIGHTY-SIX PESOS AND 10/100 (Php554,907,986.10)**.
3. In case of delay in the payment of the contract price by the **Procuring Entity**, the latter, 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.

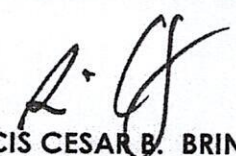
CHERYL F. SABAGO, RN, MPA
Chief, PPCD

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 FEB 02 2022 day of February 2022 at Cainta, Rizal, Philippines.

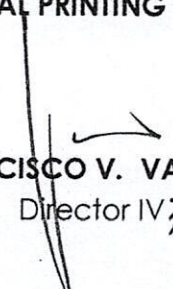
DEPED REGION IV-A CALABARZON

By:

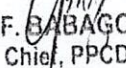

FRANCIS CESAR B. BRINGAS
Regional Director

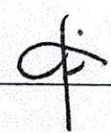
NATIONAL PRINTING OFFICE

By:


FRANCISCO V. VALES, JR.
Director IV

WITNESSES:


CHERYL F. SABAGO, RN, MPA
Chief, PPCD


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

ACKNOWLEDGMENT

QUEZON CITY

BEFORE ME, a Notary Public in and for _____, Philippines, this ____ day of **FEB 2022** the parties personally appeared:

NAME	GOVERNMENT ISSUED ID NO.
FRANCIS CESAR B. BRINGAS Regional Director	

FRANCISCO V. VALES, JR.
Director IV

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.

NOTARY PUBLIC

ATTY. ELISEO S. CALMA, JR.
Notary Public - Quezon City

ROLL NO. 60183

PTR No. 2454359D / Jan. 03, 2022

IRF No. 141058, Jan. 04, 2021


MCLE Comp. by 01-002817 until April 14, 2022

ADJ Matter No. NP-067

Until December 31, 2021

Extended as Commission Under B.M. 3795 Until June 30, 2022

Doc. No. 57;
Page No. 11;
Book No. 818
Series of 2022.


CHERYL SABIDO, RN, MPA
Chief, PCO