

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 DepEd Order No. 012, s. 2022 entitled "Policy Guidelines for the Provision of Learning Resources and Needed Devices and Equipment and Funding Relevant Activities for the Implementation of Basic Education – Learning Continuity Plan" establish the guidelines on the release, utilization, monitoring, and reporting of funds for the production, printing, reproduction, delivery or procurement of learning resources and needed devices and equipment, as well as funding relevant activities that will enable DepEd to implement programs, projects, and activities in the implementation of BE-LCP;

WHEREAS, in line with this, the Procuring Entity, undertake the urgent and necessary development, production and provision of learning resources, in accordance with its mandate;

WHEREAS, the Procuring Entity, in response to DepEd Order No. 012, s. 2022 shall ensure that appropriate learning materials are made available and that the necessary materials are engaged and made available in a timely and efficient manner;

WHEREAS, the Servicing Agency is a Recognized Government Printer (RGP) submitted a price quotation for the Printing and Delivery of the **QUARTER 4 SELF-LEARNING MODULES (SLMS) FOR SY 2021-2022**;

WHEREAS, the Servicing Agency shall print and deliver the **QUARTER 4 SELF-LEARNING MODULES (SLMS) FOR SY 2021-2022** of DepEd Region IV-A CALABARZON;

WHEREAS, as per BAC Resolution No. BR01-22-76 s. 2022, the approved procurement method for the printing and delivery of the **QUARTER 4 SELF-LEARNING MODULES (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;

Article I GENERAL PROVISIONS

1. This Agreement between the **Procuring Entity** and the **Servicing Agency** shall be for the printing and delivery of the **QUARTER 4 SELF-LEARNING MODULES (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" Request for Quotation (RFQ)
Annex "B" BAC Resolution No. BR01-22-76 s. 2022
Annex "C" Price Quotation from the Servicing Agency
Annex "D" SDO Address and Contact Persons
Annex "E" Computation on the number of modules to be procured

ARTICLE II OBLIGATION OF THE SERVICING AGENCY

1. The **Servicing Agency** shall print and deliver the **QUARTER 4 SELF-LEARNING MODULES (SLMS) FOR SY 2021-2022** in compliance with the terms and conditions of this agreement;
2. The Servicing Agency shall deliver the **QUARTER 4 SELF-LEARNING MODULES (SLMS) FOR SY 2021-2022** to the identified Schools Division Offices of DepEd Region IV-A CALABARZON. (See Annex "D");
3. The Contract period to print and deliver the **QUARTER 4 SELF-LEARNING MODULES (SLMS) FOR SY 2021-2022** must be done **on or before APRIL 22, 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 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 **QUARTER 4 SELF-LEARNING MODULES (SLMS) FOR SY 2021-2022** 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 Agency**, the **Procuring Entity** shall pay, **within (15) working days**, the sum representing the full total contract price amounting to **NINETY THREE MILLION ONE HUNDRED SEVENTY EIGHT THOUSAND TWO HUNDRED EIGHTY PESOS (Php93,178,280.00)**
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 1 day of April, 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:

BERYL R. DAZAC, RN, MPD
Chief, PCD

City of QUEZON CITY S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for QUEZON CITY, Philippines, this APR 06 2022 day of April 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.

Doc. No. 11;
Page No. 3;
Book No. VII;
Series of 2022.

NOTARY PUBLIC

[Signature]
ATTY. ROGELIO J. SOLIVAR
NOTARY PUBLIC IN QUEZON CITY
Commission No. Adm. Matter No. NP 204 (2021-2022)
IBP O.R. No. 132134 MD 2021 & IBP O.R. No. 133076 MD 2021
PTR O.R. No. 24512580 N/521 / Roll No. 33432 / TIN# 129-871-009
MCLE No. VI-003076-2021-2022 valid until 04/11/22 Quezon City
Address: 1111 A. Ave. St. Cebu, Q.C.

[Signature]
FRANCISCO V. VALES, JR.
Director IV

[Signature]
CHERYL L. SAGAN, JR.
Chit. PPO