



Republic of the Philippines
Department of Education
REGION IV-A CALABARZON

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, ATTY. ALBERTO T. ESCOBARTE** (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 **Executive Vice-President and General Manager, JAIME H. ALDABA JR.** (hereafter referred to as the **Servicing Agency**);

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

WITNESSETH:

WHEREAS, this Office received the Sub-Allotment Release Order (SARO) with number OSEC-4A-22-0762 in the amount of One Billion One Hundred Ninety Million Two Hundred Seventy-Four Thousand Pesos (Php1,190,274,000.00) for the Provision of Learning Resources for SY 2022-2023 in the Implementation of Basic Education Learning Continuity Plan (BE-LCP);

WHEREAS, based on the SARO above, there is a remaining fund in the amount of Two Hundred Eighty-Nine Million One Hundred Seventy-Four Thousand One Hundred Ninety Eighty Pesos (Php289,174,198.00).

WHEREAS, the BAC and Head of the Procuring Entity decided to use the remaining fund for the printing and delivery of SLMs for SY 2023-2024 in order to reduce learning gaps; to make available sufficient copies for various suspension of in-person classes caused by unpredictable weather condition, and to ensure learning continuity;

WHEREAS, as per BAC Resolution No. BR01-2023-101, the approved procurement method for the printing and delivery of SLMs for KS2 and KS3 for SY 2023-2024 is through **Negotiated Procurement (Agency to Agency)** which shall be undertaken by the Procuring Entity and the Servicing Agency;

WHEREAS, on April 18, 2023, the BAC sent Request for Quotations (RFQs) to National Printing Office (NPO) and APO Production Unit, Inc. (APO), a Recognized Government Printers (RGPs);



Address: Gate 2, Karangalan Village, Cainta, Rizal, 1900
Telephone Nos.: 02-8682-2114
Email Address: region4a@deped.gov.ph
Website: depedcalabarzon.ph



Certificate No. PHP QMS
22 93 0085

WHEREAS, in response **National Printing Office (NPO) and APO Production Unit, Inc. (APO)** submitted their respective proposals before the deadline for the submission of bids, offering the financial bids, as read:

NAME OF SUPPLIER	AMOUNT PER PAGE
NATIONAL PRINTING OFFICE (NPO)	Php0.65
APO PRODUCTION UNIT INC. (APO)	Php0.645

WHEREAS, after evaluation of the quotations and letter-reply submitted with attached certificate, it was determined that the offer of **APO PRODUCTION UNIT INC. (APO)** provides the most advantageous term to this Office;

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 SLMs for KS2 and KS3 for SY 2023-2024.
2. The following marked Annexes attached hereto, shall be deemed to form part and made an integral part of this Agreement:

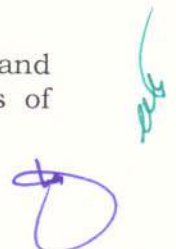
Annex "A"	Terms of Reference
Annex "B"	Price Quotation from the Servicing Agency
Annex "C"	SDO Address and Contact Persons
Annex "D"	Computation on the price of the SLMs

ARTICLE II OBLIGATION OF THE SERVICING AGENCY

1. The **Servicing Agency** shall print and deliver the SLMs for for KS2 and KS3 for SY 2023-2024 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 be complete within **sixty (60) calendar days upon receipt of the Notice to Proceed**;
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 price of SLMs for KS2 and KS3 for SY 2023-2024 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 **TWO HUNDRED EIGHTY-NINE MILLION ONE HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED NINETY-EIGHT PESOS (Php289,174,198.00)**.
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.

11 MAY 2023

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 11 day of May 2023 at Cainta, Rizal, Philippines.

DEPED REGION IV-A CALABARZON

APO PRODUCTION UNIT, INC.

By:
ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

By: 
JAIME H. ALDABA JR
Director IV

WITNESSES:


Dominic F. Tajon
Sales & Marketing Manager

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____, Philippines, this _____ day of _____, 2023, the parties personally appeared:

11 MAY 2023

May 11, 2023

NAME	GOVERNMENT ISSUED ID NO.
ATTY. ALBERTO T. ESCOBARTE Regional Director	
JAIME H. ALDABA JR. Executive Vice-President and General Manager	

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 **four (4) 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

Doc. No. 25;
Page No. 5;
Book No. 335;
Series of 2023.

ATTY. JASON G. DE BELEN
Roll No. 36259
Adm. No. NP 070 Notary Public
Notary Public for Quezon City
My Commission expires on December 31, 2023
No. 7M Sct. Borromeo St. cor. Panay Ave., Q.C.
IBP No. 259495; Q.C.; 1-3-2023
PTR No. 4007196; Q.C.; 1-3-2023
MCLE VII-0019570; 5-30-22