

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-

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, RENATO P. ACOSTA** (hereafter referred to as the **Servicing Agency**);

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

WITNESSETH:

WHEREAS, DepEd Region IV-A CALABARZON received an allocation funds in the amount of **THREE HUNDRED SIXTY-SIX MILLION SEVEN HUNDRED FORTY-EIGHT THOUSAND PESOS (Php366,748,000.00)** for the production and delivery of Self-Learning Modules for FY 2024;

WHEREAS, the Procuring Entity in response processed the procurement of the printing and delivery of Quarter 4 Grades 5, 6 and 8 Self-Learning Modules (SLMs) for Fiscal Year (FY) 2024 of DepEd Region IV-A CALABARZON;

WHEREAS, as per BAC Resolution dated December 20, 2023, the approved procurement method for the printing and delivery of Quarter 4 Grades 5, 6 and 8 SLMs for FY 2024 is through **Negotiated Procurement (Agency to Agency)** which shall be undertaken by the Procuring Entity and the Servicing Agency;

WHEREAS, on January 19, 2024, the BAC sent Request for Quotation (RFQ) to National Printing Office (NPO), a Recognized Government Printers (RGPs).

WHEREAS, in response **National Printing Office (NPO)** submitted its proposal in the amount of Php0.65 per page.

WHEREAS, after evaluation of the quotations with attached certificate, it was determined that the offer of the **National Printing Office (NPO)** 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 Quarter 4 Grades 5, 6 and 8 SLMs for FY 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 (RFQ)**
- Annex "B" Price Quotation from the Servicing Agency**
- Annex "C" SDO Address and Contact Persons**
- Annex "D" Computation or Allocation on the price of the SLMs**


ENGR. NEIL L. MACARAEG
 ACTING CHIEF, PPCD

**ARTICLE II
OBLIGATION OF THE SERVICING AGENCY**

1. The **Servicing Agency** shall print and deliver the Quarter 4 Grades 5, 6 and 8 SLMs for FY 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 **forty-five (45) calendar days from receipt of the complete and approved layout;**
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.


RENATO P. ACOSTA
 DIRECTOR IV

**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 the Quarter 4 Grades 5, 6 and 8 SLMs for FY 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 **THREE HUNDRED SIXTY-SIX MILLION SEVEN HUNDRED FOURTY-EIGHT THOUSAND PESOS (Php366,748,000.00)**.
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.
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

ENGR. NEIL L. MACARAEG
ACTING CHIEF, PPCD

RENATOR P. ACOSTA
DIRECTOR IV

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 January 2024 at Cainta, Rizal, Philippines.

DEPED REGION IV-A CALABARZON

NATIONAL PRINTING OFFICE

By:

ATTY. ALBERTO T. ESCOBARTE,
Regional Director

By:

RENATO P. ACOSTA
Director IV

WITNESSES:

ENGR. NEIL L. MACARAEG
ACTING CHIEF, PPCD

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for QUEZON CITY, Philippines, this JAN 30 2024 day of January 2024, the parties personally appeared:

NAME	GOVERNMENT ISSUED ID NO.
ATTY. ALBERTO T. ESCOBARTE Regional Director	
RENATO P. ACOSTA 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 **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.

Doc. No. 1;
Page No. 1;
Book No. V;
Series of 2024.

NOTARY PUBLIC

Atty. DONATO C. MANGUIAT
Notary Public

Commission No. NP-030 (Expires Dec. 31, 2025)

IBP No. 376983, December 27, 2023 QC

PTR No. 5555056, January 2, 2024, QC

Attorney's Roll No. 34845

MCLE Compliance VII No. 0019777

Issued on May 31, 2022, Valid Until April 14, 2025

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