



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 **President, ATTY. GIL CARLOS R. PUYAT** (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-Central Office issued a Joint Memorandum dated November 20, 2024 relative to the Guidelines on the release and utilization of additional **Fiscal Year (FY) 2024 Flexible Learning Options – Learning Resources (FLO-LRs) Fund** amounting **One Hundred Forty-One Million Four Hundred Four Thousand Eight Hundred Eighty Pesos (Php141,404,880.00)** to the Regional Offices (ROs) by the Department of Budget and Management (DBM).

WHEREAS, based on the allocation, DepEd Region IV-A CALABARZON received an amount of **Seventy-Three Million Three Hundred Sixty-Three Thousand Two Hundred Sixty-Four Pesos (Php73,363,264.00)** for the production and delivery of Learning Activity Sheets (LAS)/Worksheets.

WHEREAS, as per BAC Resolution No. BR01-2025-23, the approved procurement method for the production and delivery of Learning Activity Sheets (LAS)/Worksheets is through **Negotiated Procurement (Agency to Agency)** which shall be undertaken by the Procuring Entity and the Servicing Agency.

WHEREAS, on January 15, 2025, the BAC sent Request for Quotations (RFQs) to National Printing Office (NPO) and APO Production Unit, Inc. (APO), a Recognized Government Printers (RGPs).

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:



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 03 0084

Description	NPO Unit Price/per page	APO Unit Price/per page
Size: 8.27" x 11.69" (A4) size	Php0.65	Php0.60
Paper Type: Bondpaper 60gsm		
Color: Full Color		

WHEREAS, after evaluation of the quotations 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 Learning Activity Sheets (LAS)/Worksheets for DepEd Region IV-A CALABARZON.
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 Learning Activity Sheets (LAS)/Worksheets in compliance with the terms and conditions of this agreement;
2. The Servicing Agency shall deliver the LAS/Worksheets to the identified Schools Division Offices of DepEd Region IV-A CALABARZON. (See Annex "D");
3. The Contract period to print and deliver the LAS/Worksheets shall be complete within **sixty (60) calendar days upon receipt of the Notice to Proceed**;
4. The goods shall be packed, labeled, and delivered to their destination. The Servicing Agency shall bear costs of inland transportation, insurance, and other services required to convey the goods to their final destination;
5. Delivery and unloading shall be done only during office hours between 8:00 am to 5:00 pm, Monday to Friday except holidays. The Receiving Personnel reserves the right to refuse to receive/accept delivered goods made before 8:00am or after 5:00pm and on non-working days;
6. The Servicing Agency shall replace all rejected goods, and complete under delivery within seven (7) calendar days from receipt of a Notice of Rejection and under delivery from the Receiving Personnel.

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7. The goods shall be properly packed based on the allocation/list per recipient and placed in unused corrugated box and sealed to withstand rough handling;
8. Each box shall contain the intended allocation, wrapped and sealed in plain plastic for adequate protection against moisture and water damage;
9. Each box shall be properly labeled to indicate the following: Title, Quantity, Name of recipient and address;
10. The maximum weight per box should not be more than 20 kilos;
11. In case of delay in the printing and delivery of the LAS/Worksheets 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 LAS/Worksheets indicated in the Terms of Reference (Annex A);
2. Upon complete delivery and acceptance of all concerned Schools Division Offices of the printed LAS/Worksheets, 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 LAS/Worksheets 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 LAS/Worksheets 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 thirty (30) working days**, the sum representing the full total contract price amounting to **SEVENTY-THREE MILLION THREE HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED SIXTY-FOUR PESOS (Php73,363,264.00)**.
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 04 FEB 2025 day of February 2025 at Cainta, Rizal, Philippines.

DEPED REGION IV-A CALABARZON

APO PRODUCTION UNIT, INC.

By: 
ATTY. ALBERTO T. ESCOBARTE,
Regional Director

By: 
ATTY. GIL CARLOS R. PUYAT
President

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 QUEZON CITY, Philippines, this 04 FEB 2025 day of February 2025, the parties personally appeared:

NAME	GOVERNMENT ISSUED ID NO.
ATTY. ALBERTO T. ESCOBARTE Regional Director	
ATTY. GIL CARLOS R. PUYAT President	

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. 170;
Page No. 50;
Book No. 11;
Series of 2025.

Atty. DONATO C. MANGULAT
~~Notary Public~~
 Commission No. NE-010 (Expires December 31, 2025)
 IBP No. 376989, 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
 Office Address: No. 2 Marunong St., Brgy. Central, QC

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