



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-

NATIONAL PRINTING OFFICE, a Recognized Government Printer (RFG) and a National Government Agency (NGA), with office address at EDSA cor NIA North Road, Diliman, Quezon City, herein represented by its **Director IV, ATTY. RUTH MAUREEN C. RILLON** (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 intends to procure Printing and Delivery of Learning Packets for Key Stage 1 (Grades 1-3) and DepEd Dynamic Learning Program (DLP) Learning Activity Sheets and Teacher's Notes for Grades 7-8, Quarter 3.

WHEREAS, DepEd Region IV-A CALABARZON Approved Budget Allocation (ABC) is **SEVENTY MILLION FOUR HUNDRED THIRTY-NINE THOUSAND SEVEN PESOS (Php70,439,007.00)** for the **PRINTING AND DELIVERY OF LEARNING PACKETS FOR KEY STAGE 1 (GRADES 1-3) AND DEPED DYNAMIC LEARNING PROGRAM (DLP) LEARNING ACTIVITY SHEETS AND TEACHER'S NOTES FOR GRADES 7-8, QUARTER 3.**

WHEREAS, on November 12, 2025, the Bids and Awards Committee (BAC), BAC Secretariat, TWG and representative from the End-User conducted a pre-procurement conference to discuss the said allotment and the mode of procurement for the said project

WHEREAS, due to time constraints, the learning materials which are essential for this School Year need to be procured and obligated before the end of this year. The BAC proposed to send Request for Quotations (RFQ) to APO Production Unit, Inc. (APO) and National Printing Office (NPO).

WHEREAS, in 2010, Republic Act 9970 (GAA of 2010) was enacted, Section 29 of which provided that the printing of Accountable Forms and Sensitive High Quality/Volume requirements shall only be undertaken by the three (3) RGPs, which are NPO, BSP and APO. The President's Veto Message provided that the implementation of Section 29 shall be subject to the guidelines to be issued by the GPPB. This provision was reiterated in the succeeding GAAs, i.e. RA 10147 (GAA of 2011) and RA 10155 (GAA of 2012);

WHEREAS, Pursuant to said mandates, GPPB issued Resolutions 05-2012 and 04-2011 reflecting the policy adopted by the Legislature that the printing of Accountable Forms and Sensitive High Quality/Volume requirements shall only be undertaken by NPO, BSP and APO, and providing the Guidelines for the engagement of the services of the appropriate RGP.

WHEREAS, on December 1, 2025, the BAC thru its Secretariat, initiated the procurement activity by sending quotation to APO Production Unit, Inc. (APO) and National Printing Office (NPO);

WHEREAS, in response APO and NPO submitted its proposal before the deadline for the submission of bids, offering the financial bids, as read:

Name of Bidder	Unit Cost per page
APO Production Unit, Inc.	Php0.65
National Printing Office	Php0.65

WHEREAS, after review evaluation of the quotations with the attached certificate, it was determined that the offer of **APO Production Unit, Inc.** and **National Printing Office** complied with the requirements issued by this Office;

WHEREAS, in view of the recently concluded project by APO where there was delay in the delivery and some problems incurred relative to the packaging of the learning materials, the BAC and End-user agreed and approved to award the project to **NPO**;

WHEREAS, the BAC and End-user determined that the offer of NPO provided the most advantageous term to this Office;

WHEREAS, the BAC approves the offer of **NATIONAL PRINTING 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 Packets for Key Stage 1 (Grades 1-3) and DepEd Dynamic Learning Program (DLP) Learning Activity Sheets and Teacher's Notes for Grades 7-8, Quarter 3.
2. The following marked Annexes attached hereto, shall be deemed to form part and made an integral part of this Agreement:

- | | |
|------------------|--|
| Annex "A" | Price Quotation from the Servicing Agency |
| Annex "B" | SDO Address and Contact Persons |
| Annex "C" | Computation on the price of the Learning Packets for Key Stage 1 (Grades 1-3) and DepEd Dynamic Learning Program (DLP) Learning Activity Sheets and Teacher's Notes for Grades 7-8, Quarter 3 |
| Annex "D" | Distribution List |
| Annex "E" | Address of Drop of Point |

ARTICLE II OBLIGATION OF THE SERVICING AGENCY

1. The **Servicing Agency** shall print and deliver the Learning Packets for Key Stage 1 (Grades 1-3) and DepEd Dynamic Learning Program (DLP) Learning Activity Sheets and Teacher's Notes for Grades 7-8, Quarter 3.
2. The Servicing Agency shall deliver the Learning Packets and DLP Learning Activity Sheets and Teacher's Notes to the identified Schools Division Offices of DepEd Region IV-A CALABARZON. (See Annex "C").
3. The Contract period to print and deliver the Learning Packets and DLP Learning Activity Sheets and Teacher's Notes shall be complete within **thirty (30) calendar days upon approval of the printed sample.**
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 the delivery within seven (7) calendar days from receipt of a Notice of Rejection and under instruction from the Receiving Personnel.
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 Learning Packets and DLP Learning Activity Sheets and Teacher's Notes 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 Section 71.1.4 of RA 12009.

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 Learning Packets and DLP Learning Activity Sheets and Teacher's Notes.
2. Upon complete delivery and acceptance of all concerned Schools Division Offices of the printed Learning Packets and DLP Learning Activity Sheets and Teacher's Notes, 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


 ENGR. BENIGNO M. CABRAL
 Acting Chief, PPCD

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 Section 71.1.4 of RA 12009.

ARTICLE IV TERMS OF PAYMENT

1. The price of Learning Packets and DLP Learning Activity Sheets and Teacher's Notes shall be based on the price quotation submitted by the servicing agency hereto attached as **Annex "A"**.
2. Upon complete delivery and acceptance of the Schools Division Offices of the Learning Packets and DLP Learning Activity Sheets and Teacher's Notes 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 MILLION FOUR HUNDRED THIRTY-NINE THOUSAND SEVEN PESOS (Php70,439,007.00)**.

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.


 ENGR. BENEVOLO M. CABRAL
 Acting Chief, PPCD



IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of _____ at _____, Philippines.

DEC 18 2025

DEPED REGION IV-A CALABARZON

NATIONAL PRINTING OFFICE

By:



ATTY. ALBERTO T. ESCOBARTE,
Regional Director

By:



ATTY. RUTH MAUREEN C. RILLON
Director IV

WITNESSES:



VIERNALYN M. NAMA
Chief, CLMD

DepEd Region IV-A CALABARZON



ENGR. BENEDITO M. CABRAL
Acting Chief, PPCD

REPUBLIC OF THE PHILIPPINES)
S.S

ACKNOWLEDGMENT

QUEZON CITY

BEFORE ME, a Notary Public in and for _____, Philippines, this
DEC 18 2025, the parties personally appeared:

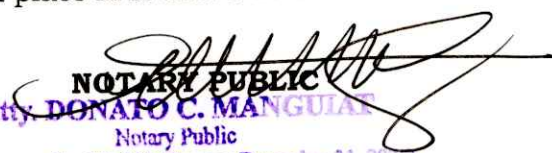
NAME	GOVERNMENT ISSUED ID NO.
ATTY. ALBERTO T. ESCOBARTE Regional Director	DepEd Employee No. 4529876
ATTY. RUTH MAUREEN C. RILLON Director IV	

who are 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. 741
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Book No. X411
Series of 2025.



NOTARY PUBLIC
Atty. DONATO C. MANGUIAT
Notary Public
Commission No. NP-030 (Expires December 31, 2025)
IBP No. 483603, December 15, 2024, QC
PTR No. 6989466, January 02, 2025, QC
Attorney's Roll No. 34845
MCLE Compliance VIII No. 0038964
Issued on June 23, 2025, Valid until April 14, 2028