

Republic of the Philippines Department Of Education

Regional Office IX, Zamboanga Peninsula

PURCHASE ORDER

Supplier:

NATIONAL PRINTING OFFICE

2024-06-141

Address:

TIN:

EDSA corner NIA North Road, Diliman, Quezon City Date

Purchase Order No.:

SEPTEMBER 20, 2024

Mode of Procurement: **NEGOTIATED PROCUREMENT -**AGENCY-TO-AGENCY

Gentlemen:

Please furnish this office the following articles subject to the terms and conditions contained herein:

Place of Delivery:		Recipient Schools Divisions in Region IX	Delivery Term:		FOB Destination	
Date of De	livery: Qu	AFTERS 192:30 CD; QUARTERS 394: 60 CD	Payment Terr	m:	90 Days	
Stock No.	Unit	Item Description	Quantity	Unit cost	Total Amount	
1	Lot	Quarter 1	1	47,585,232.95	47,585,232.95	
		Quarter 2	1	19,711,404.80	19,711,404.80	
		Quarter 3	1	23,266,605.45	23,266,605.45	
		Quarter 4	1	19,823,756.10	19,823,756.10	
				,		
		**This also serves as your Notice to Proceed				
		Procurement of Printed Self Learning Modules (SLMs) for SY 2024-2025				
Total Amount:		One Hundred Ten Million Three Hundred Eighty Six Thousand Nine Hundred Ninety Nine & 30/100 Pe			₱110,386,999.30	

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.

Very truly yours,

UENTES, CESO IV

Regional Director

Conforme:

Directo over Printed Name -24

Date

Funds Available:

ALOBS No .:

Amount:

es. Corazon C. Aquino Regional Government Center, Balintawak, Pagadian City, 7016

₱110,386,999.30

WAREN Y. INDOC

Accountant III

ORD-BAC-PO-2024-06-141











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MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into by and between:

represented by its Regional Director, Dr. Ruth L. Fuentes, CESO IV (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**, **RENATO P. ACOSTA** (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, Regional Office IX particularly the Curriculum Learning and Management Division – Learning Resource Management Section determined the need to procure Printed Self-Learning Modules for SY 2024-2025;

WHEREAS, the Servicing Agency is the Recognized Government Printer (RGP) to submit a price quotation for the Door-to-Door Delivery to the Recipient Schools Divisions in Region IX of the Printed Self-Learning Modules for SY 2024-2025;

WHEREAS, as per BAC Resolution No. 2024 063 141, the approved procurement method for the Door-to-Door Delivery to the Recipient Schools Divisions in Region IX of the Printed Self-Learning Modules for SY 2024-2025 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

- This Agreement between the **Procuring Entity** and the **Servicing Agency** shall be for the Door-to-Door Delivery to the Recipient Schools Divisions in Region IX of the Printed Self-Learning Modules for SY 2024-2025;
- 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" BAC Resolution No. 2024 06 141

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Price Quotation from the Servicing Agency Annex "C"

Schools Division Offices Addresses and Contact Persons Annex "D" Computation on the price of Printed Self-Learning Modules Annex "E"

for SY 2024-2025

Article II OBLIGATION OF THE SERVICING AGENCY

- 1. The Servicing Agency shall Deliver door-to-door to the Recipient Schools Divisions in Region IX the Printed Self-Learning Modules for SY 2024-2025 in compliance with the terms and conditions of this agreement;
- 2. The Servicing Agency shall coordinate with the Procuring Entity relative to the Pre-delivery Inspection, as well as the Inspection and Acceptance upon delivery of the said SLMs in accordance with DepEd Order No. 041, s. 2021;
- 3. The Servicing Agency shall provide the Procuring Entity with the Schedule of deliveries of the SLMs:
- 4. The Servicing Agency shall deliver door-to-door to the Recipient Schools Divisions in Region IX the Printed Self-Learning Modules. (See Annex "D")
- 5. The Contract Period to deliver the Printed Self-Learning Modules is as follows:

	Delivery Schedule
Quarter 1	Within thirty (30) calendar days from execution of
Quarter 2	this memorandum of agreement
Quarter 3	Within sixty (60) calendar days from execution of
Quarter 4	this memorandum of agreement

- 6. Delivery and unloading shall be done only during office hours between 8:00am to 5:00pm, Monday to Friday except holidays;
- 7. 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);



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- 2. As per DepEd Order No. 041, s. 2021, DepEd Region IX Inspectorate Team of the Procuring Entity shall conduct Pre-Delivery Inspection;
- 3. As per DepEd Order No. 041, s. 2021, DepEd Region IX Inspectorate Team of the Procuring Entity shall conduct an Inspection and Acceptance upon delivery of the said SLMs in accordance with the aforesaid DO;
- 4. Upon complete delivery and acceptance of all concerned Schools Divisions Offices of the printed SLMs, the **Procuring Entity** shall pay the Servicing Agency the total amount as stated in **Article IV** of this Agreement;
- 5. 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; (b) Allow the Servicing Agency to continue the works without prejudice to the continued imposition or 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 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 and quantity of the Printed Self-Learning Modules is hereto attached as **Annex "E"**.
- 2. Upon complete delivery of Printed Self-Learning Modules, the **Servicing Agency** will submit the complete Acknowledgment Receipt to process the partial billing. Upon completion of 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 the remaining amount, **within (15) working days**, the sum representing the full total contract price amounting to #110,386,999.30
- 3. In case of delay in the payment of the contract price by **the Procuring Entity**, the Procuring, by the 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

Amendments 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 if this Agreement is declared unenforceable or void by a court of competent jurisdictions, 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 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 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 2014 day of Set. 2024 at PAGEDIAP CITY, Philippines.

By:

RUTH L. FUENTES, CESO, IV
Regional Director

WITNESSES:

ENGR. BENEDIGI L'SAGUN
ACTING CHIEF, PPCD

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Republic	of the	the	Philippin	nes)
		511W = _)S.S.

ACKNOWLEDGMENT

BEFORE ME, personally came and appeared this	at
, Philippines;	

Name	Competent Proof of Identity		Issued by/on/Valid Until		
RUTH L. FUENTES, CESO, IV			,	i .	
RENATO P. ACOSTA	D-14-05-308425	LTD	9-4-23	1-4-33	

known to me and to me known to be the same persons who executed and voluntarily signed the foregoing Memorandum of Agreement which they acknowledged before me as their free and voluntary act and deed.

This instrument, consisting of five (5) pages, including the page on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses.

WITNESS MY HAND AND SEAL.

ATTY. REINERIO E. RAMAS

GE No. 77

BOOK No. YIII

IBP O.R No. 168178: 1/3/24 PTR No. 5906782; 1/2/24 gadian City, Zamboanga del Sur

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Republic of the Philippines

Department of Education

REGIONAL OFFICE IX- ZAMBOANGA PENINSULA

BAC RESOLUTION NO. 2024 06 141

RESOLUTION RECOMMENDING NEGOTIATED PROCUREMENT THROUGH AGENCY-TO-AGENCY AS AN ALTERNATIVE METHOD OF PROCUREMENT AND RECOMMENDING THE AWARD OF CONTRACT TO THE NATIONAL PRINTING OFFICE (NPO) OF THE ATTACHED PURCHASE REQUEST NO. 2024 06 141

WHEREAS, the Bids and Awards Committee of DepEd RO-IX, Regional Government Center, Balintawak Pagadian City, has agreed to issue recommendation to the Regional Director regarding the mode of procurement for the "Procurement of Printed Self Learning Modules (SLMs) for SY 2024-2025" to be delivered door-to-door to the recipient schools divisions in Region IX;

WHEREAS, a comparative study was conducted between the price quotations of National Printing Office (NPO) and APO Production Unit, Incprinters acknowledged by the government to undertake sensitive and of high quality or high volume printing requirements for other government agencies;

Item Description	National Printing Office (NPO)	APO Production Unit, Inc.
Module Size:		
8.25" X 10.75" (Portrait)	₱ 0.85 per page	₱ 1.00 per page
Paper Requirement:		
Cover: Foldcote Cal. Solid		
White		
Inside Pages: Uncoated		
Book Paper, 70 gsm		
Colors:		
Cover. 4 Colors/1 Color		
with 1 side UV Coating		
Inside Pages: 4 Colors/1		
color		
Binding:		
Saddle Stitched		

WHEREAS, upon examination of said purchase request and the supporting documents required for the procurement, the BAC Members find that the purchase was in accordance with the provision of IRR Rule XVI Section 53.5 of RA- NO. 9184 with the following reasons, to wit:













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Republic of the Philippines

Department of Education

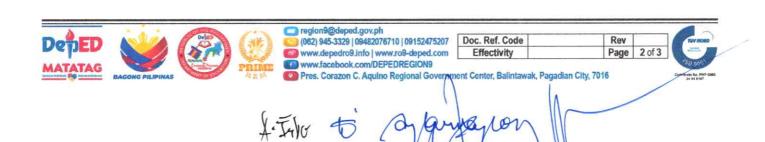
REGIONAL OFFICE IX- ZAMBOANGA PENINSULA

- 1. That entering into an Agency-to-Agency Agreement with National Printing Office (NPO) is more efficient and economical for the government;
- 2. That National Printing Office (NPO) is mandated to provide printing services to government agencies and instrumentalities;
- 3. That NPO Servicing Agency has the absorptive capacity to undertake the project; and
- 4. That NPO owns or has access to the necessary tools and equipment required for the project.

NOW THEREFORE, upon the motion of LUCMAN L. MANUPAC, Ed.D. duly seconded by RUEL A. SALDUA, Ed.D. the BAC hereby recommends to the Regional Director that NEGOTIATED PROCUREMENT - AGENCY-TO-AGENCY be applied as the mode of procurement.

BE IT RESOLVED, AS IT IS HEREBY RESOLVED that the BAC recommends to the Regional Director that NEGOTIATED PROCUREMENT - AGENCY-TO-AGENCY be applied as the mode of procurement.

Approved unanimously this 29th day of August, 2024.





Republic of the Philippines

Department of Education

REGIONAL OFFICE IX- ZAMBOANGA PENINSULA

I HEREBY CERTIFY TO THE CORRECTNESS OF THE AFOREMENTIONED RESOLUTION.

Prepared by:

RBAC Secretariat

PROVISIONAL MEMBERS:

MR. ALLAN M. ESBER **End-User Representative**

MR. EDGARDO D. GAVENIA **TWG**

REGULAR MEMBERS:

MANUPAC, Ed.D.

ATTY. TRIXIE MARCEL H. PENALES

RBAC Member

RBAC Member

RBAC Vice Chairman (Alternate) Presiding Officer

Recommending Approval:

GREGORIO CYRUS R. ELEJORDE, Ed.D., CESO V

Assistant Regional Director

APPROVED: DISAPPROVED:

DR. RUTH L. FUENTES, CESO IV

Regional Director

BAC RESOLUTION NO. 2024 06 141













Pres. Corazon C. Aquino Regional Government Center, Balintawak, Pagadian City, 7016

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