

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into this ___ March 2021 by and between the following:

The **DEPARTMENT OF BUDGET AND MANAGEMENT**, a government agency duly organized and existing under the laws of the Republic of the Philippines with principal office address at General Solano St., San Miguel, Manila, represented herein by its **SECRETARY, WENDEL E. AVISADO**, hereinafter called the "**DBM**";

-and-

The **NATIONAL PRINTING OFFICE**, a government agency duly organized and existing under the laws of the Republic of the Philippines with office address at EDSA corner NIA North Road, Diliman, Quezon City, represented by its **DIRECTOR, FRANCISCO V. VALES, JR.**, hereinafter called the "**NPO**";

Collectively, the "**Parties**";

WITNESSETH:

WHEREAS, the DBM, particularly its Administrative Service (AS), is in need of printing services for the production of Employee's Leave Cards;

WHEREAS, the CY 2021 Annual Procurement Plan of the DBM includes the Project, "Printing of Employee's Leave Card," with an Approved Budget for the Contract of P27,000.00;

WHEREAS, Section 23 of the General Provisions of the FY 2021 General Appropriations Act (GAA), Republic Act (RA) No. 11518, provides, among others, that all agencies of the government shall engage the services of the NPO, Bangko Sentral ng Pilipinas (BSP), and APO Production Unit, Inc. (APO) as Recognized Government Printers (RGPs) for the printing of accountable forms and sensitive, high quality or high volume requirements;

WHEREAS, given that the Employee's Leave Cards are considered as accountable forms and/or sensitive, high quality and high volume printing requirement of the DBM and in accordance with the Guidelines on the Procurement

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FRANCISCO V. VALES, JR.
Director IV

CHERYL F. ABAYON, MPA
Acting Chief PPCD

of Printing Services,¹ on February 19, 2021, the DBM-Bids and Awards Committee (BAC) issued Requests for Quotation to APO, BSP and NPO to determine which RGP is the most capable in performing the printing services required for the Project;

WHEREAS, after careful review and evaluation of the quotations submitted by APO and NPO, the DBM-BAC found that NPO is the most capable RGP to perform the required printing services, with the most advantageous terms for the DBM;

WHEREAS, NPO submitted a quotation² for the Employee's Leave Cards in the total amount of Twenty-Five Thousand Pesos (P25,000.00) and a Certification which states the following:

1. that NPO, as an RGP, has the mandate to provide printing services to government agencies and instrumentalities;
2. that NPO owns or has access to the necessary tools and equipment to exercise and fulfill its mandate;
3. that NPO has the absorptive capacity to undertake the aforementioned printing requirements of the DBM; and
4. that NPO shall not engage the services of sub-contractors;

WHEREAS, item 4.5 of the Guidelines on the Procurement of Printing Services provides that the procuring entity shall then engage the services of the appropriate RGP through an Agency-to-Agency Agreement pursuant to Section 53.5³ of the 2016 Revised Implementing Rules and Regulations (IRR) of RA No. 9184;

WHEREAS, item 6 (d) of the Implementing Guidelines on Agency-to-Agency Agreements, issued by the Government Procurement Policy Board (GPPB) through Resolution No. 018-2007 dated May 31, 2007, provides that the use of Agency-to-Agency Agreement shall be subject to the prior approval of the Secretary, as the Head of the Procuring Entity (HoPE), upon recommendation of the BAC;

WHEREAS, in accordance with Section V.D.5(c.iii) of Annex "H" of the 2016 Revised IRR of RA No. 9184, the DBM-BAC, through Resolution No. 2021-12, recommended to the Secretary of the DBM as the HoPE, that the contract for the Project, "Printing of Employee's Leave Card," in the amount of Twenty Five Thousand Pesos (P25,000.00) be awarded to NPO through an Agency-to-Agency Agreement, pursuant to Section 53.5 of the same IRR of RA No. 9184;

¹ Appendix 20 of the 2016 Revised IRR of RA No. 9184

² Annex A

³ Agency-to-Agency. Procurement of Goods, Infrastructure Projects and Consulting Services from another agency of the GoP, such as the DBM-PS, which is tasked with a centralized procurement of Common-Use Supplies for the GoP in accordance with Letters of Instruction No. 755 and EO No. 359, s. 1989.

WHEREAS, the aforesaid recommendation of the DBM-BAC was subsequently approved by the Secretary of the DBM as the HoPE;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, stipulations and agreements, the Parties have agreed, as they do hereby agree, and bind themselves as follows:

1. The following documents shall form and be read and construed as part of this Memorandum of Agreement (MOA):

- Annex A – Submitted Quotation
- B – Submitted Certification
- C – Notice of Award

2. In consideration of the payments to be made by the DBM pursuant to this MOA, NPO hereby covenants with the DBM to print and deliver the Employee's Leave Cards in accordance with the following Technical Specifications:

| Leave Cards | |
|--------------------------|--|
| Quantity | 1,000 pieces |
| Size | 8-1/2" x 14" |
| Paper Stock/Type | Tagboard |
| Printing | Two-sided Printing |
| Color | One Color |
| Delivery schedule | Within 21 calendar days after approval of the sample |

3. Further, NPO warrants the following:
 - i. that NPO, as an RGP, has the mandate to undertake the printing of the Employee's Leave Cards;
 - ii. that NPO owns or has access to the necessary tools and equipment to exercise and fulfill its mandate;
 - iii. that NPO has the absorptive capacity to undertake the aforementioned printing requirements of the DBM; and
 - iv. that NPO shall not engage the services of sub-contractors.
4. The DBM hereby covenants to pay NPO, upon satisfactory completion of the printing and delivery of the Employee's Leave Card, the amount of Twenty Five Thousand Pesos (P25,000.00).
5. The period for the performance of the obligations under this MOA shall not go beyond the validity of the appropriation for this Project.

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FRANCISCO V. VALES, JR.
Director IV


CHERYL PABLO RN, MPA
Acting Chief PPCD

6. Entire Agreement. The Parties agree that this MOA, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the Parties are included in this MOA, including the attached Annexes, except as set forth herein.
7. Confidentiality. The Parties are required to maintain the confidentiality of information which shall pertain to those which: (i) are by its nature confidential; (ii) are designated by the Parties as such; and (iii) they know or ought reasonably to know are confidential. Disclosure of any confidential information may only be made upon consent of the party to whom the confidential information belong or pertain to.
8. Governing Law. This MOA shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any action brought to enforce or interpret this MOA shall be brought to the courts of the City of Manila to the exclusion of all other courts.
9. Good Faith. The Parties undertake to act in good faith with respect to each other's rights under this MOA and to adopt all reasonable measures to ensure the realization of the objectives of this MOA.

IN WITNESS WHEREOF, the Parties hereto have signed this MOA on this ___ day of March 2021 at General Solano St., San Miguel, Manila, Philippines.


DEPARTMENT OF BUDGET AND MANAGEMENT

By:



WENDEL E. AVISADO
 Secretary

NATIONAL PRINTING OFFICE

By:


FRANCISCO V. VALES, JR.
 Director IV

SIGNED IN THE PRESENCE OF:


THEA MARIE CORINNE F. PALARCA
 Director IV
 DBM-Administrative Service


CHERYL F. SABIDO, RN, MPA
 Acting Chief PPCD

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MANILA, METRO MANILA) S.S.

BEFORE ME, a Notary Public for and in the City of _____, Philippines on this
___ day of _____, 2021, personally appeared the following:

NAME **VALID ID** **VALID UNTIL**

WENDEL E. AVISADO

DBM ID No. 4601

FRANCISCO V. VALES, JR. _____

known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This MOA for the Printing of Employee's Leave Card was signed by the Parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this _____ day of _____, 2021.

Doc. No 121 ;
Page No 25 ;
Book No 21 ;
Series of 2021.

ATTY. GARY CAMITAN AURE
NOTARY PUBLIC, ROLL NO. 60777
PTR No. 9826451 issued on Jan 4, 2021 until Dec. 31, 2021 Manila
JEP License No. 51665 issued on Feb. 2, 2016
Commission No. 2021-058 issued on Jan 31, 2021 until Dec. 31, 2021 Manila
MCLE No. VI-0006796 issued on Feb. 20, 2016 at Pasig, City Valid Until April 14, 2022
Office Address: G/F YMCA Building, 350 Antonio Villegas Street, Ermita, Manila

FRANCISCO V. VALES, JR.
Director IV

[Signature]
CHERYL EBATICO, RN, MPA
Acting Chief PPCD

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