

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into this ___ January 2019 by and between:

The **Department of Budget and Management**, a government agency duly organized and existing under the laws of the Republic of the Philippines with office address at General Solano St., San Miguel, Manila, represented by its Secretary, **BENJAMIN E. DIOKNO**, hereinafter called "**DBM**";

and

The **APO Production Unit, Inc.**, a government agency duly organized and existing under the laws of the Republic of the Philippines with office address at 2nd Floor, Philippine Information Agency Building (PIA), Visayas Avenue, Brgy. Vasra, Quezon City, Philippines, represented by its Chairman, **MICHAEL J. DALUMPINES**, hereinafter called "**APO**";

WITNESSETH THAT:

WHEREAS, the DBM, as part of its mandate to formulate and implement the National Budget, annually prints Budget Documents;

WHEREAS, pursuant to Appendix 20 (Guidelines on the Procurement of Printing Services) of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184, the printing of Accountable Forms and Sensitive High Quality/Volume Requirements shall only be undertaken by recognized government printers (RGPs), namely: (a) Banko Sentral ng Pilipinas (BSP); (b) National Printing Office (NPO); and (c) APO Production Unit, Inc. (APO);

WHEREAS, the DBM, through an "Agency-to-Agency" mode of procurement and by issuing Bids and Awards Committee (BAC) Resolution No. 2019-___, determined that APO Production Unit, Inc. is the most capable to perform the printing service in the most advantageous terms for the procuring entity after the former submitted the Single Calculated and Responsive Quotation in the amount of **SEVENTEEN MILLION EIGHT HUNDRED FIFTY SEVEN THOUSAND THREE HUNDRED SEVENTY EIGHT PESOS (P17,857,378.00)**, as reflected in Annex A;

WHEREAS, the aforesaid recommendation of the BAC was approved by the Head of Procuring Entity (HoPE), Secretary Benjamin E. Diokno;

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

Scope of the Agreement

- A. APO binds itself to deliver the following Budget Documents, consistent with the Technical Specifications set forth in Annex B:

Document Title	No. of Copies
FY 2020 National Budget Call	1000
FY 2020 Corporate Budget Call	150
FY 2020 National Expenditure Program Vol. I	750
FY 2020 National Expenditure Program Vol. II	700
FY 2020 National Expenditure Program Vol. III	700
General Provisions and Special Purpose Funds (NEP)	250
FY 2020 General Appropriations Act (GAA) Vol. 1A	1000
FY 2020 GAA Vol. 1B	1000
FY 2020 GAA Vol. 2	1000
FY 2020 Budget Expenditure and Sources of Financing (Table)	1000
FY 2020 Fiscal Risk Statement	750
FY 2020 Staffing Summary	1000
FY 2020 Technical Notes on the Proposed Budget (BEST Text)	1200
FY 2020 President's Budget Message	1500

B. Said documents shall be delivered within the following timelines:

- i. All the copies of the National Expenditure Program (NEP), Budget Expenditure and Sources of Financing (BESF-Tables), and Staffing Summary within the ten (10) to twelve (12) calendar days of printing until the scheduled date of submission of the President's Budget to Congress; and with at-least twenty (20) advance copies delivered five (5) days ahead of the rest of the copies;
- ii. All copies of the PBM not later than the day of submission of the President's Budget to Congress, with the submission of the PBM

manuscripts for printing in less than three (3) but at least one (1) calendar day prior to the submission, to deliver an advanced set of printed PBM copies on the day of the submission of the President's Budget to Congress;

- iii. At least twenty (20) advance copies of the GAA, for signature of the President, at least five (5) days ahead of the scheduled signing of the GAA; and
- iv. All other delivery conditions stated in Annex B.

C. In addition, APO also binds itself to perform the following, as may be necessary:

- i. Make several last minute revisions, which may require the temporary stoppage of printing to reflect said revisions and still be able to comply with the scheduled delivery date; and
- ii. Exclusively serve the needs of the DBM in the duration of the printing of the abovementioned documents, and prioritize the same over the other clients.

D. Further, APO warrants that it has the in-house capability to print all of the required documents according to their technical specifications and within the delivery deadlines, considering the contingencies mentioned above and that it has the machinery in stock and in good working condition for the simultaneous printing of the said documents. It shall also undertake the printing requirements itself and shall not sub-contract any portion thereof to other printers.

Confidentiality

E. 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 is confidential. Disclosure of any confidential information may only be made upon consent of the party to whom the confidential information belongs or pertains to.

Governing Law

F. 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 in the courts of the City of Manila to the exclusion of all other courts.

Good Faith

G. 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.

Non-Waiver of Right

H. The failure of either party to enforce any provision of this MOA shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this MOA.

Paragraph Headings

- I. The titles to the paragraphs of this MOA are solely for the convenience of the Parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this MOA.

IN WITNESS WHEREOF, the parties to this Agreement have hereto set their hands on the date and place stated above.

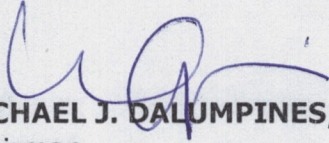
DEPARTMENT OF BUDGET AND MANAGEMENT

By:

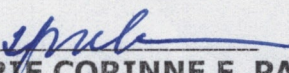

BENJAMIN E. DIOKNO
Secretary

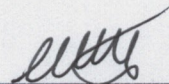
APO PRODUCTION UNIT, INC.

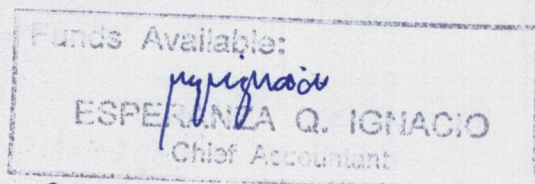
By:


MICHAEL J. DALUMPINES,
Chairman

SIGNED IN THE PRESENCE OF:


THEA MARIE CORINNE F. PALARCA
Director, Administrative Service
Department of Budget and Management


DOMINIC F. TAJON
Sales and Marketing Manager



ORSH-021011012019-01.26

1/16/2019

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in City of MANILA this JAN 21 January 2019, personally appeared the following:

NAME	I.D. and ID No.	DATE/PLACE OF ISSUE
Benjamin E. Diokno	DBM ID No. 0005	Manila, Philippines
Michael J. Dalumpines	_____	_____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and place above written.

Doc. No. 13
Page No. 3
Book No. 2411
Series of 2019.

ATTY. GARY CAMITAN AURE
NOTARY PUBLIC, ROLL NO. 60777
PTR No. 8020875 Issued on Dec. 27, 2018 Until Dec. 31, 2019 Manila
IBP Lifetime No. 614599 Issued on Feb. 2, 2016
Commission No. 2018-072 Issued on Feb. 28, 2018 Until Dec. 31, 2019 Manila
MCLE No. VI-0006796 Issued on Feb. 20, 2018 at Pasig City Valid Until April 14, 2022
Office Address: Room 306 3F NFWC Bldg. Escoda Corner San Marcelino St. Ermita, Manila
TIN No. 719-033-727-000