

## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into this 10 JUN 2020 March 2020 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, **WENDEL E. AVISADO**, 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/President, **MICHAEL J. DALUMPINES**, hereinafter called "**APO**";

WITNESSETH THAT:

**WHEREAS**, the DBM, as part of its mandate to formulate and implement the National Budget, annually 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 three Recognized Government Printers (RGPs), namely: (a) Bangko 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. 2019-79, 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 **TWENTY MILLION FOUR HUNDRED FORTY FIVE THOUSAND AND SEVEN HUNDRED TWELVE PESOS ONLY (P20,445,712.00)**, as reflected in Annex A;

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

**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 A:

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Document Title	No. of Copies
FY 2021 National Expenditure Program Vol. I	750
FY 2021 National Expenditure Program Vol. II	700
FY 2021 National Expenditure Program Vol. III	700
FY 2021 General Provisions and Special Purpose Funds (NEP)	250
FY 2021 General Appropriations Act (GAA) Vol. 1A	1000
FY 2021 GAA Vol. 1B	1000
FY 2021 GAA Vol. 2	1000
FY 2021 GAA Annex	1000
FY 2021 Budget Expenditure and Sources of Financing (Table)	1000
FY 2021 Fiscal Risk Statement	750
FY 2021 Staffing Summary	1000
FY 2021 Technical Notes on the Proposed Budget (BEST Text)	1200
FY 2021 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.

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## 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:

  
**WENDEL E. AVISADO**  
Secretary



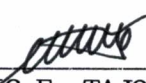
### APO PRODUCTION UNIT, INC.

By:

  
**MICHAEL J. DALUMPINES**  
Chairman/President

**SIGNED IN THE PRESENCE OF:**

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

  
**DOMINIC F. TAJON**  
Manager, Sales and Marketing  
APO Production Unit, Inc.

### CERTIFIED FUNDS AVAILABLE

  
**JEFFREY DM. GALARPE**  
Officer-in-Charge, ACCOUNTING DIVISION

ORS No: 021011012020-05-644

ORS Date: 05/19/2020

**ACKNOWLEDGMENT**

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

**BEFORE ME**, a Notary Public for and in City of MANILA this 10 JUN 2020  
2020.

NAME	I.D. and ID No.	DATE/PLACE OF ISSUE
Wendel E. Avisado	DBM ID No. <u>4601</u>	Manila, Philippines
Michael J. Dalumpines	Passport No. <u>S0010920A</u>	<u>10 August 2017/DFA Manila</u>

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.

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Book No. VII  
Series of 2020.

  
**ATTY. LEONARDO A. SARMIENTO III**  
Notary Public for the City of Manila  
Notarial Commission No. 2020-049  
Until December 31, 2021  
517 Lakandula St., Tondo, Manila  
Roll of Attorneys No. 55618  
PTR No. 9298818/02-14-20 (2020) Mla  
IBP No. 094879/11-12-19 (2020) Mla  
MCLE No. VI-0022748/04-02-19