



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE OF AWARD

0:1 AUG 2023

MR. HERMAN EMILIANO M. MEDINA-CUE

President
APO Production Unit, Inc.
NEDA Complex, Government Center
Diliman, Quezon City

Dear **Mr. Medina-Cue**:

We are pleased to inform you that the contract for the Project, "Supply and Delivery of Leave Cards," in the amount of Sixty-Three Thousand Pesos (P63,000.00), is hereby awarded to the APO Production Unit, Inc.

Thank you and God Bless.

Very truly yours,


AMENAH F. PANGANDAMAN
Secretary

*Received by:
Benito P. Pangandaman
8/27/23*



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE TO PROCEED

AUG 29 2023

MR. HERMAN EMILIANO M. MEDINA-CUE

President

APO Production Unit, Inc.
NEDA Complex, Government Center
Diliman, Quezon City

Dear **Mr. Medina-Cue**:

This is to inform your agency that the performance of the obligations specified in the attached Memorandum of Agreement for the Project, "Supply and Delivery of Leave Cards," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (the Government Procurement Reform Act).

Thank you and God Bless.

Very truly yours,


AMENAH F. PANGANDAMAN
Secretary

I acknowledge receipt and acceptance of this Notice on 29 AUGUST 2023.

Name of Authorized Representative: HERMAN EMILIANO M. MEDINA-CUE
President

Signature:  _____

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into this _____ 2023 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, AMENAH F. PANGANDAMAN**, hereinafter called the "**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 EDSA corner NIA North Road, Diliman, Quezon City, represented by its **PRESIDENT, HERMAN EMILIANO M. MEDINA-CUE**, hereinafter called the "**APO**";

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 2023 Supplemental Annual Procurement Plan No. 4 of the DBM includes the Project, "Supply and Delivery of Leave Cards," with an Approved Budget for the Contract of Ninety-One Thousand Forty Pesos (P91,040.00);

WHEREAS, Section 25 of the General Provisions (GPs) of the FY 2023 GAA, Republic Act (RA) No. 11936, provides, among others, that all agencies of the government shall engage the services of the National Printing Office (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 of Printing Services¹ (Guidelines), on June 16, 2023, 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;

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

WHEREAS, prior to the deadline on June 23, 2023, only APO submitted a quotation,² in the total amount of Sixty-Three Thousand Pesos (P63,000.00), and a Certification which states the following:

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

WHEREAS, after a careful review and evaluation of the submitted documents, finds that APO is the most capable RGP to perform the required printing services, with the most advantageous terms for the DBM;

WHEREAS, item 4.5 of the Guidelines 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 items (iii) and (iv) of Section V(D)(5)(c) of Annex "H" of the 2016 Revised IRR of RA No. 9184, the DBM-BAC, through Resolution No. 2023-27, recommended to the Secretary of the DBM as the HoPE, that the contract for the Project, "Supply and Delivery of Leave Cards," in the amount of Sixty Three Thousand Pesos (P63,000.00) be awarded to APO through an Agency-to-Agency Agreement, pursuant to Section 53.5 of the same IRR of RA No. 9184;

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

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.

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, APO hereby covenants with the DBM to print and deliver the Employee's Leave Cards in accordance with the following Technical Specifications:

Leave Cards	
Quantity	3,000 pieces
Size	8-1/2" x 14"
Paper Stock/Type	Jute Tagboard
Color	1 x 1
Binding	Loose
Delivery schedule	Within thirty (30) calendar days upon approval of the sample.

3. Further, APO warrants the following:
 - i. that APO, as an RGP, has the mandate to undertake the Supply and Delivery of Leave Cards;
 - ii. that APO owns or has access to the necessary tools and equipment to exercise and fulfill its mandate;
 - iii. that APO has the absorptive capacity to undertake the aforementioned printing requirements of the DBM; and
 - iv. that APO shall not engage the services of sub-contractors.
4. The DBM hereby covenants to pay APO, upon satisfactory completion of the Supply and Delivery of Leave Cards, the amount of Sixty-Three Thousand Pesos (P63,000.00).
5. The period for the performance of the obligations under this MOA shall not go beyond the validity of the appropriation for this Project.
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 _____ 2023 at General Solano St., San Miguel, Manila, Philippines.

**DEPARTMENT OF BUDGET AND
MANAGEMENT**

By:


AMENAN B. PANGANDAMAN
Secretary

APO PRODUCTION UNIT, INC.

By:


HERMAN EMILIANO M. MEDINA-CUE
President

SIGNED IN THE PRESENCE OF:


RAMON VICENTE B. ASUNCION
Director IV
DBM-Administrative Service


DOMINIC F. TAJON
SALES AND MARKETING MANAGER

ACKNOWLEDGMENT

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

QUEZON CITY

BEFORE ME, a Notary Public for and in the City of _____, Philippines on this
____ day of _____ 2023, personally appeared the following:

29 AUG 2023

NAME	VALID ID	VALID UNTIL
AMENAH F. PANGANDAMAN	DBM ID No. 4136	

HERMAN EMILIANO M. MEDINA-CUE	<u>909898720</u>	<u>01/19/2032</u>
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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 Supply and Delivery of Leave Cards was signed by the Parties, and their material witnesses on each and every page thereof.

29 AUG 2023

WITNESS MY HAND AND SEAL this ____ day of _____, 2023.

Doc. No 271;
Page No 55;
Book No 350;
Series of 2023.


ATTY JASON G. DE BELEN
 Roll No. 36259
 Adm. No. NP-070 Notary Public
 Notary Public for Quezon City
 My Commission expires on **December 31, 2023**
 No. 7M Sgt. Borromeo St. cor. Panay Ave., Q.C.,
 IBP No. 253495; Q.C.; 1-3-2023
 PTR No. 4007196; Q.C.; 1-3-2023
 MCLE VII-0019576; 5-30-22