



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

NOTICE OF AWARD

FEB 10 2025



ATTY. REVSEE A. ESCOBEDO

Director IV
National Printing Office
Edsa Corner Nia North Road
Diliman, Quezon City

Dear **Director Escobedo**:

We are pleased to inform you that the contract for the Project, "Posting of Notices to the Official Gazette," in the amount of Seven Hundred Forty Thousand Pesos (P740,000.00), is hereby awarded to the National Printing Office.

Thank you and God Bless.

Very truly yours,


AMENAH F. PANGANDAMAN
Secretary

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into this APR 08 2025 2025,
by and between the following:

The **DEPARTMENT OF BUDGET AND MANAGEMENT**, an agency of the Philippine Government created by virtue of Executive Order no. 25, S. 1936, with principal office address at General Solano St., San Miguel, Manila, represented herein by **ASSISTANT SECRETARY LEONIDO J. PULIDO III**, 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 IV, REVSEE A. ESCOBEDO**, hereinafter called the "**NPO**";

Collectively, the "**Parties**";

WITNESSETH:

WHEREAS, the DBM, particularly its Administrative Service (AS), determined the need to procure publication services in compliance with Executive Order No. 200 dated June 18, 1987,¹ requiring the publication of laws either in the Official Gazette or in a Newspaper of General Circulation in the Philippines as a requirement for their effectivity;

WHEREAS, the FY 2025 Annual Procurement Plan of the DBM includes the Project, "Posting of Notices to the Official Gazette," with an Approved Budget for the Contract of Seven Hundred Forty Thousand Pesos (P740,000.00);

WHEREAS, Sections V(D)(5)(a) and (b) of the Annex "H" of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184² re Consolidated Guidelines for the Alternative Methods of Procurement (Guidelines) provide, in part, the definition of Agency-to-Agency as the "[p]rocurement from another agency of the government (i.e., Servicing Agency) that has the mandate to deliver goods or services or to undertake infrastructure projects or consultancy services as required by the Procuring Entity", and the rule that it is the general policy of government to purchase its requirements from the private sector. However, it acknowledges that, in some exceptional cases, procurement from another agency of the government is more efficient and economical for the government, subject to the following conditions, among others: (i) The Procuring Entity shall justify that entering into an Agency-to-Agency Agreement with the Servicing Agency is more efficient and economical to the government; (ii) Servicing Agency has the mandate to deliver the goods and services required to be procured or to undertake the infrastructure project or consultancy required by the Procuring Agency; (iii) Servicing Agency has the absorptive capacity to undertake the project; (iv) Servicing Agency owns or has access to the necessary tools and equipment required for the project; (v) Sub-contracting is not allowed;

¹ Providing for the Publication of Laws either in the Official Gazette or in a Newspaper of General Circulation in the Philippines as a requirement for their effectivity.

WHEREAS, Section 6 of Executive Order No. 285 s. 1987,³ states, among others, that "[t]here is hereby created a NPO out of the merger of the Government Printing Office and the relevant printing units of the Philippine Information Agency. The Office shall have exclusive printing jurisdiction over the following: (a) Printing, binding and distribution of all standard and accountable forms of national, provincial, city and municipal governments, including government corporations; (b) Printing of official ballots; and (c) **Printing of public documents such as the Official Gazette, General Appropriations Act, Philippine Reports, and development information materials of the Philippine Information Agency.**";

WHEREAS, pursuant to item (ii) of Section V(D)(5)(c) of the Guidelines and per letter dated October 28, 2024, the DBM-Bids and Awards Committee (BAC) requested for a Certification from the NPO that covers the following conditions:

1. That the agency has the mandate to undertake the required publication services;
2. That the agency has the absorptive capacity to undertake the project;
3. That the agency owns or has access to the necessary tools and equipment required for the project; and
4. That sub-contracting is not allowed for the project.

WHEREAS, NPO submitted the required Certification dated October 29, 2024, issued by Atty. Francis Carlo D. Tapanan, Director IV of the NPO;

WHEREAS, after careful assessment of the submitted documents and as recommended by the AS as the end-user unit, the DBM-BAC has verified that the resort to Agency-to-Agency with the NPO as the Servicing Agency, pursuant to Section 53.5 of the 2016 Revised IRR of RA No. 9184, is more efficient and economical for the DBM, in accordance with item (i) of Section V(D)(5)(c) of the Guidelines;

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, items (iii) and (iv) of Section V(D)(5)(c) of the Guidelines provide that based on the assessment and recommendation of the end-user unit, the BAC shall issue a Resolution recommending the use of Agency-to-Agency Agreement to the Head of the Procuring Entity (HoPE), and in case of approval, the HoPE shall enter into a Memorandum of Agreement (MOA) with the Servicing Agency (i.e., NPO);

WHEREAS, in accordance with Section V.D.5(c) (iii) of the Guidelines, the DBM-BAC, through Resolution No. 2024-89, recommended to the Secretary of the DBM, as the HoPE, that the contract for the Project, "Posting of Notices to the Official Gazette," in the amount of P740,000.00, be awarded to NPO through an Agency-to-Agency Agreement, pursuant to Section 53.5 of the same IRR of RA No. 9184;

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

³ Abolishing the General Services Administration and Transferring its Functions to Appropriate Government Agencies

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 – Technical Specifications and Schedule of Requirements

B – Submitted Certification

C – Notice of Award

D – DBM-BAC Resolution No. 2024-89

2. In consideration of the payments to be made by the DBM pursuant to this MOA, NPO hereby covenants with the DBM to provide publication services in accordance with the following Technical Specifications specified in Annex A hereof.

3. Further, NPO warrants the following:

- i. that NPO, as the Servicing Agency, has the mandate to deliver the services required by the DBM;
- ii. that NPO owns and has access to the necessary tools and equipment required;
- iii. that NPO has the absorptive capacity to undertake the project; and
- iv. that NPO will not enter into any sub-contracting activities pertaining to the subject project.

4. The DBM hereby covenants to pay NPO upon issuance of the billing statement to the DBM together with a complimentary copy of the Official Gazette book published.

5. The quantities are indicative numbers only. The DBM AS-Central Records Division (CRD) may adjust the required quantities, and in such case, the resulting change in the total cost shall not exceed the Contract Price of P740,000.00.

6. The period for the performance of the obligations under this MOA shall not go beyond the validity of the appropriation for this Project.

7. Paragraph Headings. The titles to the paragraphs of this MOA are solely for the convenience of the sides and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this MOA.

8. 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.

9. Data Privacy, Confidentiality and Non-Disclosure Clause. Each Party in the performance of their respective duties and responsibilities under this MOA and in the implementation thereof shall adhere to Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012." Any gathered data and information should be protected and respected during the term and even after the termination of this MOA. The processing of any gathered data and information should be in compliance with the confidentiality and privacy

requirements under the said law and applicable regulations.
The Parties shall not reproduce, share, or distribute data and information derived by reason of this MOA, to any third party, both local and international, without the written consent of the parties concerned.

10. **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.
11. **Arbitration Clause.** The Parties shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this MOA. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation. In case of failure to settle differences, the dispute shall be referred to adjudication and/or arbitration pursuant to Presidential Decree No. 242 s. 1973, otherwise known as "Prescribing Procedure for Administrative Settlement or Adjudication of Disputes, Claims and Controversies Between or Among Government Offices, Agencies, and Instrumentalities, Including Government-Owned or Controlled Corporations, and for other Purposes."
12. **Intellectual Property.** All Parties shall comply with Republic Act No. 8293, otherwise known as the "Intellectual Property Code of the Philippines," as amended by Republic Act Nos. 9150, 9502, and 10372, and other applicable laws and rules governing intellectual property in the Philippines."
13. **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.
14. **Non-Waiver of Right.** 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.
15. **Amendments.** Any amendments or modification to this MOA shall be made in writing, to be mutually agreed upon and signed by the parties

IN WITNESS WHEREOF, the Parties hereto have signed this MOA on this ____ day of APR 08 2025 2025 at General Solano St., San Miguel, Manila, Philippines.

**DEPARTMENT OF BUDGET AND
MANAGEMENT**

By:

LEONIDO T. SOLIDO III
Assistant Secretary

NATIONAL PRINTING OFFICE

By:

ATTY. REVSEE A. ESCOBEDO
Director IV

SIGNED IN THE PRESENCE OF:

RAMON VICENTE B. ASUNCION
Assistant Secretary

ENGR. BENEDICTO M. CABRAL
Acting Chief, PPCD

FIRST ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.

BEFORE ME, a Notary Public for and in the City of CITY OF MANILA, Philippines on this
day of APR 08 2025 2025, personally appeared the following:

NAME	VALID ID	VALID UNTIL
LEONIDO J. PULIDO III	PIT PASSPORT P7462968B	AUG - 24, 2031

known to me to be the same persons who executed the foregoing instrument comprised of Six (6) pages including this page 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 Posting of Notices to the Official Gazette was signed by the Parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this day of APR 08 2025, 2025.

Doc. No 9;
Page No 3;
Book No 1;
Series of 2025

VICSON A. MABANGLO
Notary Public - Manila
Commission Serial No. 2025-090
(Until December 31, 2026)
Roll No. 73868
IBP OR No. 490558 (Pasig: January 1, 2025)
PTR No. 2101976 (Manila: January 16, 2025)
Department of Budget and Management,
General Solano St., San Miguel, Manila

SECOND ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY

) S.S.

QUEZON CITY

BEFORE ME, a Notary Public for and in the City of _____, Philippines on this _____ day of 08 APR 2025 2025, personally appeared the following:

NAME

VALID ID

VALID UNTIL

ATTY. REVSEE A. ESCOBEDO

DRIVER'S LICENSE

12-17-2031

known to me to be the same persons who executed the foregoing instrument comprised of Six (6) pages including this page 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 Posting of Notices to the Official Gazette was signed by the Parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this 08 APR 2025 day of _____, 2025.

Doc. No 89 ;

Page No 17 ;

Book No 7 ;

Series of 2025

ATTY. FERDINAND M. IBARRA
Notary Public for Quezon City Until Dec. 31, 2025
Roll No. 80835
PTR No. 6986788, 01/07/2025, Q.C.
IBP No. 331161, December 19, 2023
MCLE Comp. No. VIII-0000973 / until April 14, 2025
ADM Matter No. NP. 088 / (2025-2026)
Lot 27 Block VI, No. 1160 Quirino Highway
Brgy. Kaligayahan, Quezon City



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

NOTICE TO PROCEED

MAR 28 2025

ATTY. REVSEE A. ESCOBEDO

Director IV
National Printing Office
Edsa Corner Nia North Road
Diliman, Quezon City

Dear **Director Escobedo:**

This is to inform your agency that the performance of the obligations specified in the attached Memorandum of Agreement for the Project, "Posting of Notices to the Official Gazette," 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


LEONIDO J. PULIDO III
Assistant Secretary

I acknowledge receipt and acceptance of this Notice on APR 08 2025.

Name of Authorized Representative 

Signature: 

ATTY. REVSEE A. ESCOBEDO
Director IV 