



Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION

July 5, 2023

MR. HERMAN EMILIANO MEDINA - CUE

President

APO PRODUCTION UNIT, INC.

2nd Floor PIA Building, Visayas Avenue, Brgy. VASRA, Quezon City

NOTICE OF AWARD

Dear Mr. Medina-Cue:

Finding the quotation you offered for the PRINTING AND DELIVERY OF LEARNING AND TEACHING MATERIALS FOR GRADES 2 & 3 END OF SCHOOL YEAR (EOSY) READING & MATH PROGRAMS AND GRADES 7 & 8 FOR THE NATIONAL LEARNING CAMP (NLC) with a total amount of **Sixteen Million Six Hundred Sixty-Three Thousand Four Hundred Sixty-Eight Pesos & Fifty-Eight Centavos (Php16,663,468.58)**, this procurement is hereby awarded to you.

Kindly affix your signature on the space provided for below to indicate your formal acceptance.

Very truly yours,

WILFREDO E. CABRAL, CESO III

Regional Director

HERMAN EMILIANO M. MEDINA-CUE
PRESIDENT

CONFORME:

Name & Signature: _____

Date: _____

06 JUL 2023





Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION

July 6, 2023

MR. HERMAN EMILIANO MEDINA - CUE

President
APO PRODUCTION UNIT, INC.
2nd Floor PIA Building, Visayas Avenue, Brgy. VASRA, Quezon City

NOTICE TO PROCEED

Dear Mr. Medina-Cue:

With the Contract issued for the PPRINTING AND DELIVERY OF LEARNING AND TEACHING MATERIALS FOR GRADES 2 & 3 END OF SCHOOL YEAR (EOSY) READING & MATH PROGRAMS AND GRADES 7 & 8 FOR THE NATIONAL LEARNING CAMP (NLC), you are advised to proceed upon receipt of this Notice, in accordance with the terms and conditions of the Order.

You are advised to send details as to the bank's name, address & account number, TIN number and the date of incorporation/birthday. Then, upon receipt of payment, you shall submit the Official Receipt (OR) to the Cashier's Office within five (5) days.

Very truly yours,

WILFREDO E. CABRAL, CESO III
Regional Director

HERMAN EMILIANO M. MEDINA-CUE
PRESIDENT

CONFORME:
Name & Signature:
Date:

07 JUL 2023



Doc. Ref. Code	RO-ORD-F-018	Rev	00
Effectivity	01.26.23	Page	1 of 1

**CONTRACT
PRINTING AND DELIVERY OF LEARNING AND TEACHING MATERIALS FOR
END OF SCHOOL YEAR (EOSY) READING & MATH PROGRAMS AND NATIONAL
LEARNING CAMP (NLC)**

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and entered into by and between:

DEPARTMENT OF EDUCATION with office address at Misamis Street, Bago Bantay, Quezon City represented by its **Regional Director, WILFREDO E. CABRAL**, hereafter referred to as the "Procuring Entity";

and

APO PRODUCTION UNIT, INC., a Recognized Government Printer (RGP), with office address at 2nd Floor PIA Building, Visayas Avenue, Brgy. VASRA, Quezon City, herein represented by its **President, HERMAN EMILIANO MEDINA - CUE**, hereafter referred to as the "Servicing Agency";

The Procuring Entity and the Servicing Agency shall be collectively called "**PARTIES**";

WITNESSETH:

WHEREAS, DepEd Central Office downloaded funds with OSEC-NCR-23-2984 and 3064 for the implementation of the National Learning Camp (NLC) and printing of reading worksheets;

WHEREAS, the Procuring Entity authorized the procurement for the printing and delivery of Grades 2 & 3 worksheets, teaching and learning materials for EOSY Reading and Math Programs, and Grades 7 & 8 teaching and learning materials for the NLC;

Handwritten signature in blue ink, likely of the Procuring Entity representative.

Handwritten initials in blue ink.

WHEREAS, on July 5, 2023, the Bids and Awards Committee (BAC) of the Procuring Entity issued a BAC Resolution No. 29, s. 2023 recommending Alternative Mode of Procurement (AMP) - Agency to Agency and award of contract to the Servicing Agency for the printing and delivery of the said teaching and learning materials;

WHEREAS, the Head of the Procuring Entity approved the recommendation of the BAC and awarded the contract to the Servicing Agency.

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agrees and bind themselves as follows;

**Article I
GENERAL PROVISION**

This Contract between the Procuring Entity and the Servicing Agency shall be for the printing and delivery of Grades 2 & 3 worksheets, teaching and learning materials for EOSY Reading and Math Programs, and Grades 7 & 8 teaching and learning materials for the NLC.

**Article II
OBLIGATION OF THE SERVICING AGENCY**

1. The Servicing Agency shall print and deliver Grades 2 & 3 worksheets, teaching and learning materials for EOSY Reading and Math Programs, and Grades 7 & 8 teaching and learning materials for the NLC in compliance with the terms and conditions of this agreement;
2. The Servicing Agency shall deliver the said teaching and learning materials to the different Schools Division Offices in DepEd-NCR with the approved specifications indicated per grade level of the teaching and learning materials provided in soft copy by the Procuring Entity' s representative, CLMD;
3. The Contract Period to print and deliver the said teaching and learning materials is **15 days** upon receipt of the Notice to Proceed;
4. Delivery and unloading shall be done only during office hours between 8:00 AM to 5:00 PM, Monday to Friday except holidays;
5. In case of delay in the printing and delivery of the teaching and learning materials by the Servicing Agency, the Servicing Agency shall be liable to pay the Procuring Entity liquidated damages at the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual complete delivery or performance pursuant to GPPB resolution No. 02-2020.



**Article III
OBLIGATION OF PROCURING ENTITY**

1. The Procuring Entity shall provide the Servicing Agency with the contents and layouts to be followed in the printing of the teaching and learning materials indicated in the provided technical specifications;
2. Upon complete delivery and acceptance of all concerned Schools Divisions Offices of the printed teaching and learning materials, the Procuring Entity shall pay the Servicing Agency the total contract amount as stated in **Article IV** of this Agreement;
3. In case of delay by the Servicing Agency and the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity has the following options: (a) Terminate the Contract pursuant to the Guidelines on Termination of Contract; (b) Allow the Servicing Agency to continue the works without prejudice to the continued imposition or liquidated damages is an amount equal to or at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every delay until actual complete delivery or performance pursuant to GPPB Resolution No. 02-2020;

**ARTICLE IV
TERMS OF PAYMENT**

1. The Procuring Entity shall pay to the Servicing Agency the total amount of **Sixteen Million Six Hundred Sixty-Three Thousand Four Hundred Sixty-Eight Pesos & Fifty-Eight Centavos (Php16,663,468.58)**, computation on the price at Php0.645 per page and quantity as follows:

<i>Level</i>	<i>No. of Pages</i>	<i>Total Cost</i>
Grade 2 & 3 (Reading Program)	3,210,276	2,070,628.02
Grade 2 (Math Program)	4,482,270	2,891,064.15
Grade 3 (Math Program)	3,327,421	2,146,186.55
Grade 7 (NLC)	7,815,376	5,040,917.52
Grade 8 (NLC)	6,999,492	4,514,672.34
TOTAL	25,834,835	16,663,468.58

2. Upon complete delivery and acceptance of the Schools Division Offices of the teaching and learning materials and after submission of the **Statement of Billing Account** based on the actual printed and delivered copies with actual content of number of pages per module together with all other documentary requirements by the **Servicing Agency**, the **Procuring Entity** shall pay, **within (45) working days**.

**ARTICLE V
AMENDMENTS**

Amendments or modification of any of the terms and conditions of this Agreement shall be valid and binding provided it is evidenced by a subsequent written Supplemental Memorandum of Agreement duly executed and signed by the respective authorized representatives of both parties.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

1. The parties are independent of each other and nothing in this Agreement shall be construed so as to constitute the parties as partners, joint ventures, agents, employees or representatives of the other for any purpose whatsoever.
2. If any part of this Agreement is declared unenforceable or void by a court of competent jurisdictions, the rest of the Agreement shall nevertheless remain in full force and effect.
3. No failure, omission or delay of any of the parties in exercising any of its rights, privileges and remedies hereunder shall operate as waiver thereof. No waiver or departure from the terms of this Agreement shall be valid and binding unless made in a written Supplemental Memorandum of Agreement and signed by the party's authorized representative.
4. It is stipulated and expressly understood that existing laws, rules, regulations in so far as not inconsistent or modified by the contract, shall form part and parcel of this Agreement.
5. In case of conflict arising from this Agreement, both parties shall agree to freely and voluntarily submit themselves to proper mediation and Arbitration proceedings pursuant to Presidential Decree No. 242 and other related laws on mediation and arbitration.

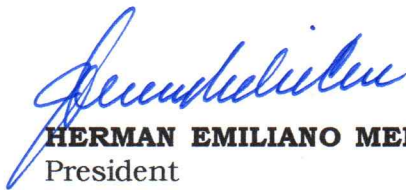
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 6th day of July 2023 at Quezon City, Philippines.

DEPED-NATIONAL CAPITAL REGION

APO PRODUCTION UNIT, INC.

By:

By:




WILFREDO E. CABRAL, CESO III
Regional Director

HERMAN EMILIANO MEDINA - CUE
President



Signed in the presence of:


CRISTIO A. ECO
Assistant Regional Director


DOMINIC F. TAJON
Sales and Marketing Manager

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Quezon City, Metro Manila) s.c.

BEFORE ME, a Notary Public for and in QUEZON CITY this
07 JUL 2023, personally appeared the following:


Names:	Valid ID
WILFREDO E. CABRAL, CESO III	_____
HERMAN EMILIANO MEDINA - CUE	_____

known to me to be the same persons who executed the foregoing instrument consisting of five pages including this page, and acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL on the date and the place first above written.

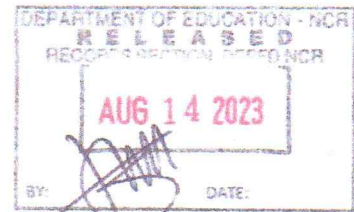


Doc No. 42
Page No. 9
Book No. 343
Series of 2023


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. 259495; Q.C.; 1-3-2023
PTR No. 4007196; Q.C.; 1-3-2023
MCLE VII-0019570; 5-30-22



Republic of the Philippines
Department of Education
 NATIONAL CAPITAL REGION



August 10, 2023

MR. HERMAN EMILIANO MEDINA-CUE

President
 APO PRODUCTION UNIT, INC.
 2nd Floor PIA Building, Visayas Avenue
 Brgy. VASRA, Quezon City

Re : Contract No. AMP 2023-006

Dear Mr. Medina-Cue:

Per letter dated July 24, 2023, this Office advised for the deferment of the printing of modules for Grades 2 and 3 Mathematics. Due to the absence of a final approval and fitness for utilization, please be informed that the modules shall no longer be printed. Accordingly, the said modules shall be excluded from the Contract.

This serves as an amendment to Contract No. AMP 2023-006.

Very truly yours,

WILFREDO E. CABRAL, CESO III
 Regional Director

Conforme:

HERMAN EMILIANO MEDINA-CUE
 President
 APO, Production Unit, Inc.



Doc. Ref. Code	RO-ORD-F-018	Rev	00
Effectivity	01.26.23	Page	1 of 1



Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION

A RESOLUTION RECOMMENDING ALTERNATIVE MODE OF PROCUREMENT (AMP) AND **AWARD OF CONTRACT TO APO PRODUCTION UNIT, INC.** FOR THE PRINTING AND DELIVERY OF LEARNING AND TEACHING MATERIALS FOR END OF SCHOOL YEAR (EOSY) READING & MATH PROGRAMS AND NATIONAL LEARNING CAMP (NLC)

BAC RESOLUTION No. 29, s. 2023

WHEREAS, DepEd Central Office downloaded funds with OSEC-NCR-23-2984 and 3064 for the implementation of the NLC and printing of reading worksheets;

WHEREAS, CLMD requested for the printing and delivery of Grades 2 & 3 reading worksheets, teaching and learning materials for EOSY Reading and Math Programs, and Grades 7 & 8 teaching and learning materials for the NLC. CLMD further requested that the procurement will be conducted using the Agency-to-Agency mode of procurement due to time constraint. These materials shall be used prior to the implementation of the EOSY Reading and Math Programs and NLC on July 24, 2023;

WHEREAS, a Negotiated Procurement known as Agency-to-Agency (Section 53.5) of the 2016 Revised IRR of R.A. 9184) may be used as alternative mode of procurement;

WHEREAS, a quotation was obtained from APO Production Unit, Inc. which is a government owned and controlled corporation and a recognized government printing company in the amount of Php16,663,468.58 with the following breakdown at Php0.645 per page:

<i>Level</i>	<i>No. of Pages</i>	<i>Total Cost</i>
Grade 2 & 3 (Reading Program)	3,210,276	2,070,628.02
Grade 2 (Math Program)	4,482,270	2,891,064.15
Grade 3 (Math Program)	3,327,421	2,146,186.55
Grade 7 (NLC)	7,815,376	5,040,917.52
Grade 8 (NLC)	6,999,492	4,514,672.34
TOTAL	25,834,835	16,663,468.58

WHEREFORE, RESOLVED AS IT IS HEREBY RESOLVED, that the BAC hereby recommends the use of Negotiated Procurement under Section 53.5 of the 2016 Revised IRR of R.A. 9184 for the printing and delivery of reading worksheets for end of school year (EOSY) for Grades 2 & 3 Reading Program, EOSY teaching and learning materials for Grades 2 & 3 Math Program, and teaching and learning materials for Grades 7 & 8 for the NLC. It is further recommended that the contract be awarded to **APO Production Unit, Inc.** in the total amount of **Php16,663,468.58**.





Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION

July 5, Quezon City.


CRISTITO A. ECO
BAC Chairperson


ATTY. JOYLYN P. DULNUAN
Vice Chairperson


WARREN A. RAMOS
Member

JULIET J. ICAMEN
Member


ROGER R. MORILLOS
Member

APPROVED:


WILFREDO E. CABRAL, CESO III
Regional Director

page 2 of 2

