

# Department of Education

**REGION VIII - EASTERN VISAYAS** 

# NOTICE OF AWARD

May 19, 2023

JAIME H. ALDABA, JR.

EVP & General Manager

APO PRODUCTION UNIT, INC.

2/F PIA Building, Visayas Avenue

Brgy. VASRA, Quezon City, Metro Manila

Philippines, 1128

Contact Number: 632-8282-5309/632-8927-6793

Emai Add: www.apo.gov.ph

Sir:

We are happy to notify you that the PROCUREMENT OF PRINTING AND DELIVERY (TO 13 SDOs) OF GRADES 5-6, 8-10 QUARTER 1, GRADES 5, 6 & 8 QUARTER 2, AND GRADE 10 QUARTERS 3 AND 4 SELF-LEARNING MODULES is hereby awarded to your agency with a Contract Price equivalent to One Hundred Thirty-Six Million, One Hundred Seventy-Five Thousand, Nine Hundred Seventy-Seven Pesos and 60/100 centavos (Php 136,175,977.60) only.

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

You are therefore required to formally enter into a Memorandum of Agreement within TEN (10) days from the receipt of this Notice of Award.

Very truly yours,

EVELYN R. FETALVERO, CESO III

Regional Director

I acknowledge receipt of this Notice on:

1 9 MAY 2023

Name of Representative of the Bidder:

JAIME H. ALBABA JR. EVP AND GENERAL MANAGER

Authorized Signature:

DepEdRO8 BAC-F11 (CY2018-v03-r00)

Page 1 of 1



Government Center, Candahug, Palo, Leyte (053) 323-3156 | region8@deped.gov.ph



# Department of Education

**REGION VIII - EASTERN VISAYAS** 

## BIDS AND AWARDS COMMITTEE (BAC)

RESOLUTION TO AWARD (RTA) for PROCUREMENT OF PRINTING AND DELIVERY (TO 13 SDOs) OF GRADES 5-6, 8-10 QUARTER 1, GRADES 5, 6 & 8 QUARTER 2, AND GRADE 10 QUARTERS 3 AND 4 SELF-LEARNING MODULES;

**RESOLUTION NO. 003, s. 2023** 

WHEREAS, the DepEd Regional Office No. VIII is in need of services for PROCUREMENT OF PRINTING AND DELIVERY (TO 13 SDOs) OF GRADES 5-6, 8-10 QUARTER 1, GRADES 5, 6 & 8 QUARTER 2, AND GRADE 10 QUARTERS 3 AND 4 SELF-LEARNING MODULES with an approved budget of One Hundred Thirty-Six Million, Two Hundred Thousand Pesos (Php 136,200,000.00) only detailed as follows:

| PACKAGE | PARTICULA        | RS    | TOTAL NO.<br>OF PAGES | NO. OF MODULES | ABC                 |
|---------|------------------|-------|-----------------------|----------------|---------------------|
| module  | Grades 5-6, 8-10 | Q1    | 113,914,432           | 4,938,581      | PhP. 136,200,000.00 |
| module  | Grades 5, 6 & 8  | Q2    | 78,428,704            | 3,241,350      |                     |
| module  | Grade 10 Q3      |       | 11,003,736            | 326,382        |                     |
| module  | Grade 10 Q4      |       | 6,154,632             | 186,504        |                     |
|         | 1                | TOTAL | 209,501,504           | 8,692,817      |                     |

# Minimum Technical Specifications for Printing and Delivery

| PAPER SIZE: | 8.25 x 10.75 Portrait   |  |  |  |  |  |
|-------------|---|--|--|--|--|--|
| PAPER STOCK | Cover: Foldcote cal. 10 solid white   |  |  |  |  |  |
|             | Uncoated Book Paper 70 GSM, 80% Brightness, 90% Opacity                                   |  |  |  |  |  |
| COLOR:      |   |  |  |  |  |  |
| Cover       | 4 color / 1 Color with 1 side UV Coating or better  |  |  |  |  |  |
| Inside      | 1 color (Black Only)  |  |  |  |  |  |
| BINDING:    | Saddle Stich  |  |  |  |  |  |
|             | NOTE: Binding is per module, regardless of the total number of modules per learning area. |  |  |  |  |  |

WHEREAS, the project is in the approved 2023 DepEd Regional Office VIII Supplemental Annual Procurement Plan for Non-CSE; a copy of the approved 2023 DepEd Regional Office VIII Supplemental Annual Procurement Plan for Non-CSE is attached and marked as Annex "A";

**WHEREAS**, a copy of the approved Purchase Request dated April 19, 2023, is attached and marked as Annex "B";

**WHEREAS,** on April 25, 2023, the BAC convened and reviewed the proposal submitted by the end-user; the BAC determined that the proposed method is efficient and economical to the government;

**WHEREAS**, on April 20<sup>th</sup>, 2023, the Bids and Awards Committee (BAC) determined to undergo Negotiated Procurement – Agency -to-Agency as an Alternative Method of Procurement; a copy of the Resolution No. 002 recommending mode of procurement and was approved considering the nature and type of goods/items to be procured;

WHEREAS, the end-user shall engage the APO PRODUCTION UNIT, INC. services located at the 2/F PIA Building, Visayas Avenue, Brgy. VASRA, Quezon City, Metro Manila, Philippines, 1128, a recognized government printer of the Republic of the Philippines, mandated to provide printing services to government agencies and instrumentalities, which, after careful evaluation has complied with all the required general conditions as provided for in Annex H of the CY 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) 9184; copy of Certification attached and marked as Annex "F";

WHEREAS, the said company submitted their proposal for the said project amounting to One Hundred Thirty-Six Million, One Hundred Seventy-Five Thousand, Nine Hundred Seventy-Seven Pesos and 60/100 centavos (Php 136,175,977.60) attached and marked as Annex "G";

**WHEREAS**, Negotiated Procurement -Agency -to Agency is provided under Section 53.5 of the IRR of R.A. 9184 for the procurement of goods, infrastructure projects, and consulting services from another agency of the Government of the Philippines (GOP), as an alternative mode of procurement;

**WHEREFORE,** all premises considered, the Members of the Bids and Awards Committee, hereby RESOLVE AS IT IS HEREBY RESOLVED:

1) to recommend for an proval to the Regional Director as the Head of the Procuring Entity (HoPE) to award the PROCUREMENT OF PRINTING AND DELIVERY (TO 13 SDOs) OF GRADES 5-6, 8-10 QUARTER 1, GRADES 5, 6 & 8 QUARTER 2, AND GRADE 10 QUARTERS 3 AND 4 SELF-LEARNING MODULES with an approved budget of One Hundred Thirty-Six Million, Two Hundred Thousand Pesos (Php 136,200,000.00) only for a Negotiated Procurement (Agency-to-Agency) in accordance with Section 53.5 of R.A. 9184 and Annex H of its IRR to APO PRODUCTION UNIT, INC.

Resolved this 9th day of May, 2023 at DepEd Regional Office VIII, Candahug, Palo, Leyte.

# BIDS AND AWARDS COMMITTEE MEMBERS

ATTY. ELEANOR CALUMPIANO
BAC Member/Vice-Chair-Alternate

HARVIE D. VILLAMOR BAC-Member

ALMA E. SUYOM BAC Member

RITA R. DIMAKILING BAC Member

RONELO AL K. FIRMO, CESO V

Assistant Regional Director BAC Chairperson

APPROVED:

EVELYN R. FETALVERO, CESO III

Regional Director Head of the Procuring Entity

**BAC-RRC** 



# Department of Education

**REGION VIII - EASTERN VISAYAS** 

BIDS AND AWARDS COMMITTEE (BAC) RESOLUTION RECOMMENDING NEGOTIATED PROCUREMENT – AGENCY-TO-AGENCY AS ALTERNATIVE MODE OF PROCUREMENT PURSUANT TO SECTION 53.5, RULE XVI AND ANNEX H OF THE RIRR OF RA 9184 FOR THE PROCUREMENT OF THE PRODUCTION AND DELIVERY OF GRADES 5-6, 8-10- QUARTER 1, GRADES 5,6 & 8- QUARTER 2 AND GRADE 10 QUARTERS 3 AND 4 SELF-LEARNING MODULES

**RESOLUTION NO.** 002, s. 2023

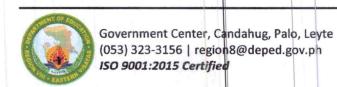
WHEREAS, the DepEd Regional Office No. VIII (DepEd RO8) is mandated to deliver quality basic education and to make education accessible to all Filipino learners pursuant to Republic Act No. 9155, also known as the Governance of Basic Education Act of 2001, and to establish, maintain, and support a complete, adequate, and integral system of education relevant to the needs of the Filipino learners pursuant to Republic Act No. 10533 also known as the Enhanced Basic Education Act of 2013;

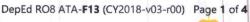
**WHEREAS**, DepEd RO8 recognizes that every Filipino has a right to free basic education, and shall be provided with the chance to have access to complete basic education in a mode that fits their distinct situations.

WHEREAS, Alternative Learning System (ALS) designs learning that can take place anytime and anywhere, depending on the convenience and availability of the out-of-school youth learners.

WHEREAS, ALS adopted modular learning modality as its primary mode of learning delivery.

WHEREAS, DepEd RO 8 received a Joint Memorandum dated March 14, 2023, SUBJECT: Guidelines on the Utilization of the directly Released Flexible Learning Options-Learning Resources (FLO-LR) Fund to the Regional Offices for the Fiscal Year (FY) 2023 and Request for Data on Activities Related to the Development and Production of Self-Learning Modules (SLMs) under the Special Provision (SP) No. 28 of General Appropriation Act (GAA) for 2023 amounting to One Hundred Fifty -One Million, Two Hundred Seventy-Three Thousand Pesos (Php 151,273,000.00) to cover funding requirements for the implementation of Fiscal Year 2023 Flexible Learning Options – Learning Resources hereto attached as Annex A;







**WHEREAS**, DepEd RO8 is in need of Self-Learning Modules (SLMs) under the Flexible Learning Options-Learning Resources (FLO-LR) Program for the use of the learners within its jurisdiction covering the thirteen (13) Schools Division Offices, detailed as follows:

#### **Technical Specifications:**

| PAPER SIZE: | 8.25 x 10.75 Portrait                                       |  |  |  |
|-------------|---|--|--|--|
|             |   |  |  |  |
| PAPER STOCK | Cover: Foldcote cal. 10 solid white                         |  |  |  |
|             | Uncoated Book Paper 70 GSM, 80% Brightness, 90% Opacity     |  |  |  |
| COLOR:      |   |  |  |  |
| Cover       | 4 color / 1 Color with 1 side UV Coating or better          |  |  |  |
| Inside      | 1 color (Black Only)  |  |  |  |
| BINDING:    | Saddle Stich  |  |  |  |
|             |   |  |  |  |
|             | NOTE: Binding is per module, regardless of the total number |  |  |  |
|             | of modules per learning area.                               |  |  |  |

# No. of Pages and No. of Copies

| SELF – LEARN   | ING MODULES | TOTAL NO. OF PAGES | NO. OF MODULES |
|----------------|-------------|--------------------|----------------|
| Grades 5-6, 8- | 0- Q1       | 113,914,432        | 4,938,581      |
| Grades 5,6 & 8 | Q2          | 78,428,704         | 3,241,350      |
| Grade 10 Q3    |             | 11,003,736         | 326,382        |
| Grade 10 Q4    | İ           | 6,154,632          | 186,504        |
|                | TOTAL       | 209,501,504        | 8,692,817      |

**WHEREAS**, the Curriculum Learning Management Division (CLMD), in this region, as the end-user, requested to the Regional Director thru the Bids and Awards Committee the employment of Negotiated Procurement – Agency-to-Agency as alternative mode of procurement for this project in its letter dated April 19, 2023 hereto attached as Annex D, with the justification that it is more efficient and economical to the government and ensures that timely delivery of the said SLMs;

WHEREAS, the BAC of DepEd RO8 deliberated thoroughly the letter-request of the CLMD as to the employment of alternative mode of procurement thru Negotiated Procurement – Agency-to-Agency for the PROCUREMENT OF PRINTING AND DELIVERY (TO 13 SDOs) OF GRADES 5-6, 8-10 QUARTER 1, GRADES 5,6 & 8 QUARTER 2, AND GRADES 10 QUARTERS 3 AND 4 SELF-LEARNING MODULES;

**WHEREAS**, pursuant to Section 53.5 of the RIRR of R.A. 9184, Negotiated Procurement thru Agency-to-Agency is an alternative method of procurement under which procurement may be made from another agency of the government that has the mandate to deliver goods or services or to undertake infrastructure project or consultancy services as required by the Procuring Entity;

WHEREAS, procuring entities have the option to enter into an Agency-to-Agency Agreement with a Recognized Government Printer (RGP), for the procurement of printing services pursuant to GPPB Resolution No. 04-2011, Appendix 20 of the 2016 Revised IRR of R.A. 9184 or the Guidelines on the Procurement of Printing Services and Section 24 in the general provision of the General Appropriation Act FY 2022;

**WHEREFORE,** all premises considered, the BAC RESOLVES AS IT IS HEREBY RESOLVED to recommend to the Regional Director as the Head of the Procuring Entity the use of Negotiated Procurement-Agency-to-Agency described herein in accordance with provisions of R.A. 9184 and its 2016 revised IRR for abovementioned procurement for the printing and delivery of SLMs;

**Resolved** this 20<sup>th</sup> day of April, 2023 at DepEd Regional Office VIII, Candahug, Palo, Leyte.

**BIDS AND AWARDS COMMITTEE MEMBERS** 

ATTY. ELEANOR CALUMPIANO

BAC Member/Vice-Chair-Alternate

HARVIE D. VILLAMOR

**BAC-Member** 

ALMA E. SUYOM

**BAC Member** 

RITA R. DIMAKILING

**BAC** Member

RONELO AL K. FIRMO, CESO V

Assistant Regional Director BAC Chairperson



# Department of Education

**REGION VIII - EASTERN VISAYAS** 

# NOTICE TO PROCEED

123 MAY 2023

JAIME H. ALDABA, JR.

EVP & General Manager

APO PRODUCTION UNIT, INC.

2/F PIA Building, Visayas Avenue

Brgy. VASRA, Quezon City, Metro Manila

Philippines, 1128

Contact Number: 632-8282-5309/632-8927-6793

Emai Add: www.apo.gov.ph

Sir:

The attached Memorandum of Agreement for the PROCUREMENT OF PRINTING AND DELIVERY (TO 13 SDOs) OF GRADES 5-6, 8-10 QUARTER 1, GRADES 5, 6 & 8 QUARTER 2, AND GRADE 10 QUARTERS 3 AND 4 SELF-LEARNING MODULES in the amount of One Hundred Thirty-Six Million, One Hundred Seventy-Five Thousand, Nine Hundred Seventy-Seven Pesos and 60/100 centavos (Php 136,175,977.60) only having been approved, this Notice is hereby issued to APO PRODUCTION UNIT, INC. that the agency's performance of its contractual obligations shall commence effective immediately from receipt hereof.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule of the Memorandum of Agreement.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Department of Education, Regional Office No. VIII, Government Center, Candahug, Palo, Leyte.

Very truly yours,

EVELYN R. FETALVERO, CESO III
Regional Director
Head of the Procuring Entity (HOPE)

2 3 MAY 2023

JAIME H. ALDABA JR.

EVP AND GENERAL MANAGER

DepEdROS BAC-F12 (CY2018-v03-r00)

Page 1 of 1



# MEMORANDUM OF AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This Contract Agreement is made and entered into by and between:

The DEPARTMENT OF EDUCATION REGIONAL OFFICE VIII, a government entity mandated by law, particularly Batas Pambansa Blg. 232, otherwise known as the "Education Act of 1982", as amended by Republic Act No. 9155, otherwise known as "Government of Basic Education Act of 2001", with office address at Government represented herein Center, Candahug, Palo, Leyte, by DR. EVELYN R. FETALVERO, CESO III, in her capacity as the REGIONAL DIRECTOR of the DEPED RO VIII, hereinafter referred to as the "Procuring Entity"; and

#### and

The APO PRODUCTION UNIT, INC., a Recognized Government Printer (RGP), with office address at 2/F PIA Building, Visayas Avenue, Brgy. VASRA, Quezon City, Metro Manila, Philippines, 1128 herein represented by its JAIME H. ALDABA, JR. EVP & General Manager, hereafter referred to as the Servicing Agency:

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

#### WITNESSETH:

WHEREAS, the Department of Education Regional Office VIII received a Joint Memorandum dated March 14, 2023, SUBJECT: Guidelines on the Utilization of the directly Released Flexible Learning Options-Learning Resources (FLO-LR) Fund to the Regional Offices for the Fiscal Year (FY) 2023 and Request for Data on Activities Related to the Development and Production of Self-Learning Modules (SLMs) under the Special Provision (SP) No. 28 of General Appropriation Act (GAA) for 2023 amounting to One Hundred Fifty -One Million, Two Hundred Seventy-Three Thousand Pesos (Php 151,273,000.00) to cover funding requirements for the implementation of Fiscal Year 2023 Flexible Learning Options Learning Resources;

WHEREAS, the Servicing Agency is the lone Recognized Government Printer (RGP) to submit a price quotation for the PROCUREMENT OF PRINTING AND DELIVERY (TO 13 SDOs) OF GRADES 5-6, 8-10 QUARTER 1, GRADES 5, 6 & 8 QUARTER 2, AND GRADE 10 QUARTERS 3 AND 4 SELF-LEARNING MODULES for Dep Ed Region VIII;

WHEREAS, as per BAC Resolution No. 002, s. 2022, the approved procurement method for the PROCUREMENT OF PRINTING AND DELIVERY (TO 13 SDOs) OF GRADES 5-6, 8-10 QUARTER 1, GRADES 5, 6 & 8 QUARTER 2, AND GRADE 10 QUARTERS 3 AND 4 SELF-LEARNING MODULES is through Negotiated Procurement (Agency-to-Agency):

Regional Director

WHEREAS, after compliance with the requirements under the Government Procurement Reform Act (RA 1984) and its implementing Rules and Regulations, the BAC issued Resolution No. 003, s. 2022, recommending the award of the contract to the Servicing Agency;

WHEREAS, the Head of the Procuring Entity approved the above-said Resolution;

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

#### Article I GENERAL PROVISIONS

- 1. This Agreement between the **Procuring Entity** and the **Servicing Agency** shall be for the **PROCUREMENT OF PRINTING AND DELIVERY (TO 13 SDOs) OF GRADES** 5-6, 8-10 QUARTER 1, GRADES 5, 6 & 8 QUARTER 2, AND GRADE 10 QUARTERS 3 AND 4 SELF-LEARNING MODULES for DepEd Region VIII;
- 2. The following marked Annexes attached hereto, shall deemed to form part and made an integral part of this Agreement:
  - Annex "A" Copy of the approved 2023 DepEd Regional Office VIII
    Supplemental Annual Procurement Plan for Non-CSE
  - Annex "B" Copy of the approved Purchase Request dated May 19, 2023
  - Annex "C" Joint Memorandum dated March 14, 2023, SUBJECT:
    Guidelines on the Utilization of the directly Released Flexible
    Learning Options-Learning Resources (FLO-LR) Fund to the
    Regional Offices for the Fiscal Year (FY) 2023 and Request for
    Data on Activities Related to the Development and Production of
    Self-Learning Modules (SLMs)
  - Annex "D" Letter request from the End-User Requesting the HoPE to use the Negotiated Procurement thru Agency to Agency as Alternative Mode of Procurement with attachments as follows:
    - a) Market Survey
    - b) SLM Lay-Out
    - c) Distribution List
    - d) Terms of Reference
  - Annex "E" BAC Resolution No. 002, s. 2023 Resorting to Agency-to-Agency Procurement
  - Annex "F" BAC Resolution To Award (RTA) No. 003, s. 2023;
  - **Annex "G" -** Certification from the Servicing Agency stating the company's absorptive capacity to deliver the project;
  - Annex "H" Price Quotation from the Servicing Agency.

#### Article II OBLIGATION OF THE SERVICING AGENCY

- 1. The Servicing Agency shall undertake the **PROCUREMENT OF PRINTING** AND DELIVERY (TO 13 SDOs) OF GRADES 5-6, 8-10 QUARTER GRADES 5, 6 & 8 QUARTER 2, AND GRADE 10 QUARTERS 3 AND SELF-LEARNING MODULES in compliance with the terms and conditions of this agreement:
- 2. The Servicing Agency shall deliver the PRINTED SELF-LEARNING MODULES according to the Distribution List as indicated (See Annex "D"):
- 3. The SLMs shall be delivered within the FORTY-FIVE (45) calendar days upon receipt of the Notice to Proceed (NTP).
- 4. Delivery and unloading shall be done only during office hours between 8:00 am to 5:00 pm only, Monday to Friday, except Saturdays, Sundays, and holidays;
- 5. In case of delay in the printing and delivery of SLMs 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 THE PROCURING ENTITY

- 1. The Procuring Entity shall provide the Servicing Agency with the contents and layouts for the SLMs, to be indicated in the Terms of Reference (Annex D);
- 2. Upon complete delivery and acceptance of DepEd RO8 of the printed SLMs, the Procuring Entity shall pay the Servicing Agency the total 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 continued imposition of liquidated damages in 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 computation on the price and quantity of the GRADES 5-6, 8-10 QUARTER 1, GRADES 5, 6 & 8 QUARTER 2, AND GRADE 10 QUARTERS 3 AND 4 SELF-LEARNING MODULES is hereto attached as Annex "H";
- 2) The full contract price for the printing and delivery of the subject SLMs is One Hundred Thirty-Six Million, One Hundred Seventy-Five Thousand, Nine Hundred Seventy-Seven Pesos and 60/100 centavos (Php 136,175,977.60) only.
- 3) Pursuant to GPPB NPM No. 036-2015, the HoPE shall allow **progress/partial payment**/s to the Servicing Agency for partially delivered and inspected goods.
- 4) Upon complete delivery and acceptance of DepEd RO8 of the SLMs, and after submission of the Statement of Billing/Account together with all other documentary requirements by the Servicing Agency, the Procuring Entity shall pay, within 5 calendar days, the sum representing the full total contract price.

# Article V AMENDMENTS

Amendments or modifications 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 continue 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 jurisdiction, 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 a 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 and existing laws, rules, and regulations in so far as not inconsistent or modified by the contract, shall form an integral part of this Agreement.

| themselves freely and voluntarily   | between the parties, they agree to submit<br>y to proper mediation and Arbitration<br>al Decree No. 242 and other related laws |
|---|--|
| IN WITNESS WHEREOF, the parties hered day of 2 2 MAY 2023 2023 in QUEZ              | ON CITY  Leyte, Philippines.   |
| EVELYN R. FETALVERO, CESO III Regional Director Head of the Procuring Entity (HoPE) | JAIME H. ALDABA, JR. EVP & General Manager APO Production Unit, Inc.   |
| SIGNED IN THE   | PRESENCE OF:   |
| REM. GERONA Chief – Accountant  | HARVIE D. VILLAMOR Edn  CHIEF, CLMD  End-User  |
|   |  |

5. In case of a conflict arising from this Agreement, both parties shall make every effort to resolve all disputes amicably and by mutual consultation. In case

| Republic of the Philippines           | )    |
|---------------------------------------|------|
| Province of Leyton CTTY Tacloban City | ) Ss |
| Tacloban City                         | )    |

# ACKNOWLEDGMENT

| DDDCDD 145 (1:       | QUEZON CITY day of | 2 2 1404 | 0000 | 2023 |
|----------------------|--------------------|----------|------|------|
| BEFORE ME, this _    | day of             | 2 2 MAY  | 2023 | 202. |
| personally appeared: |                    |          |      |      |

EVELYN R. FETALVERO, CESO III

PHILHEALTH ID NO. 18-000027242-4

JAIME H. ALDABA

Res. Certificate No.: POGGONT2 V Issued on: YU. VI 1019 Issued at: Mamila

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

This document refers to a Memorandum of Agreement by and between the Department of Education Region VIII and the National Printing Office, with annexes that are made an integral part thereof. The foregoing instrument is an Entity-Supplier Contract Agreement consisting of five (5) pages including this page on which this Acknowledgment is written and signed by the parties hereof and their instrumental witnesses on the left margin of each and every page hereof.

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

Doc. No. 252
Page No. 57
Book No. 334
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 Sct. Borromeo St. cor. Panay Ave., Q.C.
IBP No. 259495, Q.C.; 1-3-2023
PTR No. 4007196; Q.C.; 1-3-2023
MCLE VI-0019570; 5-30-22