

NOTICE TO PROCEED

24 September 2020

MICHAEL J. DALUMPINES
Authorized Representative
APO PRODUCTION UNIT, INC.
2/F PIA Building, Visayas Avenue
Barangay VASRA, Quezon City
Landline: +63-2-8282-5309

Dear **Mr. Dalumpines**:

Please be informed that you may now proceed for the contract entitled "**Procurement of 10 reams of Security Papers for the use of the Office of the Secretary**" with **Contract No. 20-09-0055** amounting to **Eighty-Four Thousand Pesos (PhP84,000.00)**, inclusive of all applicable taxes.

This Notice binds you to your Bid Price Proposal, Terms of Reference, and other terms and conditions stipulated in the Contract. The design, layout, test printing and production of SECURITY PAPERS with appropriate security features must be made **within 1 week** upon issuance of Notice to Proceed. The Final delivery of the total quantity must be made within **twenty (20) working days** printing period from the receipt of the approval to the sample or proof.

Kindly affix your signature and the corresponding date in the space provided below.

Very truly yours


DANILO G. PAMONAG

Undersecretary for Social Welfare and Development
(Head of the Procuring Entity/Authorized Representative)

CONFORME:


MICHAEL J. DALUMPINES
Authorized Representative
APO PRODUCTION UNIT, INC.

Date accepted: 30 OCT 2020

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Memorandum of Agreement entered into by and between:

The **APO Production Unit, Inc.**, with office address at 2/F PIA Building, Visayas Avenue, Brgy. VASRA, Quezon City herein represented by **MICHAEL J. DALUMPINES**, Chairman and Acting CEO, herein referred to as the "**APO Production Unit, Inc.**";

and

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**, with office address at IBP Road, Batasan Pambansa Complex, Constitution Hills, Quezon City herein represented by **DANILO G. PAMONAG**, Undersecretary for Social Welfare and Development, herein referred to as the "**DSWD**".

WITNESSETH:

WHEREAS, the DSWD as a national government agency implements big-ticket, nationwide programs and services. The Department coordinates with partners and communicates with a wide range of audience such as but not limited to: national government agencies; local government units; international partners; civil society organizations; private firms; media; and academe. The Department likewise handles confidential information, especially in case management or case handling clientele. As such, there is a need to establish the use of security paper especially in documents to be signed by the DSWD Secretary;

WHEREAS, the primary objectives of the project is to protect the DSWD from the fraudulent use of the DSWD letterhead by unscrupulous individuals and to secure the Department's integrity in program implementation/ service delivery, by using the letterhead with security features for correspondences regarding confidential matters;

WHEREAS, the DSWD requires the procurement of services of a Recognized Government Printer (RGP) for the printing and production of **Ten (10) reams of Security Paper (SECPA)** with security features;

WHEREAS, the DSWD through its Bids and Awards Committee (BAC-) issued BAC Resolution No. 20-07-158 dated 18 August 2020 on the basis of documents presented including Terms of Reference (**Annex A**), Quotation received from APO Production Unit, Inc. (**Annex B**), Minutes of Contract Negotiation Meeting (**Annex C**); and Layout (**Annex D**).

NOW, THEREFORE, for and in consideration of the foregoing, the **DSWD** and APO Production Unit, Inc. agree as follows:

ARTICLE I – RESPONSIBILITIES OF APO Production Unit, Inc. and DSWD:

A. Responsibilities of the APO Production Unit, Inc.

Scope of Work:

1. The Service provider shall:

- a. Print the security papers with security features.
- b. Provide technical assistance and ensure availability for consultations.
- c. Deliver SECPA to DSWD based on schedule, quantity and specifications.

The **APO Production Unit, Inc.** shall be able to deliver the following items/ scope according to agreed specification, layout, design volume and schedule.

Items/ Particulars	Technical Definitions/ Descriptions	Specifications
Security Paper	Special paper manufactured with printed pattern that will show evidence of document alteration by erasing or by chemical alteration.	Size: 8-1/4" x 11 3/4" Stocks: CBS195.5 gsm Binding: Loose (500/ream)
Security Features: Invisible DSWD Logo	DSWD Logo is invisible under normal viewing conditions but can be checked for authenticity by viewing the document under ultra-violet (black) light. It is located at the center of the security paper. The only visible feature of the security paper is the DSWD logo on the left top corner of the paper and address and contact numbers below	Please see layout Annex-D
Serial Number	Machine numbered	Starting at DSWD 001 format of serial number

Delivery Schedule:

Key Activities	Person/Office Responsible	Timeframe
1. Design, layout, test printing and production of Security Papers with appropriate security features	DSWD-SMS, Service Provider	Within 1 week from issuance of Notice to Proceed
2. Final Delivery (bulk printing or production)	DSWD-SMS, Service Provider	The delivery of Security Paper shall commence upon receipt of the approved design; test print or proof. The APO Production Unit, Inc. will have 20 working days printing period from the receipt of the approved design or proofing.

Handwritten signatures and initials at the bottom right of the page.

B. RESPONSIBILITIES OF DSWD:

The DSWD shall:

1. Designate counterpart support team who will work closely with the Service provider/s regarding technical and administrative requirements of the activity during the series of validation and presentation of the draft materials.
2. Finalize the activity based on the final output of the service provider.
3. Pay the total service cost of **EIGHTY-FOUR THOUSAND PESOS (PhP84,000.00)** to the service provider based on the schedules agreed upon by service provider and DSWD.

ARTICLE II – PAYMENT

For and in consideration of the services rendered under this Agreement, **DSWD** shall pay **APO Production Unit, Inc.** the total amount of **EIGHTY-FOUR THOUSAND Pesos (PhP84,000.00)** inclusive of all applicable taxes which will be paid within thirty (30) working days upon completion of all supporting documents.

ARTICLE II – GENERAL PROVISIONS

A. Confidentiality. The APO Production Unit, Inc., during the term of this Agreement and within two (2) years after its expiration, shall not disclose any proprietary or confidential information relating to the Services, this Agreement or the DSWD's business or operations without prior written consent of the DSWD.

B. Ownership of Material. All documents and materials released by the DSWD to the APO Production Unit, Inc. for the purpose of undertaking the services contemplated under this Agreement shall be returned to the DSWD upon expiration of this Agreement.

Any output prepared by the APO Production Unit, Inc. and submitted to the DSWD under this Agreement are owned by the DSWD.

The designs and all information used under this Agreement shall remain the property of the DSWD and cannot be used or reproduced by the APO Production Unit, Inc. or any agency without written permission from the DSWD.

C. Dispute Resolution and Venue of Action. Both parties shall exert their best effort to amicably settle any dispute arising out of this Agreement. In case of disagreement, any issue arising out of this Agreement shall be referred for arbitration/adjudication to the appropriate Court within Quezon City.

D. Amendments. Any amendment to this Agreement shall be mutually agreed upon by both parties and shall be contained in a written instrument signed by the authorized representatives of the APO Production Unit, Inc. and the DSWD. Said instrument shall constitute an integral part of this Agreement.

E. Termination Clause. The APO Production Unit, Inc. or the DSWD may terminate this Agreement at any time by providing thirty (30) days written notice, without any further obligation or compensation, which may be based on mutual consent or violation or non-compliance with obligation of the parties.

F. Separability Clause. If, for any reason or reasons, any part or provision of this Agreement shall be held invalid and declared null and void, other parts or provisions hereof which are not affected thereby shall continue to be in full force and effect.

G. Notices. Any and all notices required to be delivered by one party to another under or in connection with this Agreement shall be deemed sufficiently given if actually received or if sent by registered mail, return receipt requested, to the attention of the individual signing this Agreement or the party to which the notice is directed, at the addresses indicated below:

The Procuring Entity's address for Notices is:

Atty. Germaine Trittle P. Leonin,
Chief, PMS-Contract Management Division
Department of Social Welfare and Development
IBP Road, Constitution Hills, Quezon City, Tel. No.: (02) 931-8101-07 loc. 506


The Supplier's address for Notices is:

Mr. Michael J. Dalumpines
Chairman and Acting CEO
APO Production Unit, Inc.
2F PIA Bldg., Visayas Avenue, VASRA, Quezon City
Tel. No. (02) 8-282-5309

OCT 29 2020

IN WITNESS WHEREOF, both parties have hereunto set their hands on this ____ day of _____ 2020 at Quezon City, Philippines.

For the APO Production Unit, Inc.:


MICHAEL J. DALUMPINES
Chairman and Acting CEO

For the DSWD:


DANILO G. PAMONAG
Undersecretary for Social Welfare and Development

WITNESSES:


DOMINIC F. TAJON
Sales and Marketing Manager


IRENE B. DURLAO
Officer-in-Charge, Social Marketing Service

Certified Funds Available:


JUBIE LEAH MAE S. COLES
Chief, Accounting Division

01-26001-006-2020-10-00444
10/14/2020
₱ 84,000.

ACKNOWLEDGMENT

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

BEFORE ME, a notary public for and in Quezon City personally appeared the following:

NAME	ID NUMBER	DATE/ PLACE ISSUED
MICHAEL J. DALUMPINES	80010920A	10 AUG 2017 / DFA MLA
DANILO G. PAMONAG	DSWD # 19-0047	11 FEB 2019 / QUEZON CITY

known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument consists of five (5) pages including this page wherein this acknowledgment is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this ___ of OCT 29 2020 2020 at Quezon City, Philippines.

Notary Public

Doc. No.: 243
Book No.: 49
Page No.: 703
Series of 2020.

ATTY. JASON G. DE BELEN
Roll No. 56259
Adm. No. NP-019 Notary Public (2020-2021)
Unit M Panay Commercial Building
No. 7 Panay Ave. cor. Sci. Borromeo St. Q.C.
IBPAR No. 13154868; QC 1-2-2020
PTR No. 9269808 ; QC 1-2-2020
MCLE VI-0022012; 4-14-22