

NOTICE TO PROCEED

MR. MICHAEL J. DALUMPINES
Chairman and Acting CEO
APO Production Unit, Inc.
2/F PIA Bldg., Visayas Ave., VASRA
Quezon City

Dear **Mr. Dalumpines**:

Please be informed that you may now proceed with the production of security papers under the Memorandum of Agreement between APO Production Unit and the DSWD entitled ***"Production, Printing and Delivery of 30,000 pieces Security Paper with Security Features for DSWD-PMB Certificate Declaring a Child Legally Available for Adoption (CDCLAA)"*** in the amount of *Two Hundred Fifty-Two Thousand Pesos (PHP252,000.00)*.

This Notice binds you to the Terms of Reference (TOR) and other conditions of the MOA. Complete delivery of the item shall be made within 20 working days from receipt of approval of the final proof of design for mass reproduction.

Thank you and we look forward to your prompt delivery.

Very truly yours,


ATTY. AIMEE S. TORREFRANCA-NERI
Undersecretary for Operations

Conforme:


MICHAEL J. DALUMPINES

Date accepted: 01 Sept 20

ACKNOWLEDGMENT

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

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

NAME	Gov't Issued Identification No.	Date / Place Issued
MICHAEL J. DALUMPINES	S0010920A	10 Aug 2017 / DFA Manila
AIMEE TORREFRANCA-NERI		

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 ^{SEP 02 2020} _____ of _____ 2020 at Quezon City, Philippines.

Notary Public

ATTY. JAYR D. DE BELEN

Roll No. 36,188

Adm. No. NP-011 Notary Public (2000-2021)

Unit M Patero Commercial Building

No. 7 Patero Ave. cor. Sgt. Duran St. Q.C.

IBP AR No. 18154868, QC 1-2-2020

PTA No. 8289808, QC 1-2-2020

MCLE VI-0022012; 4-14-22

Doc. No.: 233
Book No.: 47
Page No.: 193
Series of 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 **ATTY. AIMEE TORREFRANCA-NERI**, Undersecretary for Operations Group, herein referred to as the "**DSWD**".

WITNESSETH:

WHEREAS, Republic Act (RA) 9523, series of 2009, an Act Requiring the Certification of the Department of Social Welfare and Development (DSWD) to declare a Child Legally Available for Adoption as a prerequisite for adoption proceedings, amending for the purpose of certain provisions of Republic Act 8552, otherwise known as "The Domestic Adoption Act of 1998, Republic Act. No. 8043, otherwise known as the Child and Youth Welfare Code, and other purposes.

WHEREAS, RA 9523 transferred the judicial declaration of abandonment of an abandoned, surrendered, or neglected children to DSWD and hereby recognized the administrative process under the jurisdiction of the DSWD for the declaration of a child legally available for adoption as the most expeditious proceedings for the best interest and welfare of the child. Further, the law provides that the DSWD is the agency charged to implement the provision of this Act.

WHEREAS, the DSWD, through its Program Management Bureau (PMB) requested for the procurement of the services of a Recognized Government Printer (RGP) for the *Production, Printing and Delivery of Thirty Thousand (30,000) pieces Security Paper with Security Features for DSWD-PMB Certificate Declaring a Child Legally Available for Adoption (PMB-CDCLAA)*;

WHEREAS, the objective of the request for procurement is to protect the integrity and authenticity of the Certification Declaring a Child Legally Available for Adoption (CDCLAA) being issued by the DSWD Secretary from fraudulent use by unscrupulous individuals through established security mechanism.

WHEREAS, the DSWD through its Bids and Awards Committee (BAC), issued BAC Resolution No. 20-01-008 dated 31 January 2020 on the basis of documents presented including the Terms of Reference (**Annex A**), and Quotation received from APO Production Unit (**Annex B**);

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ATTY. AIMEE S. TORREFRANCA-NERI
Undersecretary for Operations

Conforme:


MICHAEL J. DALUMPINES

Date accepted: 01 Sept 20

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:

- ✓ Provide sample or proof of the blank security form (SECPA-CDCLAA) in accordance to the technical description and specifications;
- ✓ Printing, production and delivery of 30,000 pieces Security Papers (60 reams @ 500 pieces/ream) in accordance to the approved sample or proof per technical specifications.

a. Security Paper with Security Features

The APO Production Unit, Inc. shall provide the DSWD Security Paper with security features covering the following minimum specifications the DSWD-PSB required:

Particulars	Technical Descriptions	Specification
Security Paper	Special paper manufactured with printed pattern that will show evidence of document alteration by erasures and chemical alteration.	Quantity: 30,000 Pcs.(60 reams@500/pcs/ream) No. of Pages: 1 side printing Size: A4 Material/Paper: CBS96 GSM SECPA
Security Features	<p>Visible and non-visible by human eye or by hand held tools or special equipment words/ characters which are marked on security papers to serve as an identification to determine authenticity or non-authenticity of document.</p> <p>a. Ultra Violet Ink – Words printed in secured UV Ink at the back of the sheet produces an image that is only visible under ultra-violet black light.</p> <p>b. Fiber Security-invisible fibers and threads, usually colored blue and red under normal viewing conditions, but can be checked for authenticity by viewing the document under ultra violet black light.</p> <p>c. Microtext – a security line is created with a small font that requires magnification to become legible. It is a printing at a very fine line screen and resolution that is nearly visible and fills in when photocopied or scanned.</p>	<p>5 x0+3 security features:</p> <ul style="list-style-type: none"> • UV Ink • Micro text • Visible and Invisible Fibers <p>Full Color plus security features</p>

Particulars	Technical Descriptions	Specification
	d. Printed hidden features of the map of the Philippines and DSWD logo.	

b. Delivery Schedule:

Deliverables	Timeframe
1. Layout, test printing of Security Papers of sample or proof of security form (SECPA-CDCLAA)	Within one (1) week fro issuance of Notice to Proceed (NTP)
2. Final Delivery (bulk printing or production)	Shall commence upon receipt of the DSWD's approval of the sample/test print or proof. RGP will have 20 working days printing period from the receipt of the approval to the sample or proof.

B. IMPLEMENTATION ARRANGEMENT:

In order to facilitate the implementation of the activity, the following roles and responsibilities shall be enforced between the DSWD and hired RGP:

The DSWD shall:

1. Set qualifications and standards in the selection of RGP as stated.
2. Designate counterpart support team who will work closely with APO Production Unit, Inc. regarding specifications, technical and administrative requirements of the activity;
3. Be made available for consultations during the series of validation and presentation of the sample or proof of blank security form (SECPA-CDCLAA);
4. Finalize the activity based on the final output of the APO Production Unit, Inc.; and
5. Pay the total service cost of PhP 252,000.00 to APO Production Unit, Inc. based on schedules agreed upon by both parties.

ARTICLE II – PAYMENT

Payment to APO Production Unit, Inc.

For and in consideration of the services rendered under this Agreement, **DSWD** shall pay **APO Production Unit, Inc.** the total amount of Two Hundred Fifty Two Thousand Pesos (**PhP 252,000.00**) inclusive of all applicable taxes which will be paid in full within thirty (30) days upon completion of all supporting documents.

ARTICLE III – 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 **APO Production Unit, Inc.** and the **DSWD**. Said instrument shall constitute an integral part of this Agreement.
- E. Termination Clause.** **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, FMS-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, Chairmain & Acting CEO
APO Production Unit, Inc.
2/F PIA Building, Visayas Ave., Brgy. VASRA, Quezon City, Tel. No. (02) 282-5309

ACKNOWLEDGMENT

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

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

NAME	Gov't Issued Identification No.	Date / Place Issued
MICHAEL J. DALUMPINES	S0010920A	10 Aug 2017 / DFA Manila
AIMEE TORREFRANCA-NERI		

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Notary Public

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Book No.: 47
Page No.: 143
Series of 2020.

ATTY. JAYR D. DE BELEN
Roll No. 36788
Adm. No. NP-019 Notary Public (2020-2021)
Unit M Pansy Commercial Building
No. 7 Pansy Ave. cor. Sgt. Barroco St. Q.C.
IBP AR No. 1315-888; QC 1-2-2020
PTR No. 8209808, QC 1-2-2020
MCLE VI-0022012; 4-14-22

SEP 09 2020

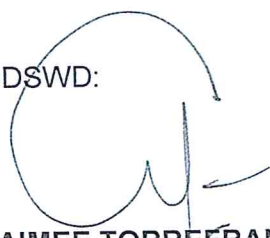
IN WITNESS WHEREOF, both parties have hereunto set their hands on this ____ day of _____ 2020 at Quezon City, Philippines.

For the APO Production Unit, Inc.:

For the DSWD:



MICHAEL J. DALUMPINES
Chairman and Acting CEO

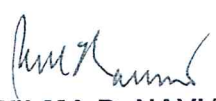


ATTY. AIMEE TORREFRANCA-NERI
Undersecretary for Operations Group

WITNESSES:

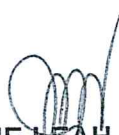


DOMINIC F. TAJON
Sales and Marketing Manager



WILMA D. NAVIAMOS
Director, Program Management Bureau

Certified Funds Available:



JUBIE LEAH MAE S. COLES
Chief, Accounting Division

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01101104
01-20001-UBL-2020-05-00724
MAY 29, 2020
P 252, 000. N JV