## MEMORANDUM OF AGREEMENT DEPARTMENT OF FOREIGN AFFAIRS AND BANGKO SENTRAL NG PILIPINAS

### KNOW ALL MEN BY THESE PRESENTS:

This Agreement for the Procurement of Gawad Mabini Medals and Decorations [two (2) pieces of Gawad Mabini, Grand Cross (Dakilang Kamanong); two (2) pieces of Gawad Mabini, Commander (Dakilang Kasugo); and two (2) pieces of Gawad Mabini, Member (Kasugo)] (hereinafter referred to as the **Agreement**), made and entered by and between:

The **DEPARTMENT OF FOREIGN AFFAIRS (DFA)**, an executive department of the Philippine government created under Commonwealth Act No. 732, as amended, with office address at 2330 DFA Building, Roxas Blvd., Pasay City 1300, duly represented by its Undersecretary and Head of the Procuring Entity (HOPE), **HON. ANTONIO A. MORALES**, hereinafter referred to as the **DFA**;

and -

BANGKO SENTRAL NG PILIPINAS, a government instrumentality duly organized and existing by virtue of Republic Act No. 7653, as amended, with principal office at the Bangko Sentral Complex, A. Mabini corner P. Ocampo Sr. Streets, Malate, 1004 Manila, duly represented herein by its Managing Director of the Currency and Securities Production Sub-Sector, ATTY. MARY ANNE P. LIM, hereinafter referred to as the SERVICING AGENCY;

Collectively referred to as the PARTIES.

### WITNESSETH, that:

WHEREAS, the DFA, through its Bids and Awards Committee (BAC), caused the Procurement of Gawad Mabini Medals and Decorations [two (2) pieces of Gawad Mabini, Grand Cross (Dakilang Kamanong); two (2) pieces of Gawad Mabini, Commander (Dakilang Kasugo); and two (2) pieces of Gawad Mabini, Member (Kasugo)] (hereinafter referred to as the Project), pursuant to the DFA Purchase Request (PR) No. 05-02822 dated 16 May 2022, and with an Approved Budget for the Contract (ABC) amounting to One Million One Hundred One Thousand and Four Hundred Pesos (Php1,101,400.00);

WHEREAS, the DFA's BAC has approved BAC Resolution No. (NTC) 092-22 dated 26 May 2022, recommending to DFA's Head of the Procuring Entity (HOPE) the use of the alternative mode of procurement, pursuant to Section 53.5, Rule XVI, of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184;

WHEREAS, the DFA's BAC has approved BAC Resolution No. (NTC) 092-22 dated 26 May 2022, recommending to its HOPE the award of the Contract of the Project to the SERVICING AGENCY as the single calculated and responsive quotation for the completion of the Project in the amount of One Million One Hundred One Thousand and Four Hundred Pesos (Php 1,101,400.00);

WHEREAS, the DFA's HOPE has approved the recommendation of its BAC and consequently the SERVICING AGENCY was duly notified of the award;

NOW, THEREFORE, for and in consideration of the foregoing, the SERVICING AGENCY hereby and by these presents, binds itself to undertake the Project, and the DFA in turn binds itself to compensate the SERVICING AGENCY subject to the following terms and conditions:

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# **Obligations of the SERVICING AGENCY:**

1.1 The SERVICING AGENCY shall supply and deliver the Project within 120 days upon the execution of this Agreement, under DFA PR No. 05-02822 dated 16 May 2022 attached hereto as Annex "B", in accordance with the price quotation from the SERVICING AGENCY, dated April 2022:

The Project shall consist of the following:

TYPE OF GAWAD MABINI DECORATION	Quantity to be procured (manufactured)	Cost per Unit	Total Cost
DAKILANG KAMANONG (Grand Cross)	Two (2)	Php 316,500.00	Php 633,000.00
DAKILANG KASUGO (Commander)	Two (2)	Php 177,800.00	Php 355,600.00
KASUGO (Member)	Two (2)	Php 56,400.00	Php 112,800.00
		TOTAL	Php 1,101,400.00

- 1.2 All deliveries shall be subject to inspection and examination by the DFA's Office of Asset Management and Support Services (OAMSS) and the DFA's Program on Awards and Incentives for Service Excellence (PRAISE) Secretariat, which may reject the deliveries of the SERVICING AGENCY that do not comply with the schedule and specifications of this Agreement. Rejected deliveries shall be satisfactorily corrected immediately by the SERVICING AGENCY at no cost to the DFA.
- 1.3 The SERVICING AGENCY shall not directly or indirectly, in whole or in part, by operation of law or otherwise, sub-contract, entrust, assign or transfer this Agreement or delegate any of the obligations contained herein.

### Obligations of the DFA. 2.

As provided for by the provisions and terms of this AGREEMENT and its attachments and as consideration for the full and faithful performance and accomplishment of all the obligations of the SERVICING AGENCY, upon complete delivery and acceptance by the DFA of the Project, the DFA shall pay the SERVICING AGENCY through List of Due and Demandable Accounts Payable (LDDAP) - Advice to Debit Account, in accordance with Chapter 6 of the Government Accounting Manual for National Government Agencies, Volume I1 within thirty (30) calendar days from submission of the original invoices and complete supporting documents the full total contract price amount of One Million One Hundred One Thousand and Four Hundred Pesos (Php 1,101,400.00) inclusive of all applicable taxes and other charges. It is understood by the Parties that prior to execution of this MOA, the BAC of the DFA had already, issued among other things, the appropriate BAC resolution, Notice of Award, and Notice to Proceed; and that the price/consideration of the Agreement is within the Certificate of Availability of Funds (CAF) issued for this purpose.

Sec. 50. Disbursements through List of Due and Demandable Accounts Payable-Advice to Debit Account. The use of LDDAP-ADA as a mode of settlement of accounts payable due the creditors/payees of all NGAs and their OUs was prescribed under DBM Circular Letter No. 2013-16 dated 23 December 2013 which implemented the Expanded Modified Program Scheme (ExMDPS), amended by DBM Circular Letter Nos. 2013-16A and 2013-16B dated 26 February 2014, respectively. x x x.

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<sup>1</sup> Sec. 2. List of Due and Demandable Accounts Payable-Advice to Debit Account - refers to an accountable form integrating the Advice to Debit Account (ADA) with LDDAP, which is a list reflecting the names of creditors / payees to be paid by the National Government Agency (NGA) / Operating Unit (OU) and the corresponding amounts of the unpaid

3. Types of Supporting Documents and Invoices to be submitted and the Party Responsible for these documents. In line with the preceding item, the Parties shall prepare and submit the following documents and/or invoices to support the payment of the Project:

	Documents to Submitted	Party Responsible in Preparing the Documents
4.1	Certificate of Completion of Delivery	DFA (End-user office)
4.2	Inspection and Acceptance Report	DFA (End-user office, Office of Fiscal Management Services [OFMS], and OAMSS)
4.3	Original Billing Invoice or Sales Invoice	BSP
4.4	Provisional Receipt (Template: Annex G)	BSP
4.5	Original Deliver Receipt	BSP
4.6	Purchase Order	DFA (End-user office)
4.7	Duly signed and notarized Agreement	BSP and DFA (End-user office)
4.8	Certificate of Availability of Funds	DFA (OFMS)
4.9	Obligation Request and Status	DFA (OFMS)
4.10	Purchase Request	DFA (End-user office)
4.11	Notice of Award	DFA (BAC)
4.12	Notice to Proceed	DFA (BAC)
4.13	BAC Resolution	DFA (BAC)
4.14	Project Procurement Management Plan (PPMP) / Annual Procurement Plan (APP)	DFA (End-user office)
4.15	Approved Supplemental to PPMP, if applicable	DFA (End-user office)

The following documents are deemed integral parts hereto and shall be read and 4. construed as part of this Contract, to wit.

ANNEX A - BAC Resolution No. (NTC) 092-22 dated 26 May 2022

ANNEX B - PR No. 05-02822 dated 16 May 2022

ANNEX C - Request for Quotation

ANNEX D - Quotation

ANNEX E - Notice of Award

ANNEX F - Certificate of Availability of Funds

5. Notices. Notices required to be served under this Agreement shall be made in writing and sent to the address of the PARTIES indicated above or to such other addresses subsequently designated by the PARTIES in writing.

### 6. Force Majeure.

(1) If by reason of Force Majeure, either party (the "Frustrated Party") is delayed or unable, in whole or in part, to perform or comply with any obligations or covenant of this Agreement, the Frustrated Party will be relieved of liability and will suffer no prejudice for failing to perform or comply during the continuance of the Force Majeure and to the extent of the inability so caused from and after the happening of the event of Force Majeure, provided that, it gives to the other party prompt notice, which shall not be later than five (5) days after the happening of the Force Majeure, of such inability and full particulars of the cause. If notice is promptly given, then the Frustrated Party will only be relieved from the performance of its obligations and covenant after such notice is given to the other party.

The Frustrated Party will use reasonable efforts to remedy the situation and remove, so far as possible, with reasonable dispatch, the cause of its inability to perform or comply. The Frustrated Party will give prompt notice of cessation of Force Majeure, which shall not be later than five (5) days after cessation of the Force Majeure.

- (2) In the event that, due to Force Majeure, performance by a party is suspended, the parties shall contact and/or meet each other immediately in order to agree upon the best solution in the circumstances regarding the arrangements set out in this Agreement.
- 7. Termination. This Agreement may be terminated in accordance with the provisions of Republic Act No. 9184 and its implementing rules and regulations.
- Settlement of Disputes. The Parties agree that in the event of any dispute or 8. difference between them arising out of this Agreement or in the interpretation of any of the provisions thereof, their respective signatories or authorized representatives shall promptly meet to resolve such dispute of difference, and the joint decision of such signatories or authorized representatives, approved by their respective managements, shall be binding upon the Parties. In case of failure to resolve the dispute pursuant to this provision, the Parties may submit the dispute for final resolution to arbitration pursuant to the Department of Justice's Uniform Rules on Dispute Resolution under Presidential Decree No. 242, as amended (Uniform Rules). In accordance with section 3.4 of the Uniform Rules, the parties agree to set the place of arbitration in Pasay City.
- Separability Clause. If any part of this Agreement is declared unenforceable or void, the rest of the Agreement shall nevertheless remain in full force and effect.
- 10. Entire Agreement. This Agreement contains the entire understanding between the PARTIES and supersedes all prior or contemporaneous agreements, representations, and promises, whether written or oral. Any amendment or modification of this Agreement shall be in writing and signed by both PARTIES through their duly authorized representatives.
- Binding Effect. All terms, covenants, conditions, and provisions of this Contract shall be binding and enforceable upon the PARTIES and their successors-in-interest and assigns.
- 12. Governing Law. This Agreement shall be made and governed by the laws of the Republic of the Philippines.
- Venue. The PARTIES agree to submit themselves exclusively to the jurisdiction of the courts of the City of Pasay, Philippines on any action, dispute, or special proceedings arising out of this Agreement.

	S have hereunto affixed their signatures, this of Pasay, Philippines.
By HON. ANTONIO A MORALES Undersecretary and Head of the Procuring Entity	By: ATTY. MARY ANNE P. LIM Managing Director, Currency and Securities Production Sub-Sector
WITNE	SSES
LYRIE F. FULGENCIO Acting Chief Accountant Office of Financial Management Services	ERIZELLE N. LINABAN Director [BSP REP]

## **ACKNOWLEDGEMENT**

Republic of the Philippines)

PASAY CITY ) s.s

**BEFORE ME**, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on personally appeared the following:

NAME ID NO	. PLACE OF ISSUE	DATE OF ISSUE
ANTONIO A. MORALES MAA 09	92 DFA Manila	02-Aug-2019
Jan V Spala	-	

Known to me and to me known to be the same person who executed the foregoing instrument and who acknowledged to me that the same in his own free act and deed and of the entity he represents.

This instrument refers to an Agreement consisting of \_\_\_\_\_ (\_\_) pages, including the page on which this Acknowledgment is written, duly signed by the above-named PARTY and his instrumental witness to this Agreement.

### WITNESS MY HAND AND SEAL.

Doc. No. 105
Page No. 22
Book No. 3
Series of 2022

ma. cleofe/l. jaime

NOTARY PUBLIC UNTIL DECEMBER 31, 2022 COMMISSION NO. 20-04 ' ROLL NO. 27802

PTR NO. 7697173 PASAY CITY 1-3-2022
IBP OR NO. 178431 ISSUED BY IBP
NAT'L OFFICE - 2 - 16 - 22
MCLE COMPL. VII-0018402
ISSUED ON - MAY 20, 2022 VALID UNTIL
APRIL 14, 2025

## **ACKNOWLEDGEMENT**

Republic of the Philippines)

QUEZON CITY ) s.s

**BEFORE ME**, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on 6 DEC 2022 personally appeared the following:

NAME	ID NO.	PLACE OF ISSUE	DATE OF ISSUE
MARY ANNE P. LIM	006-017-3122-2	) <u>५५</u> ५९ ०.	c

Known to me and to me known to be the same person who executed the foregoing instrument and who acknowledged to me that the same in her own free act and deed and of the entity she represents.

This instrument refers to an Agreement consisting of \_\_\_\_\_ (\_\_) pages, including the page on which this Acknowledgment is written, duly signed by the above-named PARTY and her instrumental witness to this Agreement.

### WITNESS MY HAND AND SEAL.

Doc. No. 46 Page No. 93 Book No. 313 Series of 2022

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. QC
IBP No. 195473; QC 1-4-2022
PTR No. 2444041; QC 1-4-2022
MULE Vil-0019570; 5-30-22



### **BIDS AND AWARDS COMMITTEE**

## BAC Resolution No. NTC-092-22

RESOLUTION RECOMMENDING, BY REFERENDUM, AWARD OF CONTRACT THROUGH NEGOTIATED PROCUREMENT UNDER SECTION 53.5 (AGENCY-TO-AGENCY) AS ALTERNATIVE MODE OF PROCUREMENT OF GAWAD MABINI MEDALS AND DECORATIONS

WHEREAS, in celebration of the 124<sup>th</sup> DFA Founding Anniversary and the 158<sup>th</sup> Birth Anniversary of Apolinario Mabini, the Human Resources and Management Office (HRMO) intends to procure Gawad Mabini medals to be conferred to DFA personnel whose exemplary accomplishments have contributed to advancing and protecting the country's interests;

WHEREAS, the procurement of the aforementioned, as listed in Purchase Request No. 05-02822 by HRMO, with an Approved Budget for the Contract (ABC) of *One Million One Hundred One Thousand Four Hundred Pesos* (Php 1,101,400.00) only, chargeable against HRMO's 2022 MOOE – Representation Expenses, is included in the Department's Annual Procurement Plan (APP) for CY 2022;

WHEREAS, Section 53.5 of the 2016 revised Implementing Rules and Regulations ("IRR," hereinafter) of Republic Act (R.A.) 9184, otherwise known as the "Government Procurement Reform Act of 2003", allows negotiated procurement as a method of procurement from another agency of the Government;

WHEREAS, Part IV, Item A, Annex "H" of the IRR allows the Procuring Entity to change the mode of procurement, if the original mode in the Annual Procurement Plan can no longer be pursued;

WHEREAS, Annex H(V)(5)(a) of the IRR states that Agency-to-Agency Agreements shall be governed by the IRR, unless otherwise provided by a special law;

WHEREAS, Section 1 of Administrative Order No. 79 s. 2003 designated the Bangko Sentral ng Pilipinas (BSP) as the exclusive manufacturer and supplier of presidential medals and decorations;

WHEREAS, further, Section 2 of Administrative Order No. 79 s. 2003 encourages government agencies to tap the services of the BSP for their medal and decoration requirements, subject to existing laws on procurement;

WHEREAS, a Request for Quotation dated 04 April 2022 was sent to BSP;

WHEREAS, the HRMO submitted to the Bids and Awards Committee (BAC) a quotation received from the BSP with a total amount of One Million One Hundred One Thousand Four Hundred Pesos (Php 1,101,400.00) only;

2330 Roxas Blvd., Pasay City. 1300 Philippines Tel. No. 834 - 4000 www.dfa.gov.ph NOW, THEREFORE, we, the members of the Bids and Awards Committee of the Department, RESOLVE to RECOMMEND to the Head of the Procuring Entity (HOPE) to resort to Negotiated Procurement (Agency-to-Agency) as the alternative method of procurement of Gawad Mabini medals and decorations from the Bangko Sentral ng Pilipinas in the amount of One Million One Hundred One Thousand Four Hundred Pesos (Php 1,101,400.00) only, subject to the above-mentioned requirements and provided that existing auditing rules and regulations shall be strictly observed by the end-user.

ADOPTED, this 26th day of May 2022, Pasay City.

VARCISO T. CASTANEDA BAC Chairperson

Array

PAUL VINCENT L. UY
BAC Vice-Chairperson

SIEGFRED T. MASANGKAY BAC Alternate Member

JULES PATRICK A. AGUILA BAC Alternate Member

CHRISTOPHER B. MONTERO
Representative of the End-user

Approved:

By the Authority of the Secretary of Foreign Affairs:

SARAH LOU'N ARRIOLA Undersecretary for Migrant Workers Affairs And

Head of the Procuring Entity



# PURCHASE REQUEST Department of Foreign Affairs Agency

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Department	ment	HRMO	1	0 2 8 2 Bate:	1 6 MAY 2022
Division	Ē	PRMD	SAI No.:	Date:	
Stock No.	Unit	ITEM / DESCRIPTION (Technical Specifications attached)	Quantity	Unit Cost	Total Cost
	bcs	Gawad Mabini, Dakilang Kamanong (Grand Cross)	2		
		Gawad Mabini, Dakilang Kasugo (Commander)	2		
		Gawad Mabini, Kasugo (Member)	2		
		xxxxxxxxx NOTHING FOLLOWS xxxxxxxxx	XXXXXX	XXXXXXXX	Php1,101,400.00
Purpose:					
		For the Conferment of Gawad Mabini Honors on DFA Personnel	i Honors on DF	A Personnel	
		Requested by:	Approved by:		
Signature	ure			001	
Printed Nam Designation:	Printed Name: Designation:	MICHAEL D. SALAZAR Property Officer, HRMO	ES ES	CHRISTOPHER B. MONTERO Assistant Secretary, HRMO	IRMO F



### **HUMAN RESOURCES MANAGEMENT OFFICE**

04 April 2022

Dear Mr. David,

Greetings from the Department of Foreign Affairs (DFA)!

In celebration of the 124th DFA Founding Anniversary and the 158th Birth Anniversary of Apolinario Mabini, the Department will confer Gawad Mabini medals on its personnel whose exemplary accomplishments have contributed to advancing and protecting the country's interests.

In this regard, the Department intends to avail of the services of the Bangko Sentral ng Pilipinas to procure the following Presidential medals:

TYPE OF MEDAL	QUANTITY TO BE PROCURED
Gawad Mabini: Dakilang Kamanong (Grand Cross)	Two (2)
Gawad Mabini: Dakilang Kasugo (Commander)	Two (2)
Gawad Mabini: Kasugo (Member)	Two (2)
TOTAL	Six (6)

To facilitate this procurement, we would like to request the latest quotation for each of the foregoing medals, along with the Conforme for this transaction. Advance copies of the requested documents, as well as any clarifications you may have on the matter, may be sent directly to <a href="mailto:hrmo.praise@dfa.gov.ph">hrmo.praise@dfa.gov.ph</a>.

The Department would appreciate receiving the quotations on or before Friday, 08 April 2022.

Sincerely yours,

CHRISTOPHER B. MONTERO
Assistant Secretary

Mr. JOSEPH NORBERT S. DAVID

Director
Bangko Sentral ng Pilipinas
Mint and Refinery Operations Department
East Avenue Diliman, Quezon City

HR-P-4799-2022



**CURRENCY AND SECURITIES PRODUCTION SUB-SECTOR** Mint and Refinery Operations Department

\_\_ April 2022

MR. CHRISTOPHER B. MONTERO **Assistant Secretary** Human Resource Management Office Department of Foreign Affairs 2330 Roxas Boulevard, Pasay City, Philippines

Dear Mr. Montero:

This refers to your letter dated 04 April 2022 requesting quotation for various Gawad Mabini presidential medals.

In this connection, we submit for consideration, our quotation, including terms and conditions, as follows:

A PRICE QUOTATION

PARTICULARS	QTY	PRICE PER SET (in Php)	TOTAL PRICE (in Php)
Gawad Mabini - Grand Cross (Dakilang Kamanong) Breast Star & Sash medal with ribbon color blue-yellow-red	2	316,500.00	633,000.00
Gawad Mabini - Commander ( <i>Dakilang</i> Kasugo) medal with ribbon color blue-yellow- red	2	177,800.00	355,600.00
Gawad Mabini - Member ( <i>Kasugo)</i> Pin type medal with ribbon color blue- yellow-red	2	56,400.00	112,800.00
OVERALL	6		1,101,400.00

# **B. TERMS AND CONDITIONS**

- 1. Terms of Payment Cash on delivery.
- 2. Validity of this quotation -15 calendar days from receipt of this letter quotation.
- 3. Delivery date Within 90 calendar days upon receipt of approved order.
- 4. The medallion will be packed in a wooden presentation box with a Certificate of Authenticity issued by the BSP.





It may be worth mentioning that the price increase is due to the rise in the costs of raw materials as well as internal adjustments with our labor rates and pricing structure.

Should you have further queries, please contact our Mr. Carlo Luis T. de Leon at telephone numbers (02) 988-4664 or email deleonct@bsp.gov.ph.

Thank you.

Noted:

Digitally signed by Mary Anne P. Lim Date: 2022.04.11 08:30:30

+08'00'

MARY ANNE P. LIM

**Managing Director** 



## NOTICE OF AWARD

26 May 2022

# Sir/Madam:

Please be informed that, upon the recommendation of the Bids and Awards Committee (BAC) of the Department of Foreign Affairs as contained in Resolution No. NTC-092-22, the Department is awarding the contract for the procurement of Gawad Mabini medals and decorations to your agency, **Bangko Sentral ng Pilipinas**, with a total cost of *One Million One Hundred One Thousand Four Hundred Pesos (Php 1,101,400.00) only*, including taxes and other lawful charges, subject to the signing of the Contract.

Very truly yours,

SARAH LOU Y. ARRIOLA
Undersecretary for Migrant
Workers Affairs And
Head of the Procuring Entity

Bangko Sentral ng Pilipinas A. Mabini Street, Malate 1004 Manila



# Kagawaran ng Ugnayang Panlabas

# Department of Foreign Affairs

### OFFICE OF FINANCIAL MANAGEMENT SERVICES

### CERTIFICATE OF AVAILABILITY OF FUNDS

This is to certify that the amount of **ONE MILLION ONE HUNDRED ONE THOUSAND AND FOUR HUNDRED PESOS ONLY (PhP1,101,400.00)** is available to cover procurement of Gawad Mabini medals and decorations relative to the conduct of 124<sup>th</sup> DFA Founding Anniversary Celebration, chargeable against **HRMO's 2022 MOOE** for **Representation Expenses**, pursuant to FY 2022 General Appropriations Act (GAA) (R.A. No. 11639) and subject to existing budgeting, accounting, auditing and government procurement laws, rules and regulations.

Funds provided for the purpose will be valid up to 31 December 2022.

This Certification is issued for whatever lawful purpose it may serve.

LYRIE F. FULGENCIO

Acting Department Chief Accountant

05 - 22 - 0001 BUDGET DIVISION-CAF 06 May 2022

This supersedes previously issued CAF No. 03-22-0074 dated 28 March 2022.