



## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT (MOA)** entered by and between **NOV 29 2024**

**CIVIL AVIATION AUTHORITY OF THE PHILIPPINES**, a government agency created under Republic Act 9497, with office address at Old MIA Road corner Ninoy Aquino Avenue, Pasay City 1300, represented herein by its Director General, **CAPTAIN MANUEL ANTONIO L. TAMAYO**, who is duly authorized for the purpose, and hereinafter referred to as the **CAAP**;

-and-

**NATIONAL PRINTING OFFICE**, a government instrumentality created and existing by virtue of Executive Order No.285, as amended by Executive Order No. 378 with main office address at EDSA corner, NIA North Road, Diliman, Quezon City, represented by **ATTY. FRANCIS CARLO D. TAPARAN**, Director IV, who is duly authorizes for the purpose, hereinafter referred to as the **"NPO"**;

### WITNESSETH THAT

**WHEREAS**, under Republic Act No. 9497, the Civil Aviation Authority of the Philippines establishes and prescribes rules and regulation for the inspection and registration of all aircraft owned and operated in the Philippines and all air facilities;

**WHEREAS**, among the functions of Civil Aviation Authority of the Philippines is to determine, fix and/or prescribe charges and/or rates pertinent to the operation of public air utility facilities and services;

**WHEREAS**, the above-cited functions entail the issuance of Accountable Forms (Receipts and/or Invoices and Tickets) to individual clients and entities which requires the printing of Accountable Forms that demand a high level of security for fraud prevention. Hence, the need for procurement of Accountable Forms;

**WHEREAS**, GPPB issued Guidelines on the Procurement of Printing Services states that:

"1.2 x x Printing of Accountable Forms and Sensitive High Quality Volume Requirements shall only be undertaken by the recognized government printers, namely: Bangko Sentral ng Pilipinas, National Printing Office, and APO Production Unit, Inc."

**WHEREAS**, the mode of procurement delineated in the approved CAAP Annual Procurement Plan FY 2024 for the acquisition of Accountable Forms entails an approach of Agency-to-Agency;

**WHEREAS**, the CAAP Bids and Awards Committee (BAC) issued a BAC Resolution recommending approval of HOPE for the mode of procurement to be Agency-to-Agency for the Procurement of Batch 2 Accountable Forms FY 2024;

**WHEREAS**, the BAC Resolution No. 2024-0212-155 (Bravo) was duly signed by CAAP-BAC Committee and approved by the HOPE hereto attached as Annex "E."

**WHEREAS**, The Approved Budget for the Contract (ABC) allocated for the printing of Accountable Forms amounting to **NINE MILLION EIGHT HUNDRED SIXTY-FIVE THOUSAND THREE HUNDRED EIGHTEEN PESOS ONLY (Php9,865,318.00)**.

ENGR. BENEDICT J. SAGUN  
Acting Chief Production Planning and Control Division

MARIA CRISTINA B. BALONON  
Chief, Treasury Division

ATTY. FRANCIS CARLO D. TAPARAN  
Director IV

CAPTAIN MANUEL ANTONIO L. TAMAYO  
Director General

**WHEREAS**, the total contract price offered by National Printing Office (NPO) does not exceed the ABC set for the printing services of Accountable Forms.

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

**SECTION I. GENERAL PROVISIONS**

1. The Agreement between CAAP and NPO shall be for the printing of Accountable Forms with a quantity of as follows:

Item No.	Quantity	Descriptions
1	6,020 pads	Invoice (44 airports)
2	277 pads	Non-VAT Acknowledgement Receipt (12 airports)
3	62,250 booklets	Parking Fee Tickets (33 airports - 7 Denominations)
4	17,950 booklets	Terminal Fee Tickets – International (6 airports - 3 Denominations)
Total	86,497 pads/booklets	

As supplementary, for the newly-opened CAAP-operated Airports, NPO shall print and deliver their requested Accountable Forms subject for payment by CAAP.

2. The following Annexes attached to this Agreement, shall be deemed to form part, and made an integral party of this Agreement:
- A. Purchase Request
  - B. Consolidated Summary Request of VAT Registered Accountable Forms Batch 2 FY 2024
  - C. Certificate of Budget Allocation (CBA)
  - D. Certification of National Printing Office (NPO)
  - E. Price Quotation of National Printing Office (NPO)

**SECTION II. OBLIGATIONS OF THE NATIONAL PRINTING OFFICE**

1. The National Printing Office (NPO) shall directly undertake the printing services for the contracts entered and cannot engage, subcontract, or assign any private printer to undertake the performance of the printing service.
2. The National Printing Office (NPO) shall supply and deliver the Thirty-Seven Thousand Four Hundred Seventy-Six (37,476) pads/booklets of Accountable Forms with the following specification in accordance with Price Quotation from National Printing Office (NPO), dated 14 February 2024:

Item No.	Quantity	Description	Unit Price	Total Amount
1	6,020 pads	<b>INVOICE (FORM)</b> <b>(44 airports)</b> <b>Size:</b> 8 ½" x 5 ¼" x 4 ply, <b>Material:</b> Carbonless Paper (all white) <b>Color:</b> Two (2) color print, with color coding	Php486.00/ pad	Php 2,928,128.00/ lot

		Original – Black Ink Duplicate – Green Ink Triplicate – Blue Ink Quadruplicate – Yellow Ink <b>Security Features:</b> with Amienda; Pre-numbered; with UV Logo of CAAP logo <b>Construction:</b> padded; 50 sets pad x 4 ply		
2	277 pads	<b>NON-VAT ACKNOWLEDGEMENT RECEIPT (FORM)</b> (7 branches) <b>Size:</b> 8 ½" x 5 ¼" x 4 ply <b>Material:</b> Carbonless Paper (all white) <b>Color:</b> Two (2) color print: with color coding Original – Black Ink Duplicate – Green Ink Triplicate – Blue Ink Quadruplicate – Yellow Ink <b>Security Features:</b> with Amienda; Pre-numbered: with UV logo of CAAP logo <b>Construction:</b> Padded: 50 sets per pad x 4 ply	Php620.00/ pad	Php 171,740.00/ lot
3	62,250 booklets	<b>PARKING FEE TICKETS (FORM)</b> (3 Branches – 2 Denominations) <b>Size:</b> 2" x 6" x 1 ply <b>Material:</b> CBS I Security Paper <b>Color:</b> Two (2) color for print <b>Others:</b> with CAAP Logo: with microprint <b>Construction:</b> Booklet Form: 50 pcs/booklet x 1 ply <b>Denomination(s):</b> Php 5.60 – 3,200 bkls Php 11.20 – 13,044 bkls. Php 22.40 – 33,349 bkls. Php 44.80 – 450 bkls. Php 56.00 – 1,806 bkls. Php 112.00 – 4,792 bkls. Php 168.00 – 5,609 bkls.	Php 81.00	Php 5,042,250.00/ lot
4	79,950 booklets	<b>TERMINAL FEE TICKETS – INTERNATIONAL (FORM)</b> (6 Airports) (2 Denominations) <b>Size:</b> 2" x 6" x 1 ply <b>Material:</b> Bristol Paper 180 gsm <b>Color:</b> Two (2) color print <b>Others:</b> with CAAP Logo; with Microprint <b>Construction:</b> Booklet Form; 50 pcs. per booklet x 1 ply <b>Denomination:</b> Php 150.00 – 30 bkls. Php 560.00 – 10,000 bkls. Php 784.00 – 7,920 bkls.	Php 96.00 Php 96.00 Php 96.00	Php 2,880.00 Php 960,000.00 Php 760,320.00

	86,497 pads/booklets		TOTAL	Php9,865,318.00
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3. The NPO shall deliver the Accountable Forms (Invoice, Non-VAT Acknowledgement Receipt, Parking Fee Tickets and Terminal Fee Tickets-International) within a span of **thirty (30) working days** from the time CAAP grants its approval of the definitive layout. Partial delivery shall be allowed and has been mutually concerned upon by both parties.

### SECTION III. OBLIGATIONS OF CAAP

1. CAAP shall provide the NPO with the design of the Accountable Forms to be printed.
2. Every delivery and acceptance by CAAP of the Accountable Forms in the quantity stated in Section II (2), CAAP shall process the payment to NPO the total amount stated in Section IV of the Agreement subject to auditing and accounting rules.

### SECTION IV. TERMS OF PAYMENT

1. Every delivery and acceptance by CAAP of the Accountable Forms, and after submission of the Statement of Billing Account together with all other documentary requirements by the NPO. CAAP shall process the payment, within fifteen (15) working days, the sum representing the full total contract price amounting to Nine Million Eight Hundred Sixty-Five Thousand Three Hundred Eighteen Pesos (Php9,865,318.00)
2. In case of failure to make the full delivery within the time specified in Section II (3), a penalty of one-tenth (1.10) of one percent (0.001) for unperformed portion for everyday of delay. Once the cumulative number of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract without prejudice to other courses of action and remedies available under the circumstance.

### SECTION V. AMENDMENTS

No amendment or modification of any of the terms and conditions of this Agreement shall be valid unless a written agreement executed by the respective authorized representatives of both parties.

### SECTION VI. TERMINATION

The termination of this Agreement shall be governed by the provisions of Annex "I" of the 2016 Revised IRR of R.A. No. 9184, or the Guidelines on Termination of Contracts.

### SECTION VII. FORCE MAJEURE

1. If by reason of Force Majeure, either party (the "Frustrated Party") is delayed or unable, in whole in part, to perform or comply with any obligation or covenant of this Agreement, the Frustrated Party may be relieved of inability 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 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 other particulars of the cause. If

notice is not given within five (5) days, the Frustrated Party will only be relieved from the performance of its obligations and covenant after such notice is given to the other party.

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

## SECTION VIII. DISPUTE RESOLUTION

The parties agree that avoidance or early resolution of disputes is crucial for the smooth execution of this Agreement and the performance of the parties' respective obligations. As such, the Parties shall settle all disputes arising out of or in connection with this Agreement or its interpretation, through mediation, within a period of sixty (60) days from the notice to mediate, prior to resort to any action under Presidential Decree (P.D.) No. 242 Prescribing the Procedure of Administrative Settlement of Adjudication of Disputes, Claims and Controversies Between or Among Government Offices, Agencies and Instrumentalities, Including Government-Owned or Controlled Corporations, and for Other Purposes and the 2015 Uniform Rules on Dispute Resolution under P.D. 242.

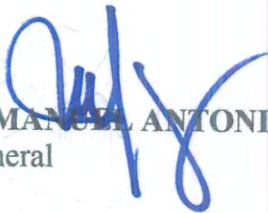
## SECTION IX. MISCELLANEOUS PROVISIONS

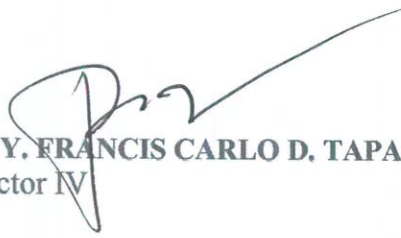
1. The parties are independent of each other, and nothing in this Agreement shall be construed to constitute the parties as partnership, joint venture, agency employment or representation of the other for any purpose whatsoever.
2. If any part of this Agreement is declared unenforceable or void, the 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 a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the party's authorized representative and agreed upon by the other party. Such waiver shall be effective only in the instance and for the purpose for which it is given.
4. It is further 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.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signature this \_\_\_\_\_ day of \_\_\_\_\_ at the City of Pasay.

CIVIL AVIATION AUTHORITY OF THE PHILIPPINES  
BY:


NATIONAL PRINTING OFFICE  
BY:

  
CAPTAIN MANUEL ANTONIO L. TAMAYO  
Director General

  
ATTY. FRANCIS CARLO D. TAPARAN  
Director IV

Signed in the presence of

  
MARIA CRISTINA B. BALONON  
Chief, Treasury Division

  
ENGR. BENEDICT J. SAGUN  
Acting Chief, Production Planning and Control Division

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in, QUEZON CITY this \_\_\_\_\_  
day of DEC 05 2024 2024 personally appeared the following:

CAPTAIN MANUEL ANTONIO L. TAMAYO  
Civil Aviation Authority of the Philippines

ID No. 0001 (CAAP)  
Issued at/on: Pasay City


ATTY. FRANCIS CARLO D. TAPARAN  
National Printing Office

ID No. D-16-05-308625 (Driver's License)

Known to me known to be the same persons who executed the foregoing instrument and acknowledged that the same are their voluntarily acts and deeds as the agencies they represent.

This instrument consisting six (6) pages, including which this acknowledgement is written, has been signed on each page thereof by the Parties, and sealed with notarial seal.

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

  
Notary Public  
ATTY. FELIZA M. IBARRA  
Notary Public for Q.C. / Until Dec. 31, 2024  
PTR No. 5452394D / Jan. 02, 2024 / Q.C.  
BP No. 254794 (2022-2024) / Q.C.  
Issued at: 0000973 (04/15/2022-04/14/2025)  
MCLE Comp. No. \_\_\_\_\_  
Adm. Letter No. NP-223 (2023-2024)  
Quirino Highway, Brgy. Kaligayahan Q.C.  
TIN No: \_\_\_\_\_

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