

CONTRACT OF AGREEMENT
PRINTING OF ACCOUNTABLE, FINANCIAL AND ADMINISTRATIVE FORMS

KNOW ALL MEN BY THESE PRESENTS:

That this **CONTRACT OF AGREEMENT** made and entered into by and between;

The **NATIONAL PRINTING OFFICE**, a government financial institution established under and by virtue of Executive Order No. 285, as amended, with principal office address at National Printing Office, EDSA, corner National Printing Road, Diliman, Quezon City, represented herein by **MR. EMMANUEL C ANDAYA, CEO VI**, herein after referred to as the **NPO**;

-and-

The **BUREAU OF FIRE PROTECTION**, a government agency created by virtue of DILG Act of 1990 represented herein by its Chief, who is authorized to represent and bind said office in this Contract, **DIRECTOR ROLANDO M BANDILLA JR, CESO IV**, herein referred to as the **BFP**.

WITNESSETH, that:

WHEREAS, the Chief, BFP approved BFP Bids and Awards Committee (BAC) Resolution No 2011-ANM-32 dated June 7, 2011, recommending approval of the adoption of alternative mode of procurement through negotiated method (Agency to Agency) for the printing of accountable, financial and administrative forms;

WHEREAS, the Chief BFP on June 28, 2011 approved BAC Resolution No. 2011-ANM-32A, a resolution recommending the award for the printing of accountable, financial and administrative forms to National Printing Office;

WHEREAS, the **NPO** has the mandate to serve as the government's printing arm tasked with the printing of government accountable forms, official election ballots, the Official Gazette and other public documents, ensuring that these comply with the quality and security standards required by the government.

WHEREAS, Government Procurement Policy Board (GPPB) Resolution No. 05-2010 stipulates that Pursuant to Section 29 of Republic Act (RA) 9970 (GAA 2010), procuring entities have the option to engage the services of private printers for their printing and publication expenditures ... provided, that the printing of accountable forms and sensitive high quality/volume printing requirements shall only be undertaken by recognized government printers (RGP), namely: Bangko Sentral ng Pilipinas (BSP), National Printing Office (NPO) and APO Production Unit, Inc.;

NOW THEREFORE, for and in consideration of the foregoing premises and mutual covenant, the parties hereto have agreed subject to the following terms and conditions:

ARTICLE I
SCOPE OF CONTRACT

1. The **NPO** must submit the initial draft within seven (7) calendar days upon receipt of Notice to Proceed and deliver the items listed hereunder at **BFP**, National Headquarters, 145 Union Square Condominium, 15th Avenue, Cubao, Quezon City on a staggered basis upon approval of the final draft;

PARTICULARS	QTY	UNIT PRICE	TOTAL PRICE	DELIVERY SCHEDULE
Advice of Sub Allotment (ASA)	30 pads	Php 368.00	Php 11,040.00	20 calendar days upon approval of final layout
Payslip Forms (continuous forms)	80 boxes	Php 2,512.50	Php 201,000.00	20 calendar days upon approval of final layout
Official Receipt	20,000 booklets	Php 95.00	Php 1,900,000.00	Initial delivery 5,000 pads 20 calendar days upon approval of final layout Succeeding deliveries every 15 calendar days @ 5,000 pads
Order of Payment Slip	1,000,000 sets	Php 3.80	Php 3,800,000.00	Initial delivery 250,000 sets 20 calendar days upon approval of final layout Succeeding deliveries every 15 calendar days @ 250,000 sets
Appointment Form	8,700 sets	Php 20.50	Php 178,350.00	20 calendar days upon approval of final layout
TOTAL			Php 6,090,390.00	

2. The technical specifications, conditions of the contract, purchase request and bid documents shall be made as integral part of this contract, hereto attached;

ARTICLE II CONTRACT PRICE

1. As a consideration for the faithful performance and satisfactory accomplishment of all obligations of the NPO under this contract, the BFP shall pay the NPO the total contract price of **Six Million Ninety Thousand Three Hundred Ninety Pesos (PhP6,090,390.00)** for the printing of accountable, financial and administrative forms;

2. All fees, taxes and other similar charges, imposed by the Philippine Government shall be on the account of the NPO;

ARTICLE III TERMS OF PAYMENTS

1. The duty performance shall be rendered by the NPO on the delivery schedule above Stated in the Scope of the Contract at BFP National Headquarters, 145 Union Square Condominium, 15th Avenue, Cubao, Quezon City, Philippines:

2. The full amount of the total contract price shall be paid by the BFP payable in favour of the NPO, only after final inspection and acceptance of the delivered accountable, financial and administrative forms ;

ARTICLE IV FORCE MAJEURE

The NPO shall not be in default under this contract for any delay in the PROJECT caused by force majeure or fortuitous event, provided that NPO informs the BFP in writing of such delay within ten (10) days after the occurrence of the cause of delay. Upon receipt of such notice of delay, the BFP shall promptly ascertain the facts and the extent of the delay. The BFP decision shall be binding upon the NPO;

**ARTICLE V
PENALTY CLAUSE**

In case the NPO fails to effect the PROJECT in accordance with Article IV hereof without any fault on the part of the BFP an amount equivalent to one tenth of one percent (1/10 of 1%) of the total value of the undelivered units shall be deducted for each day of delay as penalty. A penalty shall be deducted from any source that may be payable to the NPO or levied upon the performance bond;

**ARTICLE VI
GUARANTY OF MATERIAL AND WORKMANSHIP**

The NPO hereby guarantees the project in favor of the BFP against defaults or defects, and shall have a warranty for a period of one (1) year from date of acceptance; the obligation for the warranty shall be covered by either retention money or a special bank guarantee equivalent to at least ten percent (10%) of the total contract price.

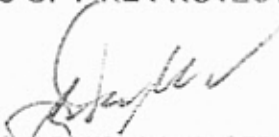
**ARTICLE VII
ARBITRATION**

Any dispute or unresolved differences arising out of or in connection with this contract that cannot be amicably settled by and between the parties thereto, shall be referred first for arbitration in Quezon City, Philippines before recourse to Courts of competent jurisdiction shall be availed of.

IN WITNESS WHEREOF, the Parties hereto, acting through their representative duly authorized for this purpose affix their signatures on the ___ day of SEP 05 2011 at Quezon City Philippines.

BUREAU OF FIRE PROTECTION


By:


ROLANDO M. BANDILLA JR, CESO IV
DIRECTOR BFP

Chief, BFP

NATIONAL PRINTING OFFICE

By:


MR EMMANUEL C. ANDAYA, CEO VI
Acting Director

Signed in the presence of:



Signature Over Printed Name



Signature Over Printed Name

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY CITY) ss.

x-----x

SEP 05 2011

BEFORE ME, on this ____ day of _____ 2011 personally appeared the following public official, namely:

Name:	CTC No.	Issued on:	Issued at:
DIRECTOR ROLANDO M BANDILLA JR	<u>20099380</u>	<u>February 10, 2011</u>	<u>Quezon City</u>
MR EMMANUEL C. ANDAYA, CEO VI	12864191	February 25, 2011	Taguig City

who are known to me to be the same public officials who executed the foregoing instrument and they both acknowledged to me that the same is their own free and voluntary act and deed and that of the government agencies they represent herein.

This instrument consisting of four (4) pages including this page where this acknowledgement is written, which is signed by said officials and their instrumental witnesses on each and every page thereof, refers to a CONTRACT OF AGREEMENT which is executed for the purpose(s) therein.

WITNESS MY OFFICIAL SEAL and SIGNATURE on the date and place above-written.

Book No. 46
Page No. 11
Doc. No. XIX
Series of 2011

~~PEDRO M. FEJERER
Notary Public for Quezon City
Until December 31, 2012
Adm. Matter No. NB-138 (2011-2012)
Suite 202 Union Square Condo.
148 15th Avenue, Cubao, Q.C.
PTR No. 4559936-B/01-03-2011/Q.C.
IOP Lifetime Member No. 04238
Roll of Attorneys No. 24394~~