

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT is made and entered into and executed this 15 day of JUN 2021 at QUEZON CITY Philippines, by and between:

The BUREAU OF FIRE PROTECTION, REGION-1 a government agency organized and existing under laws of the Republic of the Philippines, with office address at Patac, Sto. Tomas, La Union, Philippines represented herein by its Regional Director, SSUPT RIZZA D SIMBAJON, DSC, hereinafter referred to as the "BFP R-1"

-and-

The NATIONAL PRINTING OFFICE, a recognized government printer created under Executive Order No. 285, s. 1987, with office address at EDSA cor. NIA North Road, Diliman, Quezon City, represented by its Director, FRANCISCO V. VALES, JR., DIRECTOR IV hereinafter referred to as the "NPO".

Collectively identified herein as the "PARTIES".

WITNESSETH, THAT:

WHEREAS, Section 4 Volume 1 of the Government Accounting Manual (GAM) states the following:

- i. No payment of any nature shall be received by a collecting officer without immediately issuing an official receipt in acknowledgement thereof. The receipt maybe in the form of postage, internal revenue or documentary stamps and the like, officially numbered receipts, subject to proper custody, accountability and audit. (Sec. 68(1), P.D. No. 1445);
- ii. At no instance shall temporary receipts be issued to acknowledge the receipt of public funds. (Sec. 72, GAAM Volume 1); and
- iii. Pre-numbered OR's shall be issued in strict numerical sequence. All copies of each receipt shall be exact copies of carbon reproduction in all respect of the originals. (Sec 73, GAAM Volume 1).

WHEREAS, part of the BFP's program is its mandate on Fire Code Fees Collection. Said collection is of great assistance in carrying out the mandate of the institution to ensure public safety and to realize the BFP's Mission & Vision for modernization;

WHEREAS, to ensure compliance to items (i.), (ii.), (iii.) a printed Official Receipt (Form No. 51-C) that contains the Republic of the Philippines Logo and carbonless sheets shall be used.

WHEREAS, Section 53.5 of the 2016 Revised Implementing Rules and Regulations of the GPRA, and its Annex "H", provide for the rules and procedures on the procurement of goods and services provided by agencies of the Government of the Philippines;

FRANCISCO V. VALES, JR.
 Director IV
 2

CHERYL F. ...
 Acting Chief - PPCD

WHEREAS, as detailed in its BAC Resolution No. GOODS 025-2021, the End-User has justified that engaging the services of the NPO for the procurement of Accountable Forms No. 51-C (Official Receipt) is the most efficient and economical option for the government;

WHEREAS, the NPO is created pursuant to Section 6 of Executive Order No. 285, s. 1987 and is mandated to have sole jurisdiction in publishing and printing public documents in the Official Gazette;

WHEREAS, the fee for the PRINTING OF ACCOUNTABLE FORMS (OFFICIAL RECEIPTS) FOR THE USE OF BUREAU OF FIRE PROTECTION, REGION 1, CY 2021 has been estimated by the NPO at Two Hundred Fifty Thousand PESOS (Php 250,000.00), inclusive of One Thousand (1,000) Pads;

NOW, THEREFORE, for and in consideration of the foregoing premises, and the mutual covenants, stipulations and agreements, the PARTIES have agreed upon, as they do hereby, agree as follows:

Section 1. Scope and Applicability of this Agreement — This Agreement sets forth the terms and conditions in which the Parties undertake to perform their respective obligations.

Section 2. Statement of Consideration — For and in consideration of the services rendered, the BFP R-1 shall pay the sum of Two Hundred Fifty Thousand PESOS (Php 250,000.00) as fee for the PRINTING OF ACCOUNTABLE FORMS (OFFICIAL RECEIPTS) FOR THE USE OF BUREAU OF FIRE PROTECTION, REGION 1, CY 2021, which is inclusive of One Thousand (1,000) Pads.

Section 3. Obligations of the NPO — The NPO shall print and supply One Thousand, (1,000) Pads of Accountable Forms No. 51-C (Official Receipt) to the BFP R-1 after payment had been made by the latter.

Section 4. Obligations of the BFP R1 — the BFP R-1 shall pay the sum of Two Hundred Fifty Thousand PESOS (Php 250,000.00), to the NPO as consideration for the services of the latter. The payment shall be made in accordance with the methods indicated in the Department of Budget and Management Circular 201316. The BFP R-1 shall likewise pick-up the Official Receipts from office of the NPO after printing of the said accountable forms.

Section 5. Defects — Any defect in the printing of the same shall be remedied or reprinted for the account of the NPO.

Section 6. Terms of Agreement — This Agreement shall become effective upon execution and shall be valid and subsisting until the final satisfactory fulfillment of the obligations by the Parties.

Section 7. Amendments — No amendment or modification of any of the terms and conditions of this Agreement shall be valid unless evidenced by a subsequent written agreement executed by the Parties' respective authorized representative.

Section 8. Severability — If any of this Agreement is declared unenforceable or void, the rest of the Agreement shall nevertheless remain in full force and effect.

Section 9. Waiver — No failure, omission or delay of any of the Parties in exercising any of its rights, privileges, and remedies hereunder shall operate

FRANCISCO VALES, JR.
Director IV

CHERYL F. B. MPA
Acting Chief / PCD

as 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. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

Section 10. Assignment — The benefit of this Agreement may not be assigned in whole or in part by a party without written consent of the other.

Section 11. Binding Effect — This Agreement shall be binding on the Parties and their respective successors-in-interest.

IN WITNESS WHEREOF, the Parties to this Agreement have hereunto affixed their signatures in this ___ day of 5 JUN 2021 2021.

BUREAU OF FIRE PROTECTION
Region 1

By:



SSUPT RIZZA D SIMBAJON, DSC
Regional Director


SIGNED IN THE PRESENCE OF:


SINSP EDWIN C ORESUNDOS

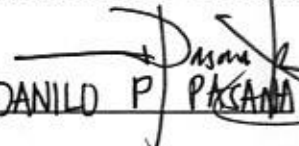
NATIONAL PRINTING OFFICE
(NPO)

By:


FRANCISCO V. VALES, JR.
Director IV 7


CHERYL F. BALACOS, RN, MPA
Acting Chief PPCD

CERTIFIED FUNDS AVAILABLE:


DANILO P PASANA, JR. CPA

ACKNOWLEDGMENT

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

5 JUN 2021

BEFORE ME, a Notary Public, for and in the above jurisdiction this 5 of _____ 2021, personally appeared and presented to me their respective competent identification documents, to wit:

	Competent ID No.	Date of Issue/Expiry
SSUPT RIZZA D SIMBAJON,	_____	_____
FRANCISCO V. VALES, JR.,	_____	_____

known to me and to me known to be the same persons who executed the foregoing MEMORANDUM OF AGREEMENT and acknowledged to me that the same is their free and voluntary act and deed and that of the institutions they represent.

The instrument refers to a MEMORANDUM OF AGREEMENT consisting of four (4) pages, including this page whereon this Acknowledgement is written, signed by the parties and their witnesses on each and every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place first mentioned.

FRANCISCO VALES, JR.
Notary IV

NOTARY PUBLIC

ATTY. JAY T. BORROMELO

NOTARY PUBLIC
FOR AND IN QUEZON CITY
VALID UNTIL DEC. 31, 2022
IBP NO. 132416 11-10-2020 FOR 2021-QUEZON CITY
PTR NO. 0598901 01-04-2021 QUEZON CITY
ROLL NO 49649 / TIN NO. 156-545-237
ADMIN MATTER NO NP 005 (2021-2022)
MCLE COM. NO VII-0002196 02-26-2020- VALID UNTIL 04-14-2025
Add: NGO (NATIONAL GOVERNMENT OFFICE), BLDG
2nd Flr. POLICE CLEARANCE, QUEZON CITY HALL COMP Q.C.

CHERYL F. [Signature]
MPA
Acting Notary PCPD

Doc. No. 394
Page No. 79
Book No. XXV
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