

**Contract for Printing Facility Technical Audit Consultancy Service
(Highly Technical Consultant)**

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Service was agreed and entered into this APR 19 2018 in Quezon City, Philippines, by and between:

NATIONAL PRINTING OFFICE (NPO), a government agency under the **Presidential Communications Office (PCO)**, with business address at EDSA cor. NPO Road, Barangay Pinyahan, Diliman, Quezon City represented in this act by **FRANCISCO V. VALES JR.**, in his capacity as **Director IV**, hereinafter referred to as the **"First Party"**;

-and-

BERNABE KITANE, II, Filipino, of legal age, married and a resident of 61 Lavender Street, SSS Village I, Concepcion Dos, Markina City, hereinafter referred to as the **"Second Party"**.

WITNESSETH:

WHEREAS, the *First Party* is in need of a **Printing Plant Technical Audit Consultancy Service** to provide a technical audit in the National Printing Office;

WHEREAS, in compliance with Section 53.7, of the Revised IRR of R.A. No. 9184, the *First Party* seeks to procure the services of a Highly Technical Consultant to conduct the Technical Audit of the printing facility of the *First Party*;

WHEREAS, based on the Terms of Reference and considering the nature of the consultancy work, the Bids and Awards Committee (BAC) has validated the *Second Party* as legally, technically and financially capable to undertake and fulfill the consultancy work;

WHEREAS, the BAC issued Resoution No. 2018-47, recommending to the HoPE the award of the contract to the *Second Party*. A Notice of Award was issued on April 19, 2018;

WHEREAS, the *Second Party* agrees to undertake the conduct of the Technical Audit in the printing facility of the *First Party*;

NOW, THEREFORE, for and in consederation of the foregoing premises, the parties hereby agree and stipulate, as follows:

I. SCOPE OF WORK AND DUTIES

1. The *Second Party* shall undertake and perform the following tasks and services subject to the general supervision and pursuant to the orders, advice and direction of the *First Party*:
 - a. To work regulary during normal working hours of the *First Party* and shall not enter into another contract of service nor accept any other job, part-time or otherwise for the duration of the contract;
 - b. To perform the task, duties and functions of a **Printing Facility Technical Audit Consultant** under the Office of the Director of NPO to wit;
 - To provide independent Technical Audit of the National Printing Office Printing Facility.
 - To identify gaps versus regulatory requirements, office standards and procedures.
 - To provide the National Printing Office with clear understanding of status versus industry standards and printing best practices.
 - To provide the National Printing Office with prioritized actions to drive improvement.

- To ensure independence, the Technical Auditor shall have the authority, access to programs and managers, and organizational freedom to:
 - identify and document problems that affect quality;
 - identify and cite noteworthy practices that may be shared with others to improve the quality of their operations and products;
 - propose recommendations (if requested) for resolving problems that affect quality;
 - independently confirm implementation and effectiveness of solutions; and
 - when problems are identified, provide documented assurance (if requested) to line management that further work performed will be monitored carefully until the deficiencies are suitably resolved.
- To perform such other duties relative to his position as well as to render additional or such other unrelated services and duties as may be assigned from time to time by the *First Party*;

2. The *Second Party* agrees that he will at all times faithfully, industriously, and diligently perform all of duties that may required of his pursuant to express and implicit terms hereof and to the reasonable satisfaction of the *First Party*. Such duties shall be rendered at the principal office of the *First Party* and at such other place or places as the *First Party* shall in good faith require as the interest, need, business or opportunity of the *First Party* shall require;
3. Under the herein Contract, no employer-employee relationship exists between the parties;

II. COMPENSATION

4. The compensation or salary to be paid by the *First Party* to the *Second Party* for the services to be rendered is at the rate of **FIFTY THOUSAND PESOS [P50,000.00]** per month payable semi-monthly on the 15th and 30th to be charged to the Maintenance and Other Operating Expenses (MOOE), subject to the existing COA rules and regulations;
5. The total amount to be paid by the *First Party* to the *Second Party* is in the amount of **THREE HUNDRED THOUSAND PESOS [P300,000.00]** inclusive of all applicable government taxes and charges, professional fees, and other incidental and administrative costs.

III. TERM

6. This Contract shall take effect upon the date of execution hereof and shall expire after the end of service as provided in paragraph 6 hereof;
7. The *Second Party* shall undertake to perform the services required in this Contract within six (6) months from the signing of this agreement. However, the *First Party* reserves the right to terminate the Contract of Service upon five (5) days notice to the *Second Party* if the *Second Party* fails to perform his services in the manner stated in Article I hereof, or violates relevant Civil Service Rules and Regulations;

IV. CONFIDENTIALITY

8. The *Second Party* acknowledges that it may have access to certain confidential information when performing the services contracted for herein and agrees to take necessary acts to ensure the he does not make public any information that is identified in writing by the *First Party* as confidential and further agrees not to use or disseminate such confidential information except as is necessary to perform it services contracted herein or as required by law;
9. For purposes of this contract "Confidential Information" shall include all information or material that has or could have commercial value or other utility for the *First Party*. If Confidential Information is in written form, the *First Party* shall label or stamp the materials with the word "Confidential" or

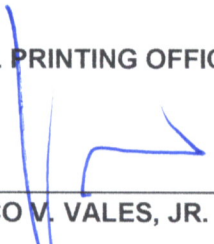
some similar warning. If Confidential Information is transmitted orally, the *First Party* shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

V. OTHER PROVISIONS


10. It is further agreed that any breach or evasion of any terms of this contract will result in the immediate termination of this contract and will entitle the party suffering the injury and/or breach to all legal remedies for injunction and/or specific performance as well as to all other legal and equitable remedies to which such injured party may be entitled hereunder.

IN WITNESS WHEREOF, the parties have hereunto set their hands this APR 19 2018 in, Quezon City, Philippines.


NATIONAL PRINTING OFFICE



FRANCISCO V. VALES, JR.

HIGHLY-TECHNICALCONSULTANT


PROF. BERNABE KITANE, II

SIGNED IN THE PRESENCE OF:





ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Quezon City) S.S.


BEFORE ME, the following persons personally appeared with their respective valid I.D.s as specified below, known to me and to me known to be the same persons who executed the foregoing **Contract for Printing Facility Technical Audit Consultancy Service (Highly Technical Consultant)** and acknowledged to me that the same is their free act and deed.

NAME	VALID I.D.	EXPIRATION DATE
FRANCISCO V. VALES, JR.	UMID CRH - 0006 - 0014 - 8378 - 5	
PROF. BERNABE KITANE, II	UMID CRH - 0003 - 0755 503 - 8	

This instrument relates to **Contract for Printing Facility Technical Audit Consultancy Service (Highly Technical Consultant)** dated _____ and consists of three (3) pages including this page on which this acknowledgement is written and signed by the parties and their witnesses on each and every page in the left margin and sealed with my notarial seal.

IN WITNESS, WHEREOF, I have hereunto set my hand on APR 19 2018, at Quezon City, Philippines.

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Notary Public
ATTY. FLORIMOND C. ROUS
Notary Public for Quezon City
Until December 31, 2013
PTR No. 5521227 / 01-3-10/Q.C.
IBP LIFETIME No. 00315
ROLL No. 25769 / TIN No. 142454-905
MCLE 5 Comp. 00001049; 1-22-2014
Adm. Matter No. 162 / RTC-QC / 2018