



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF JUSTICE  
**OFFICE OF THE GOVERNMENT CORPORATE COUNSEL**  
3rd Floor MWSS Administration Building, Katipunan Avenue  
Balara, Quezon City  
Tel Nos. 927-0030 / 920-7477 • Fax No. 436-4405  
www.ogcc.gov.ph

Contract ID : CBOA-111220  
Contract Name : **ENGAGEMENT OF PRINTING SERVICES FOR THE  
COMMEMORATIVE BOOK FOR THE 85<sup>TH</sup> OGCC  
ANNIVERSARY**

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This Agreement made and executed this 12<sup>th</sup> day of November 2020 at Quezon City, Metro Manila, by and between:

**OFFICE OF THE GOVERNMENT CORPORATE COUNSEL**, a government agency with address at 3<sup>rd</sup> Floor, MWSS Building, Katipunan Avenue, Diliman, Quezon City, herein represented by **Government Corporate Counsel ELPIDIO J. VEGA**, Head of the Procuring Entity, and hereinafter referred to as "**OGCC**";

and

**COVER AND PAGES CORPORATION**, duly organized and existing under Philippine laws, with address at 2763 Silang St., Sta. Ana, Manila, herein represented by **MARIFE B. LOYOLA**, Accountant/ Authorized Representative and hereinafter referred to as "**Cover and Pages**"

#### **ANTECEDENTS**

WHEREAS, the OGCC is the principal law office of all government-owned and controlled corporations whether incorporated by law or created by charter;

WHEREAS, Cover and Pages offers printing services to clients;

WHEREAS, the Souvenir Committee of the OGCC, the end user, submitted its proposal for the creation of a Commemorative Book in celebration of its 85<sup>th</sup> anniversary. The Book is intended to highlight the history and accomplishments of the OGCC;

WHEREAS, the project is a commissioned work and thus, was procured through Negotiated Procurement of Artistic Work under Section 53.6 of the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act No. 9184.

WHEREAS, the Souvenir Committee submitted its report on the qualification of Cover and Pages pursuant to the procedure laid down in Annex H of the 2016 RIRR;

*..... committed to uphold justice  
under the rule of law*



WHEREAS, after due evaluation and based on the report of the Souvenir Committee, the BAC recommended the award of the contract to Cover and Pages.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) Cover and Pages’s formal quotation including the technical, legal and financial documents/requirements;
  - (b) the Terms of Reference;
  - (c) Recommendation to Award the Contract;
  - (d) Notice of Award;
  - (e) Notice to Proceed;
  - (f) Requests for Extension, if any; and
  - (g) Contract amendments, if any.
3. In consideration of the payments to be made by OGCC to Cover and Pages as hereinafter mentioned, Cover and Pages hereby covenants with OGCC to provide the services therein in conformity in all respects with the provisions of this Contract

**I. DELIVERABLES**

In celebration of OGCC’s 85 years amidst the pandemic and to showcase the Office’s milestones and accomplishments, OGCC needs to engage a printing services provider to render the following deliverables as stated in the Terms of Reference, herein reproduced:

| <b>TECHNICAL SPECIFICATION</b> |   |
|--------------------------------|---|
| <b>Size</b>                    | 11.5x7.5 inches   |
| <b>Pages</b>                   | 82 pages including the cover page   |
| <b>Cover/Paper</b>             | C2S 160   |
| <b>Inside/Paper</b>            | C2S 180   |
| <b>Process</b>                 | 4 Color Printing<br>Matte Lamination<br>Perfect Binding with Spot UV on cover |
| <b>Number of Copies</b>        | 600 pieces  |
| <b>Delivery</b>                | Within 14 calendar days from approval of Mock up                              |



|                          |   |
|--------------------------|---|
|                          | Mock up should be delivered within 7 calendar days from transmission of the file for printing   |
| <b>Additional Copies</b> | Any copy in excess of the first 600 copies should be at the same unit price of the first 600 copies and delivered within 7 days from notice of additional order |

**II. PROJECT COST**

In consideration of the photography services to be provided by **Cover and Pages**, OGCC hereby agrees to pay **Cover and Pages** the Contract Price of **TWO HUNDRED NINETY-FOUR THOUSAND PESOS (Php294,000.00)**, inclusive of VAT and all other taxes, under the provisions of this contract.

**III. OTHER TERMS AND CONDITIONS**

- Changes to the finished product, if requested by the OGCC, may result in additional charges subject to the agreement of both parties;
- The commemorative book shall be delivered at the given office address below:

**PROPERTY AND SUPPLY OFFICE**  
**Office of the Government Corporate Counsel**  
 3<sup>rd</sup> floor MWSS Administration Building  
 Katipunan Ave., Balara, Quezon City

- The commemorative book shall be subject to inspection and acceptance prior to payment; and
- Strict observance and application of health protocols at all times in the delivery of printed materials inside the MWSS Building and OGCC premises.

**IV. MISCELLANEOUS PROVISIONS**

- Governing Law** - This Agreement shall be governed and construed and implemented in accordance with Republic Act No. 9184, its 2016 Revised Implementing Rules and Regulations, relevant GPPB and Commission on Audit issuances and regulations.
- Severability** - In the event that any term or condition of this Agreement is in conflict with or is otherwise unenforceable under any law, rule or regulation of the government or any of subdivision thereof, such term or condition shall be deemed



stricken from this Agreement, but such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement.

- 4. Entire Agreement - The terms and conditions herein contained constitute the entire Agreement between the parties relating to the subject matter hereof and shall superseded all previous communications, oral or written, between the parties with respect to the subject matter hereof.
- 5. Amendment - This Agreement may be amended only by the written agreement of the parties through their duly authorized officers or representatives.
- 6. Venue - The parties hereby agree that any court action that may arise in connection with the implementation of this Agreement shall be brought before the proper courts of Quezon City only.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


**OFFICE OF THE GOVERNMENT  
CORPORATE COUNSEL**

**COVER AND PAGES  
CORPORATION**

By:

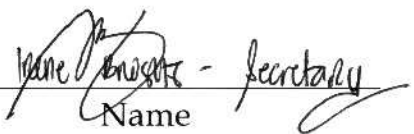
  
**ELPIDIO J. VEGA**  
 Government Corporate Counsel  
 Head of Procuring Entity

By:

  
**MARIFE B. LOYOLA**  
 Accountant/Authorized Representative

Signed in the Presence of

\_\_\_\_\_  
Name

  
 \_\_\_\_\_  
 Name

As to Availability of Funds

  
**RYAN JOSEPH RODRIGUEZ**  
 Accountant



**ACKNOWLEDGMENT**

REPUBLIC OF PHILIPPINES)  
\_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in the City of \_\_\_\_\_, personally appeared the following persons, with their respective Competent Evidence of Identity as follows:

| Name             | Competent Evidence of Identity | Date and Place of Issuance |
|------------------|--------------------------------|----------------------------|
| ELPIDIO J. VEGA  | OGCC ID No. 0001               | Quezon City                |
| MARIFE B. LOYOLA | CRN 0033-8351869-5             | Manila                     |

all known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed and that of the corporations/entities which they respectively represent, consisting of only five (5) page/s, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this JAN 28 2021 2021 at QUEZON CITY, Philippines.

*Concepcion P. Villarena*  
**NOTARY PUBLIC**  
 ATTY. CONCEPCION P. VILLARENA  
 Notary Public for Quezon City  
 Joint December 31, 2021  
 PTR No. 057343 / 14-2021 / QC  
 IBP No. 003527 / 10-22-2019 / QC  
 PAB No. 30457 / 05-09-80  
 BCLP No. 00130379 / 2-21-2020  
 Accred. No. of RA 9001 (2020-2021)  
 T. 0505, 111-342734

Doc. No. 776 ;  
Page No. 81 ;  
Book No. 86 ;  
Series of 2021;