



Republic of the Philippines
Department of Justice
OFFICE OF THE GOVERNMENT CORPORATE COUNSEL
Third Floor MWSS Administration Bldg., Katipunan Road
Balara, Quezon City
Tel. Nos. (02) 3436 3779 • Fax No. 3436-4405
www.ogcc.gov.ph

NOTICE OF AWARD

12 April 2023

MS. JANICE DUCENA
The Nobleminds Academy
Unit A-314 Buena Vista Homes Bennet Rd.
Old Cabalan, Olongapo City
09176136822/09609059086
noblemindsph@gmail.com

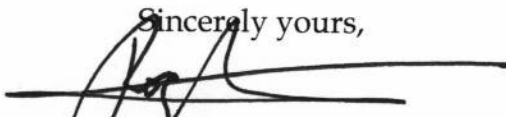
Dear Miss Ducena:

We are pleased to inform you that your bid/proposal for the procurement of **Consulting Services for the Strategic Planning Workshop of the Office of the Government Corporate Counsel** in the amount of **Two Hundred Thousand Pesos (PhP200,000.00)** has been determined as the Highest Rated and Responsive Bid.

You are therefore required to submit a Notarized Omnibus Sworn Statement using the prescribed GPPB-TSO form within three (3) working days from receipt of this notice. Failure to submit the same shall constitute a ground for the cancellation of the award.

Should you have further clarifications on the above matter, you may contact GCA Diane Camilla R. Borja at cellphone number 09178744417 or email address ogccbacsecretariat@gmail.com.

Sincerely yours,


ROGELIO V. QUEVEDO
Government Corporate Counsel

Conforme:


MS. JANICE DUCENA
The Nobleminds Academy

Date Received: _____

**CONTRACT FOR THE ENGAGEMENT OF CONSULTING SERVICES
FOR THE STRATEGIC PLANNING WORKSHOP OF THE OFFICE OF
THE GOVERNMENT CORPORATE COUNSEL**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered by and between:

The **OFFICE OF THE GOVERNMENT CORPORATE COUNSEL**, a government agency, with address at 3RD Floor MWSS Building, Katipunan Road, Balara, Quezon City, herein represented by **ROGELIO V. QUEVEDO**, Government Corporate Counsel, hereinafter referred to as the "OGCC";

and

THE NOBLEMINDS ACADEMY, an organization and human resource development firm with office address at Unit A-314 Buena Vista Homes Bennet Rd. Old Cabalan, Olongapo City, herein represented by **NORBERTO CASABAL**, its Managing Director, hereinafter referred to as the "NOBLEMINDS".

Collectively herein referred to as the "**PARTIES**".

WITNESSETH:

WHEREAS, the **OGCC**, is the statutory and principal law office of all Government Corporations (GCs), collectively referring to Government-Owned or Controlled Corporations (GOCCs), Government Financial Institutions (GFIs), Government Instrumentalities with Corporate Powers (GCIPs), and Government Corporate Entities as defined in Republic Act (RA) 10149 as well as their subsidiaries and corporate off springs including Economic Zones, State Universities and Colleges (SUCs) and Water Districts (WDs);

WHEREAS, the **OGCC** intends to prepare the **OGCC Roadmap and Strategic Plan for 2023-2028** which aims to ensure that **OGCC's** core mandate as well as its Programs/ Activities/Projects (PAPs) are responsive and attuned to the growing needs of its clientele and ensure that it is aligned with the Philippine Development Plan (PDP) 2023-2028, as mandated by Executive Order No. 14, s. 2023.

WHEREAS, the **OGCC** shall conduct a planning or strategic workshop on 18-20 April 2023 to revisit, assess, and adjust, if necessary, its programs, activities, and projects as well as its vision, mission, and core values to ensure that they are responsive and attuned to the growing needs of its clientele;

WHEREAS, NOBLEMINDS is an organization and human resource development firm offering services in areas of Leadership Development, People Development and Organizational Development.

WHEREAS, the **OGCC** seeks to engage the services of **NOBLEMINDS**, pursuant to the procedures and requirements of Republic Act (RA) 9184, for the review and development of the OGCC's five-year development plan as well as for the design and facilitation of a planning workshop;

WHEREAS, NOBLEMINDS possesses the experience and skills required to provide the expertise described herein and has signified the intention to be engaged as service provider needed by the **OGCC**, which the latter has accepted;

NOW THEREFORE, the premises having been considered, the Parties hereby agree as follows:

1. The following documents as required by Annex H of the 2016 Revised Implementing Rules and Regulations (RIRR) of RA 9184 shall be deemed to form and be read and construed as integral part of this Contract, viz:
 - a. Terms of Reference (TOR);
 - b. Request for Quotation (RFQ);
 - c. NobleMind's proposal including the eligibility requirement, technical and financial proposals, and all other documents or statements submitted; Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the OGCC's bid evaluation;
 - d. Notice of Award;
 - e. Notice to Proceed; and
 - f. Other contract documents that may be required by existing laws and/or the OGCC concerned in the RFQ. NOBLEMINDS agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
2. **TERMS OF EMPLOYMENT** - It is understood that this contract does not create an employer-employee relationship between Parties, that the services rendered hereunder are not considered and will not be accredited as government service, and that the latter is not entitled to benefits enjoyed by the regular personnel of the **OGCC**.

NOBLEMINDS shall not assign this Contract or sub-contract any portion of it without the **OGCC's** prior written consent.

3. **DELIVERABLES** - The timetable for the deliverables are herein adjusted in view of the adjustments in the conduct of the procurement process.

NOBLEMINDS shall deliver the following outputs during the contract period:

DELIVERABLES	TIMETABLE	LOCATION
Planning with OGCC Corporate Planning Committee with review of relevant documents	14 & 17 April 2023	Conduct via zoom
Strategic Planning Workshop Proper	18-20 April 2023	UP-Hotel Guerrero St. Cor. Aglipay UP Campus Diliman QC
Submission of the initial draft of OGCC Strategic Plan for 2024-2028	12 May 2023	OGCC Office
Turn Over of Final Draft of the Roadmap and Strategic Plan for 2024-2028	2 June 2023	OGCC Point Person: Franz Carmel Gamier

Submission of reports may be subject to written request of extension and once granted, shall not be subject to liquidated damages.

4. **DUTIES AND RESPONSIBILITIES**

NOBLEMINDS shall:

- a) Gather data from key people from the OGCC necessary for the activity;
- b) Draft, submit, and finalize the reports as stated in the TOR subject to OGCC's approval;
- c) Facilitate the Strategic Planning Workshop;
- d) Turn-over to the OGCC all minutes, documentation, and other results of the workshop as well as videos or photographs taken during the workshop.

OGCC shall:

- a) Provide the venue for the conduct of the activity
- b) Ensure the attendance of the targeted participants to the workshop
- c) Provide all required data to **NOBLEMINDS**

- d) Provide the equipment, supplies, and materials to be used during the activity
5. **MISCELLANEOUS EXPENSES** - The OGCC shall not shoulder or reimburse the cost for the transportation, accommodation, and meals of NOBLEMINDS. It is understood that said costs are already included in the bid as accepted by the OGCC.
6. **PAYMENT** - NOBLEMINDS shall be paid the amount of **TWO HUNDRED THOUSAND PESOS inclusive of all applicable government taxes and charges and other incidental expenses**. Payment shall be made by OGCC within ten (10) calendar days from the performance of the service as herein agreed upon:

DELIVERABLES*	AMOUNT
Planning with OGCC Corporate Planning Committee with review of relevant documents	PhP20,000.00
Strategic Planning Workshop Proper	PhP50,000.00
Acceptance/ Approval by the OGCC of the initial draft of the OGCC Roadmap and Strategic Plan for 2024-2028	PhP30,000.00
Acceptance/ Approval by the OGCC of the Final draft of Roadmap and Strategic Plan for 2024-2028	PhP100,000.00
TOTAL	PhP200,000.00

**Deliverables were amended but is still within the contract cost.*

All payments shall be endorsed by the OGCC Corporate Planning Committee supported by the original signed statement of account or billing statement, the issuance of a Certificate of Satisfactory Service Rendered for the deliverables for each tranche payment, and each tranche payment to the service provider shall be released upon OGCC's review and acceptance of the deliverables above, and completeness of all necessary documents required for the processing of payment.

7. **LIQUIDATED DAMAGES** - If NOBLEMINDS fails to deliver any or all of the services within the period specified in this Contract, including time extensions duly granted, the OGCC, without prejudice to its other remedies under applicable law, shall deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the services for each day delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, OGCC may consider the termination of this contract pursuant to RA 9184 and its RIRR.

8. **CONFIDENTIALITY CLAUSE – NOBLEMINDS** is subject and covered by OGCC's policy on privacy and confidentiality of all information accessed during the project/activity and agree not to disclose and or reproduce, distribute any information gathered or received during the engagement for any reason whatsoever without the prior written consent of OGCC.
9. **SETTLEMENT OF DISPUTES** – If any dispute or difference of any kind whatsoever shall arise between the parties in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

In case of a dispute between the Parties, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

10. **GOVERNING LAWS AND JURISDICTION** – This Contract shall be governed by and construed under the laws of the Republic of the Philippines, primarily by RA 9184 and its RIRR. Should there be a court action instituted for the purpose of enforcing the provisions of this Contract, it is hereby agreed that the venue of action shall be the proper courts of Quezon City.

IN WITNESS WHEREOF, both parties have hereunto set their hands this 14 April 2023 at Quezon City.

**OFFICE OF THE GOVERNMENT
CORPORATE COUNSEL**



ROGELIO V. QUEVEDO
Government Corporate Counsel

NOBLEMINDS ACADEMY



NORBERTO CASABAL
Managing Director

WITNESSES:


ANICETO A. CALUBAQUIB, JR.
Assistant Government Corporate Counsel
Chairperson, Corporate Planning Committee


JANICE DUCENA

ACKNOWLEDGMENT

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

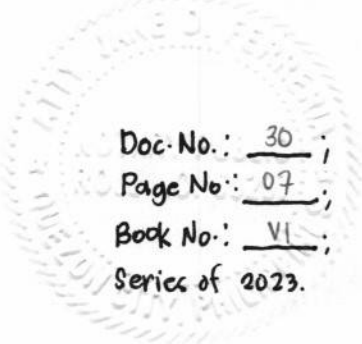
BEFORE ME, a Notary Public for and in the above jurisdiction,
personally appeared the following:


NAME	ID	DATE/PLACE ISSUED
ROGELIO V. QUEVEDO	OGC ID NO. 001	Metro Manila
NORBERTO CASABAL	Driver's License No. C09-13-000702	02-07-2023 / LTO

Known to me to be the same persons who executed the following instrument
and acknowledged to me that the same is their own free will and voluntary
act and deed.

This Contract refers to Contract of Consulting Services consisting of
six (6) pages signed on all pages by the parties and their instrumental
witnesses on each and every page hereof.

WITNESS MY AND HAND AND SEAL, this **APR 25 2023** at
Quezon City.


Doc. No.: 30 ;
Page No.: 07 ;
Book No.: VI ;
Series of 2023.


ATTY. JANE D. FERRERIA
NOTARY PUBLIC FOR AND IN QUEZON CITY
3RD FLR., MWSS BLDG., KATIPUNAN AVE., QUEZON CITY
ADM. MATTER NO. NP-356
ROLL NO. 69297
IBP LIFETIME NO. 016602; 05/23/2019; QUEZON CITY
PTR NO. 4401651; 03/21/2023; QUEZON CITY
MCLE COMPLIANCE NO. VII-0006112; 04/14/25
MY COMMISSION EXPIRES ON 31 DECEMBER 2023



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NOTICE TO PROCEED

17 April 2023

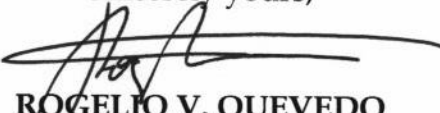
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The Nobleminds Academy
Unit A-314 Buena Vista Homes Bennet Rd.
Old Cabalan, Olongapo City
09176136822/09609059086
noblemindsph@gmail.com

Dear Miss Ducena:

In connection with the Contract for the **Consulting Services for the Strategic Planning Workshop of the Office of the Government Corporate Counsel** in the amount of **Two Hundred Thousand Pesos (PhP200,000.00)**, you are hereby directed to commence the works according to the terms and conditions stipulated in the Contract for the aforementioned project.

Ms. Franz Carmel B. Gamier of the OGCC Corporate Planning Committee shall coordinate with you on the matter.

Sincerely yours,


ROGELIO V. QUEVEDO
Government Corporate Counsel

Conforme:


MS. JANICE DUCENA
The Nobleminds Academy

Date Received: _____