

**CONTRACT FOR PRINTING OF THE OPIF
REFERENCE GUIDE**

EC Grant Health Sector Policy Support Programme
(ASIE/2005/017-638)

Between

DEPARTMENT OF BUDGET AND MANAGEMENT
Client

and

JAPI PRINTZONE CORPORATION
Supplier

April 25, 2012

CONTRACT FOR PRINTING OF OPIF REFERENCE GUIDE

THIS CONTRACT ("Contract") made and entered into by and between the following:

Department of Budget and Management represented by Undersecretary Laura B. Pascua ("the Client"), a government agency created by virtue of the laws of the Philippines, with principal office located at **Boncodin Hall, General Solano Street, Malacañang Compound, San Miguel, Manila;**

- and -

JAPI PRINTZONE CORPORATION ("the Supplier"), a sole proprietor duly organized and existing under the laws of the Philippines, with principal office located at 945-G Aurora Boulevard, Barangay Silangan, Cubao, Quezon City.

WITNESSETH:

WHEREAS, the Client through the Corporate Planning and Reforms Service (CPRS) made use of Negotiated Procurement (Small Value Procurement) under Section 48 (e) Article XVI of R.A. 9184 (An Act Providing for the Modernization, Standardization and Regulation of the Procurement Activities of the Government and For Other Purposes) for the printing and delivery of five hundred (500) copies of the OPIF Reference Guide; and

WHEREAS, the Supplier is willing to provide its service for the printing and delivery of the OPIF Reference Guide,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services** The Supplier shall print and deliver five hundred (500) copies of the OPIF Reference Guide based on the specifications given (Annex A).
- 2. Term** The Supplier, in consideration of the payment by the Client, shall comply with the Schedule of Requirements (Annex B).
- 3. Payment**
 - A. Ceiling**

For goods delivered, the Client shall pay the Supplier an amount not to exceed **Two Hundred Two Pesos and Fifteen Centavos (PhP 202.15) per copy of the OPIF Reference Guide or a total of One Hundred One Thousand Seventy-five Pesos (PhP 101,075.00) for 500 copies of the Guide.** This amount has been established based on the understanding that it includes

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all of the Supplier's costs and profits as well as any tax obligation that may be imposed on the Supplier.

B. Schedule of Payments

Upon delivery of the 500 copies of the OPIF Reference Guide on the date indicated in the Schedule of Requirements, the Supplier may submit a sales invoice and delivery receipt and be paid accordingly.

C. Payment Conditions

Payment shall be made in Philippine Pesos, following acceptance by the Client of the delivery by the Supplier of the 500 OPIF Reference Guide copies along with the sales invoice and the delivery receipt, to be certified by the Coordinator, designated in paragraph 4, for approved and accepted delivery.

The inspection of the goods' compliance with the technical specifications, and its order and condition, will be done in the presence of representatives of both JAPI PRINTZONE CORPORATION (publisher) and the Client upon prior due notice, written or verbal, to the representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter is duly notified. In which case, the results of the inspection conducted by the Client shall be final and binding upon the Supplier.

- 4. Administration** Coordinator
The Client designates Reforms Division of Corporate Planning and Reforms Service (CPRS) as Client's Coordinator. The Coordinator will be responsible for the coordination of activities under this Contract, acceptance, inspection and approval of the delivery.
- 5. Performance Standards** The Supplier undertakes to deliver the goods with the highest standards of professional and ethical competence and integrity.
- 6. Confidentiality** The Supplier shall not, during the term of this Contract, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. Ownership of** The material, graphic, software or otherwise, given

J. Plasencia

Angela Brown

[Signature]

Material

by the Client to the Supplier for printing under the Contract shall belong to and remain the property of the Client.

8. Assignment

The Supplier shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

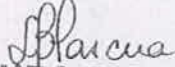
**9. Law
Governing
Contract and
Language**

The Contract shall be governed by the laws of the Philippines, and the language of the Contract shall be English.

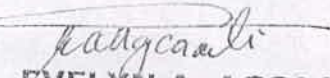
**10. Dispute
Resolution**

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be resolved in accordance with Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004).

FOR THE CLIENT



LAURA B. PASCUA
Undersecretary
Department of Budget and Management
Boncodin Hall, Gen. Solano St.
Malacañang Compound, San Miguel,
Manila 1005
Tel. No. & Facsimile: 4901000 loc 2604

FOR THE SUPPLIER


EVELYN A. AGCAOILI
Account Executive
945-G Aurora Boulevard
Barangay Silangan, Cubao,
Quezon City
Tel. No. 709-0882;
Fax: 437 -1260

WITNESSES


GIL P. MONTALBO
Director IV
Corporate Planning and
Reforms Service (CPRS)


TESSIE C. GREGORIO
Planning Officer V
Corporate Planning and
Reforms Service (CPRS)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
IN THE CITY OF MANILA) S.S.

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


<u>NAME</u>	<u>COM. TAX CERT. NO.</u>	<u>DATE/PLACE ISSUED</u>
Laura B. Pascua	DBM ID # 0072 <u>17352266</u>	Valid thru 2012 February 20, 2012/Manila
Evelyn A. Agcaoili	<u>06407983</u> SSS # <u>33-4169358-1</u>	<u>FEBRUARY 08, 2012 / QUEZON CITY</u>

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

This instrument refers to a Contract of Service consisting of three (3) pages signed on all pages by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this 9th day of May 2012 at Manila.

Doc. No. 301 ;
Page No. 68 ;
Book No. I ;
Series of 2012.


MARIA LIBERTY D. MORALES

NOTARY PUBLIC-MANILA
COMMISSION SERIAL NO. 2011-134
UNTIL DECEMBER 31, 2012
ROLL NO. 58360, IBP NO. 887457
PTR NO. 03093106 Manila Jan. 9, 2012
LEGAL SERVICE, DBM
MABINI HALL, MALACRANG
MANILA

OPIF Reference Guide
(Specification)

COVER:

Size : A4
Color : 4 color (front & back)
Plastic lamination
Paper : C2S 180

INSIDE

Size : A4
Color : 2 colors
No. of pages : 112
Paper : Book 80

BINDING : Perfect Binding

No. of copies : 500 copies

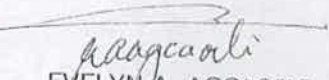
Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to CPRS.

Item Number	Description	Quantity	Delivered, Weeks/Months
1	Printing and Delivery of the OPIF Reference Guide	500	100% delivery within 12 working days from submission of the approved final digital proof by the DBM Corporate Planning and Reforms Service (CPRS) Complete delivery on or before May 18, 2012

I hereby certify to comply and deliver all the above requirements.

JAPI Printzone Corporation
Name of Company


EVELYN A. AGCAOILI
Signature Over Printed Name
of Representative

5/12/12
Date



Republic of the Philippines
DEPARTMENT OF BUDGET AND MANAGEMENT
Malacañang, Manila

NOTICE OF AWARD

Ms. EVELYN A. AGCAOILI

Account Executive

JAPI Printzone Corporation

945-G Aurora Blvd., Brgy. Silangan,
Cubao, Quezon City

Dear Ms. Agcaoili:

Please be informed that the Contract for Printing of the OPIF Reference Guide with a contract price of One Hundred One Thousand Seventy-five Pesos (P101,075.00) is hereby awarded to you.

Please proceed to the Corporate Planning and Reforms Service (CPRS) for the signing of the contract within ten (10) days from receipt hereof.

Very truly yours,

GIL P. MONTALBO

Director IV



Republic of the Philippines
DEPARTMENT OF BUDGET AND MANAGEMENT
Malacañang, Manila

NOTICE TO PROCEED

Ms. EVELYN A. AGCAOILI

Account Executive
JAPI Printzone Corporation
945-G Aurora Blvd., Brgy. Silangan,
Cubao, Quezon City

Dear Ms. Agcaoili:

The attached Contract Agreement having been approved, notice is hereby given to you that work on the printing of the OPIF Reference Guide may commence with a contract price of One Hundred One Thousand Seventy-five Pesos (P101,075.00).

Thus, you shall be responsible for the services under the terms and conditions of the Contract.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Department of Budget and Management.

Very truly yours,

GIL P. MONTALBO
Director IV

I acknowledge receipt and acceptance of this Notice on: April 30, 2012

Name of Representative: _____

Authorized Signature: _____