

Republic of the Philippines
DEPARTMENT OF ENERGY
Energy Center, Rizal Drive
Bonifacio Global City (BGC)
Taguig City, Metro Manila

CONTRACT FOR CABLE TV SUBSCRIPTION OF THIRTY-THREE (33) TELEVISION SETS OF DOE

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this _____ day of _____ 2022 at Bonifacio Global City (BGC), Taguig City, Metro Manila by and between:

The **DEPARTMENT OF ENERGY (DOE)**, a government agency created under Republic Act (R.A.) No. 7638, as amended, with principal office address at Energy Center, Rizal Drive, Bonifacio Global City (BGC), Taguig City, Metro Manila, represented herein by its **Director, AMELIA M. DE GUZMAN**, hereinafter referred to as the **"SUBSCRIBER"**.

- and -

DGAK SATELLITE CABLE TRADING a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 131 NHA Damka St., Barangay 598, Zone 059, Sta. Mesa, Manila, represented herein by **ARNEL G. KALAW**, hereinafter referred to as the **"SERVICE PROVIDER"**.

The **SUBSCRIBER** and **SERVICE PROVIDER** are hereinafter collectively referred to as **"PARTIES"** and individually as **"PARTY"**.

WITNESSETH: That -

WHEREAS, **SUBSCRIBER** is in need of cable subscription for its thirty-three (33) television set;

WHEREAS, **SERVICE PROVIDER** is an authorized dealer and services provider of CIGNAL cable;

WHEREAS, **SERVICE PROVIDER** offered to provide the above service needed by **SUBSCRIBER** and **SUBSCRIBER** is willing to accept said offer of **SERVICE PROVIDER**;

WHEREAS, upon the recommendation of **SUBSCRIBER's** Bids and Awards Committee (BAC) through its BAC Resolution No. 092 dated 04 May 2022 and approved by the Department's Undersecretary, this Contract has been awarded to **SERVICE PROVIDER** through the use of the Alternative Method of Procurement (AMP), in particular, Direct Contracting, pursuant to Section 50 (c) of the revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 otherwise known as the Government Procurement Reform Act;

NOW, THEREFORE, for and in consideration of the foregoing premises, and their mutual covenants hereinafter set forth, the **PARTIES** have agreed as follows:

1. **SERVICE PROVIDER** agrees to give "Services" to **SUBSCRIBER**. "Services" shall mean all video, audio, data, and other programming services and all other services that are currently available from the **SERVICE PROVIDER** (whether subscription, pay-per-view, or otherwise) and those that the **SERVICE PROVIDER** may provide to its **SUBSCRIBER** in the future. Services shall include but not be limited to at least seventy (70) channels that include the following:

4	PTV	1	One PH
5	TV5	8	One News
6	One Sports	18	DZRH News TV
7	GMA	130	CNN
10	CNN Philippines	134	CNA
262	NBA TV Philippines HD	135	Al Jazeera TV
240	National Geographic HD	250	One News HD

Services and other value-added services that may be provided in the future will be subject to the terms and conditions set forth in a separate agreement.

2. **SERVICE PROVIDER** shall deliver and install certain reception equipment consisting primarily of a service provider-compatible satellite receiver and, or digi box, remote control, and satellite antenna or dish. **SERVICE PROVIDER** will provide **SUBSCRIBER** a standard length of cabling determined by Service Provider and such other ancillary devices and accessories as part of the Equipment.
3. **SUBSCRIBER** shall provide corrective maintenance in response to DOE trouble reports and shall be rendered any day from Monday to Sunday, 24/7, and shall consist of online and/or on-site technical support for problem resolution, including repair/replacement of faulty parts.

4. Upon the **SUBSCRIBER's** request, the **SERVICE PROVIDER** will install additional digi boxes. The **SUBSCRIBER** will pay for the additional digi boxes and will receive the same "Service" as the initial digi box, subject to the limitations of the **SUBSCRIBER's** television equipment.
5. This Contract for CIGNAL cable TV subscription of thirty-three (33) television sets shall be effective from 01 August 2022 to 31 December 2022, or until the specified date indicated in the pertinent Notice to Proceed (NTP) to be issued by **SUBSCRIBER's** Procurement Management Division (PMD) after the Contract has been signed and notarized by the **PARTIES**. This shall be effective for the aforementioned period unless sooner terminated by either **PARTY** upon thirty (30) days prior written notice. Notwithstanding the foregoing, in the event that **SUBSCRIBER** or **SERVICE PROVIDER** is prevented from doing business due to war, civil commotion, strikes, acts of God, force majeure, or any other cause beyond its control, this Contract shall be deemed suspended and its duration extended for a period equal to the period of suspension thereof, unless **SUBSCRIBER** terminates this Contract by reason of such force majeure causes.
6. For and in consideration of the Services to be provided by **SERVICE PROVIDER** to **SUBSCRIBER** in accordance with this Contract, **SUBSCRIBER** shall pay the **SERVICE PROVIDER** the monthly amount of **SEVENTEEN THOUSAND SEVEN HUNDRED TEN PESOS (Php17,710.00)**, inclusive of all fees, charges, and taxes, or as computed thereafter reckoned from the NTP's effectivity date.
7. Any or all taxes, duties, fees and charges and other legal exactions arising by virtue of this Contract shall be for the account of **SERVICE PROVIDER**. It is further understood that **SUBSCRIBER** shall deduct and withhold the applicable withholding taxes, if any and if it deems necessary, from its payments to **SERVICE PROVIDER** under this Contract pursuant to the requirements of laws;
8. It is expressly agreed upon that in the event of breach of any provision of this Contract by **SERVICE PROVIDER**, or of a valid claim of **SUBSCRIBER** against **SERVICE PROVIDER**, **SUBSCRIBER** shall have the irrevocable authority to retain or automatically set-off and apply without notice all funds, credits, payments, securities, money and/or accounts receivable which are in control and possession of **SUBSCRIBER** that may be due or owing to **SERVICE PROVIDER**.

N. K. F. J.

Ad. Cabinda

[Signature]
Page 3 of 10
[Signature]

10

9. **SERVICE PROVIDER** is aware that **SUBSCRIBER** is a government agency and such is subject to certain legal requirements and procedures not normally required of private corporations. **SERVICE PROVIDER**, nevertheless, agrees that whenever such legal requirements and procedures apply to this Contract and effect its validity, effectivity or implementation, this Contract shall be considered amended accordingly so as to enable **SUBSCRIBER** to comply with such requirements. For its part, **SUBSCRIBER** undertakes to exert its best effort to immediately comply with the requirements in a most equitable manner consistent with good faith.
10. All disputes arising between the **PARTIES** as to the interpretation, operation or effect of any clause in the Agreement or any other difference between the **PARTIES** shall first resolved amicably. In case of failure, Rules on Alternative Dispute Resolution (ADR) under R.A. No. 9285 shall apply.
11. In the event of a dispute arising out of or related to this Contract, the same shall be settled amicably between the **PARTIES**. In case the **PARTIES** fail to settle their dispute, the **PARTIES** agree to bring the same exclusively before the courts in Taguig City, Metro Manila; and
12. If any or more of the provisions of this Contracts is declared invalid or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
13. This Contract shall be valid binding between the **PARTIES**, their heirs, executors, administrators, principals, successors-in-interest and assigns.

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IN WITNESS WHEREOF, the **PARTIES** hereto have signed this instrument on the date and at the place first above written.

**DEPARTMENT OF ENERGY
(SUBSCRIBER)**

**DGAK SATELLITE CABLE TRADING
(SERVICE PROVIDER)**

By:

By:



Dir. AMELIA M. DE GUZMAN, CESO IV
OIC, Administrative Services



ARNEL G. KALAW
General Manager

Signed in the Presence of:



Engr. JERICO O. BRAGADO
Chief, General Services Division



ALINALYN D. CAHINDO
Secretary



HELEN C. ROLDAN
OIC-Chief, Accounting Division

OIC No. 01-22-12-284

OIC Date: Dec. 2, 2022

REGULAR AGENCY FUND

₱ 25,550.00

2

ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City, Metro Manila) S.S

BEFORE ME, a Notary Public in and for City of Manila Philippines,
this _____ day of NOV 29 2022 2022 personally appeared the following:

AMELIA M. DE GUZMAN with Tax Identification No. 108-105-265 in his capacity as Director of the **DEPARTMENT OF ENERGY;**

- and -

ARNEL G. KALAW with Tax Identification No. 239-665-476 in his capacity as General Manager of **DGAK SATELLITE CABLE TRADING**

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed and that of the office or corporation which they respectively represent.

This instrument refers to contract for cable tv subscription of thirty-three (33) television sets between the Department of Energy and DGAK Satellite Cable Trading and consists of six (6) pages including this page on which this acknowledgment is written, and all pages hereof had been signed by the **PARTIES** and their witnesses and stamped with my notarial seal.

Adela...

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. 350 ;
Page No. 71 ;
Book No. XV ;
Series of 2022.

ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
NOTARIAL COMMISSION 2020-097 / 12/31/2021 Manila
IBF NO. 178598-01/03/2022, PASIG
PTR NO. 0060197, 01/03/2022 MLA.
ROLL NO. 29679, TIN: 172-519-620
44 MCLE COMPL. NO. VII-0000165 6/26/2019 Valid April 14, 2025
URBAN DECA HOMES MANILA, B-2, UNIT 355, FONDO, MAL.
UNDER SUPREME COURT O.M. NO. 3/93 EXTENDED FROM JAN. 1 TO JUNE 30, 2022

[Signature]

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