

**Contract on the
Airing of the Radio-Ready Materials on Energy Efficiency and Conservation
(EE&C) Practices Through Alternative Mode of Procurement (AMP) 53.6**

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made this _____ day of _____ 2023 by and between:

The **DEPARTMENT OF ENERGY**, a government agency vested by virtue of Republic Act No. 7638, as amended, with principal office address at Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila represented herein by its Undersecretary **FELIX WILLIAM B. FUENTEBELLA**, hereinafter referred to as "**DOE**".

and

Tiger 22 Media Corporation, a corporation under Philippine law, with office address at 5/F Corporate Business Center, 151 Paseo De Roxas, San Lorenzo, Makati City, represented by its Marketing Head, **MS. PAULITA A. EMBUSCADO**, hereinafter referred to as "**TIGER 22**".

DOE and **TIGER 22** are collectively referred to as "**PARTIES**" and individually referred to as "**PARTY**".

WITNESSETH:

WHEREAS, Section 4 (m), Rule III of the DOE Department Circular No. DC2019-11-00 otherwise known as Energy Efficiency and Conservation Act (EE&C Act) – Implementing Rules and Regulations (IRR) mandates the DOE to develop and undertake a national awareness and advocacy campaign on energy efficiency and conservation in partnership with business, academe, non-government organizations, and other sectors;

WHEREAS, Sections 48.1, 53, and 53.6 Rule XVI of 2016 Revised IRR of RA 9184 authorized the conduct of Negotiated Procurement under AMP, the pertinent provisions of which are quoted as follows:

"Sec. 48.1 Alternative Methods – Subject to the prior approval of the Head of Procuring Entity (HoPE) and whenever justified by the conditions provided by this Act, the Procuring Entity may, in order to promote economy and efficiency, resort to any of the alternative methods of procurement provided in this Rule. In all instances, the Procuring Entity shall ensure that the most advantageous price for the Government is obtained:

x x x

"Sec. 53. Negotiated Procurement is a method of procurement of goods, infrastructure projects and consulting services whereby the procuring entity directly negotiated a contract with a technically, legally, and financially, capable supplier, contractor, or consultant only in the following cases:

x x x

Section 53.6 Scientific, Scholarly, or Artistic Work, Exclusive Technology, and Media Services Where Goods, Infrastructure projects and Consulting Services can be contracted to a particular supplier, contractor, or consultant and as determined by the HoPE, for any of the following:

Amended

1. The requirement is for:

x x x

e. **Media documentation, advertisement, or announcement through television, radio, newspaper, internet, and other communication media. Due to the nature of the information to be disseminated, alongside principles of transparency, efficiency, and economy, award more than one (1) supplier maybe made by the Procuring Entity. x x x "**

WHEREAS, TIGER 22 is with the radio stations with the highest affinity of the target markets (A, B, C, D, E) with a broader area scope compared to other radio networks with limited target markets. **TIGER 22** also has the capacity to conceptualize, develop, produce, and air radio materials on broadcast media channels;

WHEREAS, the DOE solicited Bids for certain goods and ancillary services particularly for the Airing of Radio-Ready Materials of Energy Efficiency and Conservation (EE&C) Practices, and has accepted a Bid from **TIGER 22** for the supply of those services in the sum of **FIVE MILLION PESOS ONLY (Php 5,000,000.00)** hereinafter called "the Contract Price", payable subject to existing government accounting and auditing rules and regulations. The amount covers the airtime costs and payment shall be based upon submission of required deliverables for each of the tranche of payment as stated in Section G of this Contract.

NOW, THEREFORE, for and in consideration of the foregoing premise, the parties hereby agree as follows:

TERMS AND CONDITIONS:

A. TIGER 22 shall ensure the delivery of the following particulars/specifications:

1. Submit a schedule of commercial airing to the End-User.
2. Air the following DOE Radio Commercial (RC) Placements during the agreed timeline:

Media Values	Station	Exposure/day	No. of Days	Total Spots
30s RC	Metro Manila (at least 4 networks)	4	60	240 (x4)
30s RC	Cebu (at least 1 network)	4	60	240
30s RC	Davao (at least 1 network)	4	60	240
Total:				1440

3. Submit the reports on the airing of the materials.

B. DOE shall provide **TIGER 22** with radio-ready materials to be aired.

C. MEDIA REQUIREMENTS

The media requirements include the following:

- Scope and Broadcast Areas : Nationwide
- Target Market : Programs catering to Class A-B-C-D-E market
- Programs : Entertainment/Live Broadcast Radio
- Placement of the Ad : Before or after the gap
- Number of spots : 1440 spots

Munimun Condr

D. INABILITY or FAILURE TO BROADCAST

1. Should the network – **TIGER 22** be unable to broadcast the Energy Efficiency and Conservation (EE&C) Practices at the time specified due to the “Force Majeure Events” such as public emergency or necessity, legal restriction, acts of God, force majeure or at the discretion of the government authorities or for any reason beyond the control of the same should be properly communicated to **DOE** as promptly as practicable. **DOE** will then, either agree with **TIGER 22** on a satisfactory substitute time for broadcast, or if no such agreement can be reached, the broadcast shall be considered cancelled without affecting the rate shown in the contract. In the event of cancellation or postponement, **TIGER 22** will make a suitable courtesy announcement as to the reason of cancellation or postponement with the approval of the **DOE** as to and substitute the time agreed upon.
2. In the event an interruption occurs in the broadcast or part of any of the Energy Efficiency and Conservation (EE&C) Practices, which is not due to a Force Majeure Event, a pro rata reduction in the charges hereunder will be made or, if such interruption occurs during the portion of the broadcast, a credit in the same proportion to the total network charges which the omitted portion bears to the total portion of the broadcast shall be made, upon mutual agreement. In the event of such omission, **TIGER 22** will make a suitable courtesy announcement as to such omission or interruption.
3. In the event **TIGER 22** does not broadcast spots equal to the agreed total spots, which is not due to a Force Majeure Event, or in the case of a Force Majeure Event but **TIGER 22** is already in delay as provided for under paragraph 3, Article 1165 of the New Civil Code of the Philippines, **TIGER 22** shall pay liquidated damages of one-tenth of one percent (0.1%) of the cost of every unperformed spot for every day of delay in the performance of the obligation. The maximum amount of liquidated damages that may be collected shall be ten percent (10%). Once the cumulative amount of the liquidated damages reaches the said limit, **DOE** shall have the right to rescind the contract without prejudice to other courses and remedies open to it.

E. TERMINATION AND RENEWAL

1. This contract may be terminated by either party by giving the other party fifteen (15) days prior written notice. If **DOE** terminates this contract, it will pay **TIGER 22** at earned rate according to its rate card on which the contract is based. If **TIGER 22** terminates this contract, **DOE** has the option to agree on a satisfactory substitute date or time of continuance of the broadcast covered by this contract at the rates on which this contract is based for such substituted date or time.

F. RATES

1. The total amount for the **DOE**'s Media Placement of Energy Efficiency and Conservation (EE&C) Practices package is **FIVE MILLION PESOS ONLY (Php 5,000,000.00)** inclusive of tax and subject to usual government accounting and auditing rules and regulations.
2. **DOE** directly purchases airtime and does not appoint any third-party advertising agency to carry out the airing of the EE&C Radio Commercials. Hence, the parties agree that no agency fees or other expenses may be deducted in any way from the payment of the total amount due to **TIGER 22**.

G. PAYMENT

1. **TIGER 22** shall be paid according to the following schedule:

Annexure

Activity	Deliverable	Percentage of the Total Contract Amount															
1. Submit a schedule of commercial airing to the End-User.	Approved schedule of the commercial airing	30%															
2. Air the following DOE Radio Commercials (RCs) during the agreed timeline:	30-second plug 100% aired	40%															
<table border="1"> <thead> <tr> <th>Media Values</th> <th>Station</th> <th>Minimum Frequency</th> </tr> </thead> <tbody> <tr> <td>30s RC</td> <td>Metro Manila (at least 4 networks)</td> <td>240 (x4)</td> </tr> <tr> <td>30s RC</td> <td>Cebu (at least 1 network)</td> <td>240</td> </tr> <tr> <td>30s RC</td> <td>Davao (at least 1 network)</td> <td>240</td> </tr> <tr> <td colspan="2">Total</td> <td>1440</td> </tr> </tbody> </table>			Media Values	Station	Minimum Frequency	30s RC	Metro Manila (at least 4 networks)	240 (x4)	30s RC	Cebu (at least 1 network)	240	30s RC	Davao (at least 1 network)	240	Total		1440
Media Values			Station	Minimum Frequency													
30s RC			Metro Manila (at least 4 networks)	240 (x4)													
30s RC			Cebu (at least 1 network)	240													
30s RC	Davao (at least 1 network)	240															
Total		1440															
3. Submit reports on the commercial airing of the materials.	Report on the Analysis of the Listenership	30%															
Total		100%															

- For every progress payment, 5% retention will be deducted. As such, the DOE will release the retention amount equivalent to 5% of the contracted amount within the project upon the issuance of the Certificate of Acceptance in compliance with Section 62 of the 2016 revised IRR of RA 9184 and GPPB Resolution 30-2017.
- TIGER 22** shall issue an official billing statement each progress billing. For billing purposes, **TIGER 22** shall provide report of placement and the corresponding verifiable proof of placements, such as, third party certification, photograph, screen shots, etc.

H. EXPECTED OUTPUTS

- Tiger 22** to submit to DOE the following deliverables:

Activity	Deliverable
1. Submit a schedule of commercial airing to the End-User.	Approved schedule of commercial airing

Mendoza

Activity			Deliverable
2. Air the following DOE Radio Commercials (RCs) during the agreed timeline:			30 plug 100% aired, certificate of performance
Media Values	Station	Minimum Frequency	
30s RC	Metro Manila (at least 4 networks)	240 (x4)	
30s RC	Cebu (at least 1 network)	240	
30s RC	Davao (at least 1 network)	240	
Total:		1440	
3. Submit a report on the commercial airing of the materials.			Report on the Analysis of the Listenership

- i. Report on the listenership and reach of the RCs aired by the network and posted on their social media platforms.
- ii. A certificate from a third-party validation team/entity, not under the network's name/corporation, shall be provided by the Service Provider after all the RCs have been aired and posted.

I. GENERAL CONDITIONS

1. Rights and privileges under this contract shall not be assigned or transferred by **DOE** or **TIGER 22**.
2. This contract is subject to the terms and conditions of licenses held by **TIGER 22** and are also subject to all government laws and regulations now in force or which may be enforced in the future.
3. The failure of either party to enforce any of the provisions herein listed with respect to a breach thereof in any one instance shall not be construed as a general relinquishment or waiver under this agreement and the same shall nevertheless be and remain in full force and effect.
4. **Each Party** hereby agrees to keep confidential all matters concerning this agreement and in accordance with the provisions of Republic Act No. 10173, also known as the Data Privacy Act of 2012 and the product subject of the commercial and agrees not to discuss the same to third parties without the consent of **the other Party**.
5. This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings between the Parties with respect to that subject matter. No amendment to this Agreement will be valid unless confirmed in writing and signed by both Parties.
6. A waiver is not valid or binding on the other Party granting that waiver unless made and confirmed in writing by an authorized signatory. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver by that Party nor will any single or partial exercise of any right or the exercise of any other right preclude any further exercise.
7. This Agreement does not constitute either Party as a partner. Agent or employee or representative of the other.

Munim endo

8. The Parties may execute this Agreement in counterparts, each of which shall constitute an original for all purposes, including any copies of the same, and all duplicate counterparts will be construed together and constitute one Agreement.
9. The individuals signing this Agreement warrant that they are authorized to and by their signatures intend to bind the entity for which they purport to act.

J. DISPUTE RESOLUTION

All disputes, controversies, or claims arising from or relating to this Agreement shall be settled through negotiation and/or mediation and shall be decided by arbitration in accordance with R.A. No. 9285 or the "Alternative Dispute Resolution Law of 2004".

K. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. In case of any suit or action arising from this Agreement, the action shall be filed in the proper courts of Taguig City, Metro Manila, Philippines exclusively, to the exclusion of all other courts and venues.

In consideration of the payments to be made by **DOE** to **TIGER 22** as hereinafter mentioned, **TIGER 22** hereby covenants with **DOE** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

DOE further hereby covenants to pay **TIGER 22** in consideration of the provision of the aforementioned services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

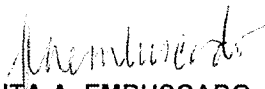
IN WITNESS whereof, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**DEPARTMENT OF ENERGY
(DOE)**

**Tiger 22 Media Corporation
(TIGER 22)**

By:


By:


FELIX WILLIAM B. FUENTEBELLA
Undersecretary

PAULITA A. EMBUSCADO
Marketing Head

SIGNED IN THE PRESENCE OF:


PATRICK T. AQUINO, CESO III
Director IV
Energy Utilization Management Bureau, DOE


CATALINA O. GUEVARRA
Comptroller
Tiger 22 Media Corporation


HELEN C. ROLDAN
OIC-Chief
Accounting Division
Financial Services, DOE

CF No. 03-22-07-080
date: July 12, 2022
Special Amount - Locality Fund
P 5,000,000.00

ACKNOWLEDGMENT

Republic of the Philippines)
CITY OF MAKATI) S.S.

BEFORE ME, a Notary Public for and in CITY OF MAKATI, personally appeared the following:

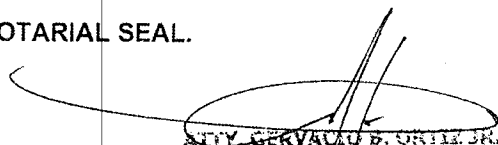
NAME	IDENTIFICATION NO.	DATE/PLACE OF ISSUE
FELIX WILLIAM B. FUENTEBELLA PAULITA A. EMBUSCADO	PASSPORT - P-89895566	APRIL 18, 2023 / MANILA

Known to me to be the same persons who executed the foregoing instrument, and they acknowledge to me that the signatures they affixed confirm their own free acts and the entity they represent.

This instrument consisting of seven (7) pages, including this page on which this acknowledgement is written refers to a **Contract on the Airing of Radio-Ready Materials on Energy Efficiency and Conservation (EE&C) Practices through Alternative Mode of Procurement (AMP) 53.6** and has been signed by the parties and their witnesses and sealed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL.

Doc. No. 276
Page No. 5
Book No. xxx
Series of 2023.


~~ATTY. GERVAURO B. ORTIZ JR.~~
Notary Public City of Makati
Until December 31, 2024
IBP No. 05729-Lifetime Member
MCLE Compliance No. VII-0022734
valid until April 14, 2025
Appointment No. M-89 (2023-2024)
PTR No. 9563522 Jan. 8, 2023/ Makati
Makati City Roll No. 40091
101 Urban Ave. Campos Rueda Bldg.
Brgy. Pio Del Pilar, Makati City