

Republic of the Philippines
DEPARTMENT OF ENERGY-MINDANAO FIELD OFFICE
3rd Floor Tolentino 2020 Bldg., Candelaria Ave.,
Ecoland, Matina, Davao City

CY 2023 CONTRACT FOR NEWSPAPER SUBSCRIPTION

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this _____ day of JUN 26 2023, 2023 at 3rd Floor Tolentino 2020 Bldg., Candelaria Ave., Ecoland, Matina, Davao City, by and between:

The **DEPARTMENT OF ENERGY**, a government agency created under Republic Act (RA) No. 7638, as amended with principal office address at Energy Center, Rizal Drive, Bonifacio Global, Taguig City, Metro Manila, represented herein Director of the Mindanao Field Office, **NILO J. GEROCHE**, hereinafter referred to as the "**CLIENT**";

and

DABAW PRINT DISTRIBUTORS, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines with address at Partoza Building, Quimpo Boulevard, Ecoland, Matina, Davao City, represented by **NELIA D. PARTOZA**, its Proprietress, hereinafter referred to as the "**DEALER**";

The **CLIENT** and **DEALER** are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WITNESSETH: That

WHEREAS, **CLIENT** is in need of a duly licensed **DEALER** to handle its local and national newspaper subscription needs at its office located at the at 3rd Floor Tolentino 2020 Bldg., Candelaria Ave., Ecoland, Matina, Davao City.

WHEREAS, Section 53.9 Rule XVI of the 2016 Revised IRR of RA 9184, otherwise known as "Government Procurement Reform Act" authorized the conduct of Small Value Procurement for Negotiated Procurement under Alternative Method of Procurement (AMP);

WHEREAS, **DEALER**, is competent, qualified, and duly licensed entity engaged in the distribution of local and national newspapers and had submitted the calculated responsive bid:

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants and stipulations herein below set forth, the **Parties** hereby agree as follows:

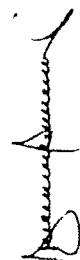
1. **DEALER** agrees and undertakes to handle the local and national newspaper subscription requirements of **CLIENT** at its office located at the at 3rd Floor Tolentino 2020 Bldg., Candelaria Ave., Ecoland, Matina, Davao City and hereby commits itself to deliver the required number of newspapers listed below:

<u>Title of Newspapers</u>	<u>No. of Subscription</u>	<u>Frequency</u>	<u>Cost</u>
Business World	1	Mon. – Fri.	Php 28.00
Philippine Daily Inquirer	3	Mon. – Fri.	Php 23.00
Philippine Star	1	Mon. – Fri.	Php 24.00

not later than 9:00 o'clock in the morning as per above schedule. The **CLIENT** shall pay the **CONTRACTOR** with the total contract price not to exceed **FIFTEEN THOUSAND PESOS (Php 15,000.00)**. **DEALER** shall duly notify **CLIENT** for any delay in its delivery and shall immediately deliver the required number of newspapers once available within the day. Otherwise, without said notification until 10:00 o'clock in the morning, **CLIENT** may opt not to accept the undelivered number of copies of newspapers and subsequently charge the cost against **DEALER's** monthly billing:

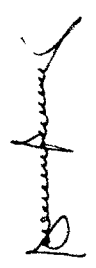
2. **CLIENT** may increase or decrease the number of newspapers and/or number of copies of the newspapers when the situation so demands, and **CLIENT** shall duly inform **DEALER** of such increase or decrease.
3. **DEALER** shall refund to **CLIENT** any amount corresponding to the number of newspapers that have been undelivered and/or have been decreased under this Contract:
4. **CLIENT** shall acknowledge receipt of the newspapers received and accepted from **DEALER** in accordance with this Contract:

5. For and in consideration of the services to be rendered under this Contract, **CLIENT** shall pay **DEALER** the amount of the actual quantity of newspaper subscriptions delivered based on their respective costs during the whole month inclusive of any and all kinds of taxes, fees and charges. **DEALER** hereby agrees that there shall be no escalation of the prices during the term of this Contract. **CLIENT** shall pay **DEALER** at least two (2) weeks after receipt of Monthly Statement of Account from **DEALER**.
6. This Contract is effective beginning on **1 July 2023** and shall continue in full force until **31 December 2023**, unless sooner terminated by either **Party**, upon thirty (30) days prior written notice;
7. The **Parties** expressly agree that the services rendered herein are extremely vital to **CLIENT**, such that in the event of, acts of God, and/or cause or reason beyond the control of **DEALER**, such as strikes, lockouts or labor disputes which may otherwise disrupt or prevent **DEALER** from performing or rendering the services herein among others, **CLIENT** shall have the option to terminate this Contract by giving **DEALER** seventy-two (72) hour prior written notice;
8. **CLIENT** hereby reserves the right to rescind, terminate or abrogate this Contract with **DEALER** in any, but not limited to, the following instances by giving the latter seventy-two (72) hour prior written notice:
- a. submission of falsified or forged license as well as other falsified documents;
 - b. breach of the obligations and the terms and conditions under this Contract; and
 - c. non-delivery of the newspapers;
9. **DEALER** warrants that, it or any of its officials or representatives, has not given or promised to give any money or gift to any employee/official of **CLIENT** to



influence the decision regarding the awarding of this Contract, nor that DEALER has, or its officials or representatives have exerted or utilized any unlawful influence on any employee/official of CLIENT to solicit or secure this Contract through an agreement to pay a commission, percentage, brokerage, or contingent fee. DEALER hereby agrees that breach of these warranties shall be sufficient ground for CLIENT, at its discretion, to terminate or cancel this Contract, or deduct such commission, percentage, brokerage, or contingent fees from the contract price without prejudice to DEALER's or any other person's civil or criminal liability under the Anti-Graft Law and other applicable laws;

10. DEALER warrants that it shall obtain and maintain the necessary permits and licenses required by national and local authorities, or by civilian or military authorities, in order to continue operating legally;
11. DEALER hereby manifests that it is an independent business entity, and nothing herein shall be construed as creating between the Parties the relationship of principal-agent or employer-employee. It is further agreed upon that it is the sole responsibility of DEALER to comply with all existing as well as future laws;
13. Any taxes, duties, fees, charges and all other legal exactions arising by virtue of this Contract shall be for the account of DEALER. It is further understood that CLIENT shall deduct and withhold the applicable withholding taxes, if any and if it deems necessary, from its payment to DEALER under this Contract pursuant to the requirement of law;
14. DEALER assumes full responsibility for any loss, damage, misdelivery or non-delivery of any newspaper.



15. It is expressly agreed upon that, in the event of breach of any terms and conditions under this Contract by **DEALER**, or of a valid claim of **CLIENT** against **DEALER**, **CLIENT** 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 by **DEALER** which are in possession and control of **CLIENT** that may be due or owing to **DEALER**;
16. If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby;
17. 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.
18. As much as possible, disputes shall be settled amicably between the **Parties**. However, in the event either **Party** to this Contract shall take judicial action against the other, the **Parties** agree that the venue for said purposes shall be laid exclusively with the proper courts in Taguig City, Metro Manila, or Davao City having jurisdiction over the same, and that writs of attachment, injunction, replevin, seizure, etc. issued thereby may be served and enforced anywhere in the Philippines; and
19. **DEALER** is aware that **CLIENT** is a government agency and, as such, is subject to certain legal requirements and procedures not normally required of private corporations. **DEALER**, nevertheless, agrees that, whenever such legal requirements and procedures when applied to this Contract may affect its validity, effectivity or implementation, this Contract shall be considered amended accordingly so as to enable **CLIENT** to comply with such requirements. For its



part, CLIENT undertakes to exert its best efforts to immediately comply with the requirements in a most equitable manner consistent with good faith.

20. This Contract shall be valid and binding between the PARTIES, their heirs, executors, administrators, principals, successors-in-interest and assigns

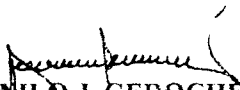
IN WITNESS WHEREOF, the Parties hereto have signed this Contract at the date and place first above written.

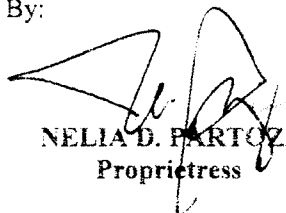
DEPARTMENT OF ENERGY
(CLIENT)

DABAW PRINT DISTRIBUTORS, INC.
(DEALER)

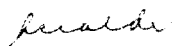
By:

By:


NILO J. GEROCHE
Director, Mindanao Field Office


NELIA D. PARTOZA
Proprietress

SIGNED IN THE PRESENCE OF:


HELEN C. ROLDAN
OIC, Accounting Division


ARNEL MACATOG

CAT # 01-23-07-154 / 7/12/2023
MS # 02-1911-202-0437
P 15,000.00

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES ;
) S. S.
 DAVAO CITY)

BEFORE ME, this SEP 22 2023 day of _____ 2023, at Davao City personally appeared:

NILO J. GEROCHE, with Tax Identification No. 133-506-525 issued at Davao City, in his capacity as Director for Mindanao Field Office of the **DEPARTMENT OF ENERGY**.

- and -

NELIA D. PARTOZA with Senior Citizen ID No. 96088 issued at Davao City in her capacity as Proprietress of the **DABAW PRINT DISTRIBUTORS INC.**

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

This document which refers to the 2023 Contract for Newspaper Subscription between the Department of Energy and Dabaw Print Distributors Inc. consists of seven (7) pages including this page on which this acknowledgment is written and all pages hereof are signed by the Parties and their witnesses, and stamped with my notarial seal.

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

Doc. No. 289 ;
Page No. 58 ;
Book No. 4 ;
Series of 2023.

ATTY. ARSENIO E. CABALLERO JR.
Notary Public
Until Dec. 31, 2024
PTR # 778640-C-2023
Serial No. 2023-089-2024
IBP Lifetime No. 004870 - 05-16-17
Roll No. 67074



(Handwritten initials)

(Handwritten signature)