

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

**CY 2023 CONTRACT ON NEWSPAPER SUBSCRIPTION**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract made and entered into this 31 AUG 2023 at the Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila, by and between:

The **DEPARTMENT OF ENERGY**, a government agency created under the Republic Act (R.A.) No. 7638, as amended, with principal office address at the Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila; represented herein by its **OIC-Director** of the Information and Technology Management Services, **ATTY. PAOLO G. FONDEVILLA**, hereinafter referred to as the "**CLIENT**";

and

**H-ASIA NEWSPAPER & MAGAZINES, INC.**, a private corporation duly organized and existing under the laws of the Republic of the Philippines, with office and postal address at **Lot 3 F-4 Omega Avenue, West Fairview, Quezon City** represented herein by its President, **HONESTO Y. VILLANUEVA**, herein after 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 dealer to handle its local newspaper subscription needs at its offices located at the Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila;

WHEREAS, **DEALER** represents itself as a duly licensed corporation engaged in the distribution of local newspapers;

WHEREAS, the contract for the CY 2023 Newspaper Subscription was awarded to **DEALER** through *Small Value Procurement* by virtue of *Notice of Award No. 2023-07-251 NOA236* issued on JULY 27, 2023, by the authority vested upon Undersecretary Felix William B. Fuentesbella.

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:

- DEALER** agrees to handle the local newspaper subscription requirements of **CLIENT** at its offices located at Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila and hereby commits itself to deliver the required number of newspapers, and based on the unit price listed below not later than 6:00 o'clock in the morning of every delivery day:

NO.	Title of Newspaper	Unit Price	No. of Subscription	Frequency	Payment Schedule
1	Business Mirror	Php. 30.00	1	Mon-Fri	15 Days or 2 weeks of the following month after delivery
2	Business Mirror	Php. 30.00	3	Mon-Sun	
3	Business World	Php. 30.00	6	Mon-Fri	
4	Business World	Php. 30.00	3	Mon-Sun	
5	Daily Tribune	Php. 30.00	1	Mon-Fri	
6	Daily Tribune	Php. 30.00	3	Mon-Sun	
7	Malaya	Php. 30.00	2	Mon-Fri	
8	Malaya	Php. 30.00	3	Mon-Sat	
9	Manila Bulletin	Php. 30.00	10	Mon-Fri	
10	Manila Bulletin	Php. 30.00	3	Mon-Sun	
11	Manila Standard Today	Php. 30.00	2	Mon-Fri	
12	Manila Standard Today	Php. 30.00	3	Mon-Sat	
13	Manila Times	Php. 30.00	1	Mon-Fri	
14	Manila Times	Php. 30.00	3	Mon-Sun	
15	Philippine Daily Inquirer	Php. 30.00	24	Mon-Fri	
16	Philippine Daily Inquirer	Php. 30.00	3	Mon-Sun	
17	Philippine Star	Php. 30.00	25	Mon-Fri	
18	Philippine Star	Php. 30.00	3	Mon-Sun	
19	Abante	Php. 15.00	2	Mon-Sun	
20	Abante Tonite	Php. 15.00	2	Mon-Sun	
21	Pang Masa	Php. 15.00	2	Mon-Sun	
22	People's Journal	Php. 15.00	4	Mon-Sun	
23	People's Tonight	Php. 15.00	5	Mon-Sun	
24	Pilipino Star Ngayon	Php. 15.00	2	Mon-Sun	
25	Police Files	Php. 15.00	2	Mon-Sun	
26	Tempo	Php. 15.00	2	Mon-Sun	

**DEALER** shall duly notify **CLIENT** of any delay in its delivery not later than 8:00 o'clock in the morning of that same delivery day via email and shall immediately deliver the required number of newspapers within the same day. Otherwise, **CLIENT** has the right to refuse to accept any deliveries and to subsequently deduct the cost of the undelivered newspapers against **DEALER's** monthly billing;

2. **CLIENT** may increase or decrease the number of copies of the newspapers to be delivered, when the situation so demands, provided that **DEALER** was duly notified in writing of the said modification of numbers of delivery within 7 days prior to its intended implementation. Payments for the increased number of newspapers delivered shall be based on the unit prices stated in this contract. In no case shall the **DEALER** unilaterally increase any unit price stated above while this contract is effective without the approval or consent of **CLIENT**.
3. **DEALER** shall refund **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 goods/items delivered under this Contract, **CLIENT** shall pay **DEALER** the total amount of **FOUR HUNDRED EIGHTY TWO THOUSAND NINE HUNDRED FORTY PESOS (Php 482, 940.00)** representing the **Total Contract Price (TCP)**. The progressive monthly payments of **EIGHTY THOUSAND FOUR HUNDRED NINETY (Php 80,490.00)** shall be given at least two (2) weeks after receipt of the pertinent Monthly Statements of Account from **DEALER**.
6. **DEALER** shall be liable for damages for the delay in the delivery within the specified delivery schedule as provided in provision 1 above and shall pay the client liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent of the total cost of the required delivery
7. The **Parties** expressly agree that the delivery of goods stated herein are extremely vital to **CLIENT**, such that in the event of, acts of God, and/or causes or reasons beyond the control of **DEALER**, such as strikes, lockouts, or labor disputes which may otherwise disrupt or prevent **DEALER** from performing or rendering its obligation herein among others, **CLIENT** shall have the option to terminate this Contract by giving **DEALER** seventy-two (72) hours 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 grounds 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 newspaper subscription.

- d. Other grounds in accordance with *Item IV A, 1, (a), (b) and (c) of Annex I (Guidelines on Termination of Contract)* of the 2016 *Implementing Rules and Regulation (IRR)* of RA 9184 or Government Procurement Reform Act.
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 a 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, in order to continue its operation legally, and perform its obligation provided in this contract. **DEALER** warrants that its representative signing this Agreement is duly authorized and by his/her signatures intends to bind the entity for which he/she purports to act.
11. **DEALER** hereby manifests that it is an independent business organization, and nothing herein shall be construed as creating between the **Parties** the relationship of principal-agent or employer-employee. **DEALER** expressly undertakes and agrees that the employees whom it shall employ and assign to work under this Contract shall solely and exclusively be its own employees and not those of **CLIENT**. It is further agreed upon that it is the sole responsibility of **DEALER** to comply with all existing as well as future laws. In no case shall the **DEALER** transfer or assign its rights and privileges under this contract without the consent or approval of **CLIENT**;
12. 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;
13. **DEALER** assumes full responsibility for any loss, damage, misdelivery or non-delivery of any newspapers and shall be responsible for any death, loss, or injury to **CLIENT**'s personnel and/or guests arising and/or resulting from the fault or negligence of **DEALER** and/or its employees in the performance of its responsibilities under this Contract;
14. 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**;

15. 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;
16. 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, 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;
17. **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 the most equitable manner consistent with good faith.
18. This Contract shall be effective beginning on \_\_\_\_\_ and shall continue in full force and effect until **December 31, 2023** unless sooner terminated by either **Party**, upon (30) days prior written notice;

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

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
 ) S. S.  
TAGUIG CITY )  
**MAKATI**

BEFORE ME, this 31 day of AUG 2023, personally appeared:

**ATTY. PAOLO G. FONDEVILLA** with DOE I.D. # 171010-1492 issued on 04 JANUARY 2023 expiring on December 2025 at Department of Energy, Taguig City in his capacity as **OIC-Director** of Information Technology and Management Services;

- and -

**HONESTO Y. VILLANUEVA** with SS 7-1627673-1 in his capacity as **President** of the H-ASIA NEWSPAPERS both 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 and/or corporation which they respectively represent.

This document which refers to the CY 2023 Contract on Newspaper Subscription consisting of six (6) 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. 193:

Page No. 41:

Book No. 32:

Series of 2023

**ATTY. ROMEO M. MONFORT**  
Notary Public of Makati  
Until December 31, 2023  
Appointment No. M-172 (2022-2023)  
PTR No. 8852509 Jan. 3, 2023 Makati City  
IBP No. 17B089- Fud. 14, 2022 Pasig  
MCLE NO. VI-0023417 R011 No. 27932  
126 Amorsolo Street, Legaspi Village  
Makati City