



Republic of the Philippines
DEPARTMENT OF LABOR AND EMPLOYMENT
Intramuros, Manila



Certificate No.: AJA15-0048

CONTRACT AGREEMENT FOR THE SUBSCRIPTION OF MAGAZINES FOR DEPARTMENT OF LABOR AND EMPLOYMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract for the **Subscription of Magazines for the DOLE-Central Office from October 2020 to September 2021** made and entered into this ____ day of 10 NOV 2020, 2020 at the City of Manila, Philippines, by and between:

DEPARTMENT OF LABOR AND EMPLOYMENT, a government agency with principal office address at DOLE Main Building, Muralla corner General Luna Streets, Intramuros, Manila, represented herein by its Undersecretary, **RENATO L. EBARLE**, herein referred to as **CLIENT**;

-And-

PAPERUS TRADING., a duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at # 29 Real Street, Tabora, Gen. E. Aguinaldo, Cavite, represented herein by its Sales Manager, **MS. KIMBERLY A. SIGNO**, hereinafter referred to as the **CONTRACTOR**;

-WITNESSETH-

WHEREAS, the **CONTRACTOR** is engaged in the subscription, distribution, and/or selling to subscribers local and foreign journals and magazines;

WHEREAS, the **CLIENT** requires various local and foreign magazines for its information needs;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and stipulations therein set forth, the parties hereto have agreed and do hereby agree, as follows:

1. The following shall form part of the Contract: a) TOR, b) Bid Docs, c) Schedule of Requirements, d) Technical Specifications, e) General and special conditions.
2. Words or terms in this contract shall be construed in its usual and ordinary meaning unless a technical meaning is herein provided or in the IRR of RA 9184.

3. That the **CONTRACTOR** shall deliver all magazines, local and foreign as listed in Annex A on time of publication (monthly and weekly) to the DOLE Library, Ground Floor, Blas F. Ople Hall (formerly DOLE Executive Building), San Jose Street, Intramuros, Manila;
4. For and in consideration of the performance of services, the **CLIENT** shall pay the **CONTRACTOR** in advance the amount of *One Hundred Forty Thousand Eight Hundred Fifty Pesos (P140,850.00)* for the total contract price upon approval of the Service Contract and submission of all documents required by the **CLIENT**. The terms of payment shall be subject to the regular government accounting and auditing rules and regulations;
5. That the advance payment for undelivered item/issue of magazine shall be refunded to the **CLIENT** within fifteen (15) days from notice thereof when this contract end;
6. In the event that the prices of magazines are increased by the publisher, the **CONTRACTOR** shall formally advice the **CLIENT**. Corollary, in the event that additional or less copies are needed by the **CLIENT**, the **CLIENT** shall formally advice the **CONTRACTOR**. The subscription amount shall be adjusted accordingly. Such adjustment shall be in accordance with RA 9184 and its IRR.
7. To ensure the faithful performance of this Contract according to its tenor and effect, and to afford the **CLIENT** a recourse of action in the event of non-compliance of its obligations under this Contract, the **CONTRACTOR** agrees to post a performance security upon the signing of this Contract based on the following schedule or a combination thereof:

| Form of Performance Security | Equal to the % of Total Contract Price |
|-----------------------------------------------------------------------------------------------|----------------------------------------|
| Cash, cashier's check, manager's check, bank draft issued by a Universal or Commercial Bank | 5% |
| Bank Guarantee/draft or irrevocable letter of credit issued by a Universal or Commercial bank | 10% |
| Surety Bond callable upon demand | 30% |

8. That the failure of the **CONTRACTOR** to deliver the magazine to the **CLIENT** on the scheduled time, the **CONTRACTOR** is liable to pay liquidated damages in an amount equivalent to one-tenth (1/10) of one percent (1%) of the total cost of the undelivered items per day of delay. However, the **CONTRACTOR** shall not be liable for the above penalty in case of failure on the part of publishing company to deliver, provided that the former submits a written justification acceptable to the **CLIENT** on the reason for such non-delivery upon proper certification from the authorized official of the publishing company on the matter.