



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



Certificate No.: AJA15-0048

**CONTRACT AGREEMENT**

THIS AGREEMENT, made this 04 DEC 2020 day of \_\_\_\_\_, 2020 between the **DEPARTMENT OF LABOR AND EMPLOYMENT (DOLE)**, with office address at DOLE Main Building, Intramuros, Manila, represented by **Undersecretary RENATO L. EBARLE**, hereinafter called the "**CLIENT**" and **H-ASIA NEWSPAPERS AND MAGAZINES, INC.** with office address at Lot 3, F-4 Omega Avenue, West Fairview, Quezon City, represented by its President and CEO, **MR. HONESTO Y. VILLANUEVA**, hereinafter called the "**SUPPLIER**".

**WHEREAS**, the **DOLE** invited Bids for certain goods and ancillary services, viz., **Subscription of Newspapers for the DOLE Central Office for a Period of One (1) Year** and the **DOLE** has accepted a total Bid for **Five Hundred Sixty Three Thousand Eight Hundred Seventy Pesos Only (P563,870.00)**, hereinafter called the "**Contract Price**".

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) Purchase Request;
  - b) Winning bidder's bid, including the eligibility requirements, Technical and Financial proposals, and all other documents/statements submitted;
  - c) Instruction to Bidders
  - d) Bid Data Sheet
  - e) Schedule of Requirements;
  - f) Technical Specifications;
  - g) General Conditions of Contract;
  - h) Special Conditions of Contract;
  - i) Notice of Award of Contract and Bidder's conforme thereto; and
  - j) Performance Security
3. Likewise, the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall apply in the implementation of the project.
4. The **SUPPLIER** shall deliver all the daily newspapers, not later than 4:30 a.m., as listed in Annex A, for DOLE offices housed at the DOLE Main Building and Labor Governance Learning Center (LGLC), Intramuros, Manila at the Muralla entrance gate DOLE Main Building, Intramuros, Manila which shall be received by the security guard on duty and shall be claimed by the representative of the Information and Publication Service-DOLE Library. Representatives from DOLE Offices shall

get hold of their newspaper/s at the DOLE Library, Ground Floor, LGLC from the library staff in-charge of newspaper distributions.

5. The daily newspapers of the following DOLE offices shall be delivered to their respective office premises, to wit:

	DOLE office	Address/Location
a.	Bureau of Labor Relations	6 <sup>th</sup> Floor, BF Condominium Building, Solano Street, Intramuros, Manila
b.	Bureau of Local Employment	
c.	Bureau of Workers with Special Concerns	Entrance lobby, G.E Antonino Building, Kalaw corner Bocobo Streets, Ermita, Manila

Representatives of said offices shall claim their newspaper/s from the respective security guard on duty.

6. That all evening newspapers must be delivered before 12:00 noon of the same day;
7. The **CLIENT** shall pay the **SUPPLIER** the amount of *Five Hundred Sixty-Three Thousand Eight Hundred Seventy Pesos (P563,870.00)* for the total contract price. The terms of payment shall be subject to the regular government accounting and auditing rules and regulations;

The payment shall be based on actual deliveries of newspaper on a monthly basis.

8. In the event that the prices of newspapers are increased by the publisher, the **SUPPLIER** shall formally advise the **CLIENT**. Corollary, in the event that additional or less copies are needed by the **CLIENT**, the **CLIENT** shall formally advise the **SUPPLIER**. The subscription amount shall be adjusted accordingly. Such adjustment shall be in accordance with RA 9184 and its IRR.
9. That the failure of the **SUPPLIER** to deliver the newspapers to the **CLIENT** on the scheduled time, the **SUPPLIER** 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 **SUPPLIER** 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.
10. In case of any violation of the stipulations and covenants of this Contract by the **SUPPLIER**, the **CLIENT** shall rescind and/or terminate the same with written notice thereof to the **SUPPLIER**. The **CLIENT** shall be entitled to the refund of its payment including liquidated damages as herein stipulated, in addition to what may be