

**Office of the President
of the Philippines
Malacañang**

NOTICE TO PROCEED

SHELA G. SARMIENTO
Senior Sales Executive
MANILA BULLETIN PUBLISHING CORPORATION
Muralla Street, Corner Recoletos Street,
Intramuros, Manila
Tel. No.: 8-527-8121 local 425

Dear Ms. Sarmiento:


The attached contract having been approved, notice is hereby given to **MANILA BULLETIN PUBLISHING CORPORATION** that delivery may commence, effective after the receipt of this notice, on the Contract for the Project: **Newspaper Publication Services for Republic Acts and Other Presidential Issuances for CY 2021 (Ordering Agreement) for the 2nd Newspaper Publication Requirement under PR No. 20-07-0001 dated 15 July 2020** in the amount of **One Million Four Hundred Twenty-Five Thousand Pesos (P 1,425,000.00)**.

Thus, you shall be responsible in performing the delivery under the terms and conditions of the Contract and in accordance with its provisions.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided for below. Keep one copy and return the other to the Office of the President Bids and Awards Committee.

Very Truly Yours,
By Authority of the Executive Secretary:

USEC MARAH VICTORIA S. QUEROL
Chief of Staff, Office of the Executive Secretary

I acknowledge receipt of this Notice on : JANUARY 22, 2021
Name of Representative of the Bidder : SHELA G. SARMIENTO
Authorized Signature : 

**Office of the President
of the Philippines
Malacañang**

**CONTRACT FOR THE NEWSPAPER PUBLICATION SERVICES FOR
REPUBLIC ACTS (RAs) AND OTHER PRESIDENTIAL ISSUANCES
(PIs) FOR CY 2021 (ORDERING AGREEMENT) – FOR THE 2ND
NEWSPAPER PUBLICATION REQUIREMENT**


SANDY U. COTOCO

KNOW ALL MEN BY THESE PRESENTS:

This Contract for the Newspaper Publication Services for RAs and other PIs for CY 2021 (Ordering Agreement) – for the 2nd Newspaper Publication Requirement (hereinafter referred to as the **Contract**), made and entered by and between:


GLORIA M. BUNDO

The **OFFICE OF THE PRESIDENT**, with office address at Malacañan Palace, J.P. Laurel Street, San Miguel, Manila, represented in this act by **UNDERSECRETARY MARAH VICTORIA S. QUEROL**, Chief-of-Staff, Office of the Executive Secretary, and hereinafter referred to as the **OP**;

-and-


SHELA G. SARMIENTO

MANILA BULLETIN PUBLISHING CORPORATION, a duly-registered entity under the laws of the Republic of the Philippines, with office address at Muralla Street Corner Recoletos Street, Intramuros, Manila, represented in this act by its Senior Sales Executive, **MS. SHELA G. SARMIENTO**, and hereinafter referred to as the **PUBLISHER** (A copy of the Secretary's Certificate evidencing such authority is attached herewith as **ANNEX "A"**);

and hereinafter collectively referred to as the **PARTIES**;

WITNESSETH, that:


MARAH VICTORIA S. QUEROL

WHEREAS, the OP, through its Bids and Awards Committee (BAC), caused the Procurement for the Newspaper Publication Services for RAs and other PIs for CY 2021 (Ordering Agreement) – for the 2nd Newspaper Publication Requirement (hereinafter referred to as the **Project**), pursuant to OP Purchase Request (PR) No. 20-07-0001 dated 15 July 2020, and with an Approved Budget for the Contract (ABC) for the 100,000 columns centimeter quantity, amounting to **Ten Million Pesos (P10,000,000.00)**;

WHEREAS, after a duly conducted public bidding on 22 October 2020 with two (2) bid proposals, the BAC has approved BAC Resolution No. 2020-12-241 dated 03 December 2020, recommending to the Head of the Procuring Entity (HoPE) the award of the Contract of the Project to the PUBLISHER as the second lowest calculated and responsive bid for the completion of the Project in the amount of **One Million Four Hundred Twenty-Five Thousand Pesos (P1,425,000.00)** at Ninety-Five Pesos (P95.00) per column centimeter, for the 2nd newspaper requirement with the quantity of Fifteen Thousand (15,000) columns centimeter;

WHEREAS, the HoPE has approved the recommendation of the BAC and consequently, a Notice of Award (NOA) dated 11 December 2020 was issued to the PUBLISHER and was accepted on 07 January 2021;

WHEREAS, the PUBLISHER has posted the required performance security in the form of manager's check in the amount of **Seventy-One Thousand Two Hundred Fifty Pesos (P71,250.00)** issued by Philtrust Bank on 14 January 2021 (A copy of the said manager's check is attached herewith as **ANNEX "B"**);

NOW, THEREFORE, for and in consideration of the foregoing, the PUBLISHER hereby and by these presents, binds itself to undertake the Project, and the OP in turn binds itself to compensate the PUBLISHER subject to the following terms and conditions:

1. Obligations of the PUBLISHER. The PUBLISHER commits to execute and complete the Project under OP PR No. 20-07-0001 dated 15 July 2020, in accordance with, and as specified in this Contract and the documents attached thereto, subject to other requirements imposed by applicable laws, rules, and regulations, which are deemed written into this Contract.

1.1 The PUBLISHER shall, within seven (7) calendar days from the signing of this Contract, appear before the Procurement Management Service (PMaS) for purposes of receiving the Notice to Proceed (NTP).

1.2 In case of failure of the PUBLISHER to appear before the PMaS within the period herein stipulated, the OP shall send a copy of the NTP to the known address of the PUBLISHER, as reflected in the bid documents by registered mail. If the PUBLISHER, within fifteen (15) calendar days from the date the NTP was sent by registered mail, still fails to deliver the Project within the period specified in the NTP, the PUBLISHER shall be deemed to have abandoned the Contract, and the OP may unilaterally rescind the Contract, subject to the terms and conditions of this Contract and existing applicable laws, rules and regulations.

1.3 Upon receipt of a copy of a RA or any PI for publication from the Malacañang Records Office (MRO), the PUBLISHER shall immediately deliver the Project through an Ordering Agreement from receipt of this Contract issued by the OP, under the following conditions:

1.3.1 Publications are set on any particular day of the week.

1.3.2 Publications are on the main section of the newspaper.

1.3.3 Ten (10) complimentary copies must be provided on the first working hour on the day of publication.

1.3.4 Copy of issuance for publication must be picked-up from the MRO by the publisher or his duly authorized representative within an hour after notice. If issuance for publication is sent through fax or email, publisher must duly confirm or acknowledge receipt thereof.

1.3.5 In case the required date of publication falls on a weekend or holiday, after due notice, the publisher must immediately pick-up the materials for publication from the MRO.

1.3.6 An allowance of an hour and a half (1 ½) from the regular cut-off time for publication must be provided to the OP.

1.3.7 In case of erratum, notice of correction on subject publication must be made on the following day after notification from the MRO. Said correction shall be at no cost to the OP.

1.3.8 The MRO reserves the right to cancel or defer publication within the allowable one and a half (1 ½) hours from the regular cut-off time at no cost to the OP.

1.4 All publications shall be subject to inspection and examination by the Assets Management Office (AMO) and the MRO, who may reject the publication by the PUBLISHER. Rejected publication shall be satisfactorily corrected immediately by the PUBLISHER at no cost to the OP.


SANDY U. COTOCO


GLORIA M. BUNDO


SHELA G. SARMIENTO

MARAH VICTORIA S. QUEROL

1.5 The PUBLISHER shall not directly or indirectly, in whole or in part, by operation of law or otherwise, sub-contract, entrust, assign or transfer this Contract or delegate any of the obligations without the written consent of the OP, otherwise the OP shall have the right to unilaterally rescind the Contract without notice to the PUBLISHER and recover liquidated damages immediately.

1.6 The PUBLISHER shall observe and comply with all laws, ordinances, rules and regulations of both the national and local government applicable to or binding upon the PARTIES hereto, the publication covered by the Contract, or the persons engaged in the performance and accomplishment of the publication covered by this Contract, and shall protect and indemnify the OP against any claim or liability arising from the violation thereof, whether by himself, his employees, or his subcontractors, trustees, assignees should the PUBLISHER, in violation of Sub-Clause 1.5 hereof, subcontract, entrust or allow any person to undertake the Project at any given time.

2. **Obligations of the OP.** As provided for by the provisions and terms of this Contract and its attachments and as consideration for the full and faithful performance and accomplishment of all the obligations of the PUBLISHER, the OP shall pay the PUBLISHER, based on the publications or the utilized quantity per columns centimeter as reported by the MRO, until such time that the total quantity or contracted amount is utilized, the AMO and the MRO shall certify, that the Project is 100% delivered, accomplished or complete in the amount of **One Million Four Hundred Twenty-Five Thousand Pesos (₱1,425,000.00)**, subject to existing laws, rules and regulations.

2.1 **Retention.** Payment is subject to the ten percent (10%) "retention money" based on the total amount due to the PUBLISHER, as described under General Conditions of Contract Sub-Clause 10.1. The said amount shall only be released after the lapse of the warranty period as specified in this Contract.

3. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the attached General and Special Conditions of Contract (A copy of said Contract is attached herein as **ANNEX "C"**).

4. The following documents are deemed integral parts hereto and shall be read and construed as part of this Contract, *to wit*:

- ANNEX D - Invitation to Bid;
- E - Eligibility Requirements of the Winning Bidder;
- F - Instructions to Bidders;
- G - Bid Data Sheet;
- H - Addenda and/or Supplemental/ Bid Bulletin, if any
- I - Bid Forms; and
- J - Other contract or documents that may be required by existing laws and/or the OP.

5. **Warranty.** All newspaper publications under this Contract shall be free from defects and conform to the technical specifications and requirements of the OP. Further, the PUBLISHER warrants that all newspaper publications supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the PUBLISHER from the date of acceptance by the OP of the publications as specified in the Special Conditions of the Contract (SCC) Sub-Clause 17.3, reckoned from the date of issuance of the Certificate of Final Acceptance by the OP. The warranties against defects, except those occasioned on force majeure, shall be corrected immediately upon


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receipt of notice by the PUBLISHER reckoned from the date of issuance of the Certificate of Final Acceptance by the OP.

6. **Liquidated Damages.** It is understood and agreed that time is of the essence in this Contract. In any event the PUBLISHER refuses or fails to complete the Project within the specified time, or within any period of extension that may be granted, the OP is hereby authorized to deduct actual damages, without the need of proof, and liquidated damages from the retention money as herein defined or the securities posted or whatever amount due to the PUBLISHER under this Contract, whichever may be appropriate and convenient to the OP.

The amount of liquidated damages shall be one tenth of one percent (1/10 of 1%) of the cost of the unperformed portion for every day of delay until the work is completed. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract price, the Contract shall be rescinded, without prejudice to other courses of action and remedies available to the OP.

7. **Notices.** Notices required to be served under this Contract shall be made in writing and sent to the address of the PARTIES indicated above or to such other addresses subsequently designated by the PARTIES in writing.

8. **Breach.** A material breach by the PUBLISHER of any warranty, representation or covenant herein made entitles the OP, upon due notice, to rescind the Contract with damages.

9. **Arbitration.** If any dispute or difference of any kind whatsoever shall arise between the PARTIES in connection with the implementation of the Contract, the PARTIES shall make every effort to resolve amicably such dispute or difference by mutual consultation. Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004"; provided that by mutual agreement, the PARTIES may agree in writing to resort to alternative modes of dispute resolution.

10. **Separability Clause.** If any of the provisions of this Contract shall expire or cease to be feasible, it shall be without prejudice to the validity of the remaining provisions of this Contract. The invalid or non-feasible provisions will be replaced by the PARTIES by a provision which shall be faithful to the original provision. The same applies in the case of any incomplete portion of this Contract.

11. **Entire Agreement.** This Contract contains the entire understanding between the PARTIES and supersedes all prior or contemporaneous agreements, representations, and promises, whether written or oral. Any amendment or modification of this Contract shall be in writing and signed by both PARTIES or by their duly authorized representatives.

12. **Binding Effect.** All terms, covenants, conditions and provisions of this Contract shall be binding and enforceable upon the PARTIES and their successors-in-interest and assigns.

13. **Governing Law.** This Contract shall be made and governed by the laws of the Republic of the Philippines.

14. **Venue.** The PARTIES agree to submit themselves exclusively to the jurisdiction of the courts of the City of Manila, Philippines on any action, dispute, or special proceedings arising out of this Contract.


SANDY U. COTOCO


GLORIA M. BUNDOC


SHELA G. SARMIENTO

MARAH VICTORIA S. QUEROL

IN WITNESS WHEREOF, the PARTIES have hereunto affixed their signatures, on the day above-cited, in the City of Manila, Philippines.

OFFICE OF THE PRESIDENT
By Authority of the Executive Secretary:

MANILA BULLETIN PUBLISHING CORPORATION

By:


MARA VICTORIA S. QUEROL
Undersecretary
Office of the Executive Secretary


SHELA G. SARMIENTO
Senior Sales Executive

SIGNED IN THE PRESENCE OF:


GLORIA M. BUNDOC
Head, Finance Office


SANDY U. COTOCO
AVP-Credit & Collection Department

ACKNOWLEDGEMENT

Republic of the Philippines)
MANILA) S.S.

MANILA JAN 15 2021

BEFORE ME, a Notary Public for and in the City of _____ this ____ day of _____ personally appeared the following:

NAME	COMPETENT EVIDENCE OF IDENTITY	EXPIRATION DATE
MARA VICTORIA S. QUEROL	IBP ID No. 58794	No expiration date
SHELA G. SARMIENTO	UMID CRN No. 0111-0512812-9	No expiration date

Known to me and to me known to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their own free act and deed and of the entities they represented.

This instrument refers to a Contract consisting of five (5) pages, including the page on which this Acknowledgment is written, duly signed by the above-named PARTIES and their instrumental witnesses to this Contract.

WITNESS MY HAND AND SEAL this JAN 15 2021 day of _____.

Doc. No. 236
Page No. 48
Book No. 111
Series of 2021.

ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for the City of Manila-Valid 12/31/2021
Notarial Commission No. 2020-033
2F Midland Plaza Hotel, Adriatico St., Ermita, Manila
IBP No. 134350 / Dec. 14, 2020 / Pasig City
PTR No. 9821951 / Jan. 4, 2021 at Manila
Roll No. 68731 MCLE Compliance No. VI-0067186-Jan.24,2018