



Philippine Information Agency

Ahensiyang Pang-impormasyon ng Pilipinas

CONTRACT AGREEMENT FORM

PR_NO. 23-04-037_PIAPCRD2023

SUPPLY AND DELIVERY OF NEWSPAPER SUBSCRIPTION

JUN 08, 2023

THIS AGREEMENT made this ____ day of _____ 2023 between **PHILIPPINE INFORMATION AGENCY (PIA)**, a government agency of the Philippines with office address at PIA Building, Visayas Avenue, Diliman, Quezon City, represented herein by its Deputy Director-General, **KARL LOUIE B. FAJARDO**, with authority under Office Order 070 series 2023, hereinafter referred to as **PHILIPPINE INFORMATION AGENCY (PIA)** of the one part and **EMMA L. ASAULA**, Authorized Representative of **ASIA/PACIFIC CIRCULATION EXPONENTS, INC. (APCEI)** herein referred to as **"SUPPLIER"** with office address at 23 General Araneta St., Brgy. San Antonio, Pasig City of the other part;

WHEREAS, the "PHILIPPINE INFORMATION AGENCY (PIA)" solicited Bids for certain goods and ancillary services, particularly for the **SUPPLY AND DELIVERY OF NEWSPAPER SUBSCRIPTION** and has accepted a Bid from **ASIA/PACIFIC CIRCULATION EXPONENTS, INC. (APCEI)** for the supply of the aforementioned goods and services in the sum of **FORTY-NINE THOUSAND THREE HUNDRED SIXTY PESOS ONLY (Php 49,360.00)**.

WHEREAS, the PIA Bids and Awards Committee, after due deliberation, recommended the award of contract to the "SUPPLIER" and the same was approved and issued on 15 May 2023.

NOW THEREFORE, for and in consideration of the foregoing premises, and mutual covenants hereinafter set forth, the PARTIES agree on the following:

1. DELIVERABLES

Supply and delivery of newspapers not later than 7:00 A.M each day or as may be required by PIA.

QUANTITY / UNIT (per day)	NEWSPAPER	FREQUENCY OF DELIVERY
1 piece	PILIPINO MIRROR	Monday to Sunday
1 piece	PILIPINO STAR NGAYON	Monday to Sunday
1 piece	ABANTE	Monday to Sunday
1 piece	ABANTE TONIGHT	Monday to Sunday
1 piece	REMATE	Monday to Saturday

Fund Cluster: 01
Fund Available: ₱ 49,360.00
CIERRA YN A. SALLO
SADOF, Accounting Section

1 piece	PEOPLE'S JOURNAL	Monday to Sunday
1 piece	PEOPLE'S TONIGHT	Monday to Sunday
1 piece	BULGAR	Monday to Sunday
1 piece	MANILA BULLETIN	Monday to Sunday
1 piece	MANILA TIMES	Monday to Sunday
1 piece	MANILA STANDARD	Monday to Saturday
1 piccc	DAILY TRIBUNE	Monday to Sunday
1 piece	PHILIPPINE STAR	Monday to Sunday
1 piece	PHL DAILY INQUIRER	Monday to Sunday
1 piece	BUSINESS MIRROR	Monday to Sunday

2. CONTRACT OF PERIOD

The contract shall be for a period of seven (7) months commencing from 12 June 2023.

3. SCHEDULE OF REQUIREMENTS

- The above quantities may be increase by PIA.
- In case of services not covered by this section, separate sales / service invoice, billing statement and Official Receipt shall be issued by the Service provider.

4. WARRANTY

The SUPPLIER warrants that it will perform its services stipulated under this Contract in a professional manner consistent with industry standards.

5. TERMS OF PAYMENT

- Payment shall be based on actual deliveries made by the supplier.
- Payment shall be processed by every end of the month subject to applicable taxes and based on the Statement of Accounts duly received by PIA.

6. LIQUIDATED DAMAGES

In the event that the ASIA/PACIFIC CIRCULATION EXPONENTS, INC. (APCEI) violates any of the terms and conditions of this Contract, or neglects to perform in a timely manner any of the works, duties, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails to carry out the tasks herein required in an acceptable manner for any reason whatsoever, the ASIA/PACIFIC CIRCULATION EXPONENTS, INC. (APCEI) shall be liable for damages for such failure and shall pay the PHILIPPINE INFORMATION AGENCY (PIA)" liquidated damages in an amount equivalent to one-tenth (1/10) of one (1%) percent of the total contract price for every day of delay of breach, without need for any notice or demand from the PHILIPPINE INFORMATION AGENCY (PIA) in addition to other remedies that the PHILIPPINE INFORMATION AGENCY (PIA)" may exercise under this contract, pertinent laws, rules and regulations, until such services are finally delivered and accepted by the PHILIPPINE INFORMATION AGENCY (PIA)".

7. TERMINATION OF CONTRACT

The PHILIPPINE INFORMATION AGENCY (PIA)" reserves the right to terminate this Contract for any cause which may include failure of the ASIA/PACIFIC CIRCULATION EXPONENTS, INC. (APCEI) to perform in a timely and acceptable manner any of their works, duties, functions, responsibilities or obligations stipulated herein or failure to carry out the task herein required in a manner acceptable to the PHILIPPINE INFORMATION AGENCY (PIA)" or violation by the ASIA/PACIFIC CIRCULATION EXPONENTS, INC. (APCEI) of any of the terms and conditions of this Contract, subject to sanctions and remedies provided for herein and under the pertinent laws, rules and regulations.

In consideration of the payments to be made by the PHILIPPINE INFORMATION AGENCY (PIA) to ASIA/PACIFIC CIRCULATION EXPONENTS, INC. (APCEI) as hereinafter mentioned, ASIA/PACIFIC CIRCULATION EXPONENTS, INC. (APCEI) hereby covenants with the PHILIPPINE INFORMATION AGENCY (PIA) to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

The PHILIPPINE INFORMATION AGENCY (PIA) further hereby covenants to pay ASIA/PACIFIC CIRCULATION EXPONENTS, INC. (APCEI) in consideration of the provision of the aforementioned services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

PHILIPPINE INFORMATION AGENCY:

**ASIA/PACIFIC CIRCULATION
EXPONENTS, INC.:**

Karl Louie B. Fajardo
KARL LOUIE B. FAJARDO
Deputy Director-General
Representative

Emma L. Asaula
EMMA L. ASAULA
Authorized

SIGNED IN THE PRESENCE OF:

Anne Lorraine B. Macadaeg
ANNE LORRAINE B. MACADAEG
End-User Representative

Sheila Urrutia Verana
Sheila Urrutia Verana
(Supplier Rep. as
Witness)

NOTARIAL ACKNOWLEDGEMENT

Republic of the Philippines)
City of QUEZON CITY S.S.

JUN 08 2023

BEFORE ME, Notary Public for and in the above jurisdiction, this _____ day of _____ 2023, personally appeared and presented sufficient proof of identification:

KARL LOUIE B. FAJARDO ID No: _____ Issued at/on:

EMMA L. ASAULA ID No: 03-5641898-0 Issued at/on:

All known to me to be the same persons who executed and voluntarily signed the foregoing document consisting of only four (4) pages including this page of Acknowledgement, which they acknowledged to me as their own free and voluntary act and deed.

IN WITNESS WHEREOF, I hereto affixed my signature and seal on the date and place first above mentioned.

ATTY. ELISEO S. CALMA, JR.
Notary Public for Q.C. Until Dec. 31, 2024
NOTARY PUBLIC

PTR No. 4007172D/Jan. 03, 2023/Q.C.
IBP No. 257225, Jan. 01, 2023
MCLE Comp. No. VII-0006924(09/21/2021-04/14/2025)
Adm. Matter No. NP-062(2022-2023)
20 Kamagong St., Sapamanai Vill. East Fairview Q.C.
TIN: 138-541-197-000

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