

## **SERVICE CONTRACT**

### **KNOW ALL MEN BY THESE PRESENTS:**

This Service Contract (the "Contract") is made and entered in the City of Pasig, Metro Manila, by and between:

**THE CITY OF PASIG**, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at City Hall, Caruncho Avenue, Pasig City, herein represented by **HON. VICTOR MA REGIS N. SOTTO**, in his capacity as City Mayor;

- and -

**PHILSTAR DAILY, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at Roberto S. Oca Cor Railroad St 202., Brgy. 650. Port Area, NCR, City of Manila, represented by its Account Manager, **MARLON E. RIVERA** (a copy of the Secretary's Certificate evidencing such authority is attached as Annex "A"), hereinafter referred to as the "**CONTRACTOR**".

Each referred to as a "**PARTY**" and collectively as "**PARTIES**".

The Contractor warrants that it is duly organized, registered, validly existing and in good standing under the laws of the Republic of the Philippines, and its representative/s is/are capable and have the requisite power, authority, permits, clearances, and licenses to enter into this Service Contract.

### **WITNESSETH: THAT**

**WHEREAS, THE CITY OF PASIG** has a requirement for **Newspaper Publication of Various City Government of Pasig Ordinances or Resolutions** under PR No. 100-23-01-195 (the "Services");

**WHEREAS, THE CITY OF PASIG** resorted to Negotiated Procurement - Scientific, Scholarly or Artistic Work, Exclusive Technology and Media Service pursuant to Section 53.6 of the Revised Implementing Rules and Regulations ("IRR") of Republic Act ("R.A.") No. 9184;

**WHEREAS, the CONTRACTOR** has submitted the lowest calculated and responsive quotation to undertake the said Services;

**WHEREAS, THE CITY OF PASIG** has accepted the proposal of the **CONTRACTOR**, subject to the terms and conditions hereunder stipulated;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the **PARTIES** agree as follows:

**ARTICLE I**  
**SCOPE OF UNDERTAKING**

The contract shall cover all the items found in the Request for Quotation / Terms of Reference hereto attached as Annex "B".

**ARTICLE II**  
**CONTRACT PERIOD**

The contract shall be in force upon receipt of the Notice to Proceed until 31 December 2023. Within the period of the effectivity of the Contract, **THE CITY OF PASIG** may terminate the same, with or without cause, without incurring any liability whatsoever, without need for judicial intervention, upon ten (10) days written notice to the **CONTRACTOR**.

**ARTICLE III**  
**CONTRACT AMOUNT**

The Contract price for the Services shall be based on the actual number of ads placed and in the amount of **Forty Eight Pesos (Php 48.00) per column cm**, but not to exceed the total amount of Four Million Five Hundred Thousand Pesos Only (Php 4,500,000.00), subject to applicable withholding tax. The **CONTRACTOR** shall hold the City free from liability for any and all taxes and government fees and charges arising out of this transaction.

**ARTICLE IV**  
**CONTRACTOR'S WARRANTIES**

The **CONTRACTOR** hereby warrants that:

1. There are no actions, suits or proceedings pending or, to the best of its knowledge, threatened, which may have a material adverse effect on its ability to fulfill its obligations under this Contract or on its operations, business, properties, assets, or business condition.
2. That the Services to be rendered herein shall be as described under Article I of this Contract. The **CONTRACTOR** warrants that it has secured all the necessary government licenses and permits to allow it to render the Services agreed upon and that it is free from any liability or adverse claims of every nature and description that would prevent or hinder it from rendering the said Services.
3. The **CONTRACTOR** hereby represents and warrants that it has sufficiently experienced and competent personnel able to perform the Services under this Contract. It is understood that the **CONTRACTOR** shall exercise complete and unequivocal control and supervision over its staff in the performance of their respective functions and duties;
4. The **CONTRACTOR** warrants that it shall protect and exercise due care and proper handling of the properties belonging to or is in the possession of **THE CITY OF PASIG** during the performance of its Services.

**ARTICLE V**  
**CLAIMS AND DISPUTES**

All claims and disputes relating to or arising out of this Contract shall as much as possible, be settled amicably by the **PARTIES** before resorting to any judicial action.

If the **PARTIES** fail to settle their differences or disputes, the **PARTIES** waiving for the purpose any other venue, hereby agree that the courts of the City of Pasig shall be the exclusive venue of any or all actions or suits between the **PARTIES** to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this Contract in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this Contract in its entirety or in part.

In the event that a dispute arises with respect to this Contract, the party prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred in ascertaining such party's rights or in preparing to enforce, or in enforcing, such party's rights under this Contract, whether or not it was necessary for such party to institute suit.

**ARTICLE VI**  
**DAMAGES FOR DELAY**

The **CONTRACTOR** shall complete the implementation of the Services within the time prescribed in Article II hereof. Should the **CONTRACTOR** incur delay in its performance, the **CONTRACTOR** shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay, including Sundays and Holidays, beyond the specific period. The maximum deduction shall be ten percent (10%) of the amount of the Contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, **THE CITY OF PASIG** shall have the option to rescind the Contract, without prejudice to other courses of action and remedies open to it.

In case the **CONTRACTOR** still fails to deliver the Services after the lapse of thirty (30) days from the supposed date of implementation as provided for in Articles II, **THE CITY OF PASIG** shall likewise have the option to terminate the Contract, without prejudice to other courses of action and remedies open to it.

## **ARTICLE VII DEFAULTS**

In the event that any of the **PARTIES** fail to comply in good faith with their undertakings, as set forth in this Contract, within the periods provided herein, the non-defaulting party shall be released from its obligations under this Contract, without prejudice to the rights of restitution, recovery and damages.

In the event of breach by either party, the **PARTIES** agree to amicably settle the same under the provisions of Article VI hereof prior to judicial action.

In the event settlement cannot be made, the **PARTIES** shall abide by the provisions of law with respect to default.

## **ARTICLE VIII INDEMNIFICATION**

1. The CONTRACTOR hereby holds THE CITY OF PASIG, its guests, corporate affiliates, and any director, officer, employee, agent or any other person acting on THE CITY OF PASIG's behalf, free and harmless from any and all actions or liabilities arising out of this Service Contract, including, without being limited to, claims for unpaid and back wages, regularization, and other terms and conditions of employment, as well as civil and criminal liabilities that the CONTRACTOR and/or THE CITY OF PASIG may incur as a result of, or arising out of, the conduct and/or pursuit of Services and to indemnify THE CITY OF PASIG, its guests, corporate affiliates and any director, officer, employee, agent or any other person acting on THE CITY OF PASIG's behalf, from and against the costs of defending any action, suit or proceedings, including legal fees or other expenses incurred in relation to any such claims mentioned above.
  
2. The CONTRACTOR and its personnel shall be jointly and severally liable and shall indemnify and hold THE CITY OF PASIG, its guests, corporate affiliates and any director, officer, employee, agent or any other person acting on THE CITY OF PASIG's behalf, free and harmless for any death, injury or damage to THE CITY OF PASIG and to third persons, loss, breakage, or destruction of properties, as a consequence of the CONTRACTOR's acts or omissions, willful intent or negligence, during the performance of the Services or its obligation under this Service Contract.

## **ARTICLE IX CONFIDENTIALITY**

Pursuant to this Contract, **THE CITY OF PASIG** (its officers, employees, agents, and any other person working in **THE CITY OF PASIG's** behalf) may be disclosing to the **CONTRACTOR** (its officers, employees, agents, and other persons acting on the **CONTRACTOR's** behalf) Confidential Information such as but not limited to: business plans, developments plans, lists, reports, financial information, design documents, specifications, notes, computer disks, hard disks, tapes, written or electronic compilations or data storage devices and/or other non-public information proprietary and

confidential to **THE CITY OF PASIG** (together with any notes, analyses, compilations, studies, or other documents that are based upon, contain, or otherwise reflect such as Confidential Information. The **PARTIES** agree as follows with respect to treatment of the above-mentioned Confidential Information:

1. The **CONTRACTOR** shall require its officers, employees, agents and other persons acting on the **CONTRACTOR's** behalf to comply with the terms of this Confidentiality Clause and shall be solidarily liable to **THE CITY OF PASIG** for unauthorized disclosures made by its officers, employees, agents and other persons acting on the **CONTRACTOR's** behalf.
2. The disclosed Confidential Information shall be used by the **CONTRACTOR** (its officers, employees, agents, and any other persons working in **THE CITY OF PASIG's** behalf) solely for the purpose of performing the Services specified in this Contract and not for any other purpose and the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the Independent **CONTRACTOR's** behalf) will not disclose the Confidential Information, in whole or in part, for any other purpose.
3. Copies or reproductions of the disclosed Confidential Information shall be made only to the extent and purpose of performing the **CONTRACTOR's** services under this Contract. Access to disclosed Confidential Information shall be limited by the **CONTRACTOR** to only those officers, employees, agents, and other persons acting on the **CONTRACTOR's** behalf necessary for the performance of the services under this Contract.
4. In the event that the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) is required by law to disclose any information supplied to the **CONTRACTOR** pursuant to this Contract, the **CONTRACTOR** will provide **THE CITY OF PASIG** with prompt prior written notice of such requirement so that **THE CITY OF PASIG** may seek an appropriate protective order/ measure. In the event that **THE CITY OF PASIG** fails to secure the appropriate order/ measure, the **CONTRACTOR** shall disclose only that portion of the Confidential Information it is legally compelled to disclose.
5. All confidential Information disclosed by **THE CITY OF PASIG** to the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) shall remain **THE CITY OF PASIG's** property.
6. Upon termination of this Contract, the **CONTRACTOR** shall return all tangible Confidential Information furnished by **THE CITY OF PASIG**. The **CONTRACTOR** will also destroy all written material, memoranda, notes, and other writings or recordings whatsoever prepared by it based upon, containing, or otherwise reflecting any Confidential Information.
7. Any Confidential Information that is not returned or destroyed, including any oral Confidential Information, shall remain subject to the confidentiality obligations herein even after the termination of this Contract until such Confidential Information is returned to **THE CITY OF PASIG** or destroyed by the **CONTRACTOR**. Any oral Confidential

Information shall not be repeated to any third party by the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) even after the termination of the Contract.

8. **THE CITY OF PASIG** (its officers, employees, agents, and any other persons acting on **THE CITY OF PASIG's** behalf) shall not be liable to the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) or to any third party for any damage or injury resulting from the **CONTRACTOR's** use of the disclosed Confidential Information.
9. The **CONTRACTOR** acknowledges and agrees that monetary damages would not be a sufficient remedy for any breach of this Confidentiality Clause by the **CONTRACTOR** (its officers, employees, agents, and other persons acting on the **CONTRACTOR's** behalf) and that **THE CITY OF PASIG** shall be entitled to specific performance including injunctive relief, as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Confidentiality Clause but shall be in addition to all other remedies available at law or equity. The **CONTRACTOR** agrees to reimburse **THE CITY OF PASIG** for costs and expenses (including without limitations attorney's fees) incurred by **THE CITY OF PASIG** in connection with the enforcement of this Confidentiality Clause.
10. The obligations stated in this Confidentiality Clause shall also apply to Confidentiality Information negligently, unintentionally or inadvertently disclosed by **THE CITY OF PASIG** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) and to disclosures made by **THE CITY OF PASIG**, its officers, employees, agents, and other persons ordinarily acting on **THE CITY OF PASIG's** behalf or in breach of his/her obligation or duty to **THE CITY OF PASIG**.

#### **ARTICLE X** **TAXES AND LICENSES**

All amounts, claims, and expenses pertaining to licenses, permits, registrations or renewals thereof, required by the appropriate government entities for the services performed under this Contract, shall be for the exclusive account of the **CONTRACTOR**.

The **CONTRACTOR** shall regularly present, within the duration of the Contract, a tax clearance from the Bureau of Internal Revenue ("BIR") as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

The **CONTRACTOR** shall pay taxes in full and on time. Failure to do so will entitle **THE CITY OF PASIG** to suspend payment for services rendered by the **CONTRACTOR**.

**ARTICLE XI**  
**NO EMPLOYER-EMPLOYEE RELATIONSHIP**

There shall be no employer-employee relationship between **THE CITY OF PASIG** and the employees of the **CONTRACTOR**. The **CONTRACTOR** shall have the entire charge, control and supervision of the performance of the Services herein agreed upon. Any damage, accident, injury, or sickness of any kind, or death that may occur to any employee of the **CONTRACTOR** during the time and consequent to the performance of the work under this Contract shall likewise be the **CONTRACTOR's** responsibility.

The **CONTRACTOR** shall be responsible for all acts and omissions of its agents, personnel and all persons allowed by it to have access to **THE CITY's** premises, for any injury which may be caused to persons or property while remaining in any part of **THE CITY's** premises.

The **CONTRACTOR** further binds itself to hold **THE CITY OF PASIG** free and harmless from any claim on account of the aforementioned injury or damage.

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**ARTICLE XII**  
**MISCELLANEOUS PROVISIONS**


1. In the event that facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, the **PARTIES** hereto agree immediately to re-negotiate its terms and conditions, or at the option of **THE CITY OF PASIG**, terminate the same.
2. This Contract, and all the rights and interests herein, may not be assigned or sub-contracted to another without the consent of the other party.
3. All notices and other communications provided for or permitted hereunder shall be in writing and sent to the **PARTIES** at their respective addresses as indicated in this Contract.
4. If any provision hereof is prohibited or made unenforceable under any applicable law or by a competent court or authority, the same shall not affect any other provision of this Contract, which is otherwise valid and enforceable.
5. The **PARTIES** agree to abide by these terms and conditions in good faith.
6. The relationship between the **PARTIES** shall be limited to the performance of the terms and conditions of the Contract. Nothing in this Contract shall be construed to create a general partnership between the **PARTIES**, or to authorize any party to bind the other except as set forth in this Contract, or to borrow money on behalf of another party, or to use the credit of any party for any purpose other than what has been set forth herein.
7. Any right or remedy conferred by this Contract upon the **PARTIES** shall not be exclusive of any other right or remedy, whether under this

Contract or provided or permitted to the **PARTIES** at law or in equity, but each right or remedy shall be cumulative of every other right or remedy available to them.

8. This Contract constitutes the entire agreement between the **PARTIES** pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous Contracts, representations, warranties and understandings of the **PARTIES**. No supplement, variation or amendment of this Contract shall be binding unless executed in writing by all the **PARTIES** thereto.
9. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless in writing and signed by the party making the waiver.

IN WITNESS WHEREOF, the parties hereto set their hands this day of **MAR 29 2023**, 2023 at Pasig City.

By:

  
**HON. VICTOR MA. REGIS N. SOTTO**  
City Mayor

By:

  
**MARLON E. RIVERA**  
Account Manager  
PhilStar Daily, Inc.

WITNESSES:


\_\_\_\_\_  
(Printed Name and Signature)

\_\_\_\_\_  
(Printed Name and Signature)

Funds Appropriated:

  
**MARTINELLI A. SANTIAGO**  
OIC - City Budget Office

Funds Obligated:

  
**MS. JUVY A. CUENCO**  
OIC - City Accounting Office  
100-2023-01, 0003-1011

Funds Available:

  
**MS. MARITA A. CALAJE**  
City Treasurer

Recommending Approval:

  
**MS. LOIDA U. VILLANUEVA**  
Local Legislative Staff Officer IV

Contract No.: 100-23-01-195



**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
City of Manila ) S.S.

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of ~~MAR 28 2023~~, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>MARLON E. RIVERA</b>	DUL No2-92-193364	Oct 24 2018 - Oct. 28 2023

Known to me to be the same person who executed the foregoing Contract of Service consisting of Nine (9) pages, and who acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the entity they duly authorized to represent.

**WITNESS MY HAND AND NOTARIAL SEAL**, on the date and place first above written.

**ATTY. CARLOS C. ABESAMIS**  
 Notary Public-Pasig City  
 Until December 31, 2023  
 ROLL NO. 43288  
 IBP LIFETIME NO. 08352  
 PTR NO. 9004628  
 APPOINTMENT NO. 25 (2022-2023)  
 MCLE COMPLIANCE NO. VI-0030466  
 TIN NO. 127-509-331-00000

Doc. No. 90  
 Page No. 19  
 Book No. 70  
 Series of 2023.

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in the City of Pasig on this day of ~~MAR 29 2023~~, 2023, Personally appeared Victor Ma. Regis N. Sotto, known to me and to be is known to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his free and voluntary act and deed as well as that of the entity he represents.

This Instrument consists of nine page/s, including this page in which this Acknowledgment is written and duly signed by the Parties.

**WITNESS MY HAND SEAL AND NOTARIAL SEAL**, on the date and place first above written.

**ATTY. CARLOS C. ABESAMIS**  
 Notary Public-Pasig City  
 Until December 31, 2023  
 ROLL NO. 43288  
 IBP LIFETIME NO. 08352  
 PTR NO. 9004628  
 APPOINTMENT NO. 25 (2022-2023)  
 MCLE COMPLIANCE NO. VI-0030466  
 TIN NO. 127-509-331-00000

Doc. No. 41  
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 Book No. 70  
 Series of 2023

Contract No.: 100-23-01-195

### SECRETARY'S CERTIFICATE

I, FELICIANO ISAAC G. BELMONTE, of legal age, married, with business address at c/o PhilStar Daily Inc., Railroad cor. Roberto Oca Sts., Port Area, Manila, after being duly sworn to in accordance with law hereby depose and state that:

- 1) I am the duly appointed Corporate Secretary of PhilStar Daily, Inc., a corporation duly organized and existing in accordance with the Philippine laws, with the same business address as stated above;
- 2) As such, I have the custody of all the corporate records of said corporation;
- 3) At the special meeting held on October 25, 2022, the following resolution was unanimously approved by the directors present:

"RESOLVED, as it is hereby RESOLVED that Marlon E. Rivera, Classifier Account Manager be authorized as he is hereby authorized to represent PhilStar Daily Inc., and transact and deal with the Government agencies.

"RESOLVED, further that Marlon E. Rivera be authorized as he is hereby authorized to accomplish, sign, execute, deliver, and receive all papers and/or documents in connection with and in furtherance of the foregoing authority;

There being no further business before the meeting, the same on motion adjourned."

FURTHER AFFIANT SAYETH NAUGHT.

IN WITNESS WHEREOF, I have hereunto affixed my signature this JAN 17 2023 day of \_\_\_\_\_, 2023 in Quezon City.

FELICIANO ISAAC G. BELMONTE  
Affiant

SUBSCRIBED AND SWORN to before me this JAN 17 2023 day of \_\_\_\_\_ 2023 in Quezon City. Affiant is personally known to me and exhibited to me his Driver's License No. N07-79-024867 which is valid until January 4, 2033.

DOC. NO. 70  
PAGE NO. 14  
BOOK NO. 2  
SERIES OF 2023

ATTY. ROGELIO J. BOLIVAR  
Notary Public  
NOTARY PUBLIC

Valid For Until 2023-2024  
Commission No. Adm. Matter No. NP 204 (2023-2024)  
IBP O.R. No. 132134 MD 2023 & IBP O.R. No. 133076 MD 2023  
PTR O.R. No. 2463255 D 12/31/2023 Roll No. 33632 TIN# 129-871-009  
MCLE No. VI-0029583 valid until 12/31/23



**PASIG**

Annex "B"

**PROCUREMENT MANAGEMENT OFFICE**

**REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION**



<b>Date</b>	:	06 March 2023
<b>Project Title</b>	:	Newspaper Publication of Various City Government of Pasig Ordinances or Resolutions
<b>RFQ No.</b>	:	100-23-01-195
<b>Approved Budget for the Contract (ABC)</b>	:	Four Million Five Hundred Thousand Pesos (Php 4,500,000.00)
<b>Deadline and Place for the Submission of Quotation</b>	:	Please submit the accomplished Quotation and required documents not later than <u>10 March 2023, 11:15 AM</u> at the Bids and Awards Committee (BAC) through the <b>Procurement Management Office (BAC Secretariat Office), 4<sup>th</sup> Floor, Pasig City Hall, San Nicolas, Pasig City.</b>  You may enclose all the documents in an envelope duly marked with the following details:  1. Title and reference number of the project (RFQ No.); and 2. Name, address and contact details (telephone/cellphone number and email address) of the bidder.
<b>Date, Time and Place of the Negotiation</b>	:	10 March 2023, 11:30 AM, 7 <sup>TH</sup> Floor meeting room

Sir / Madam:

In accordance with the Technical Specifications/Scope of Work and General Conditions for the aforementioned project stated herewith, kindly fill up and submit your lowest proposal/quotation.

For any inquiries or clarifications, please contact the Procurement Management Office (BAC Secretariat Office) at (02) 8643-1111 local 1461 or 1462 or through email at bidsandawards@pasigcity.gov.ph

Thank you.

F:   
**ATTY. PONCE MIGUEL D. LOPEZ**  
Officer in Charge, Procurement Management Office 

**PRICE OFFER:** (Unit and Total Prices shall be rounded-off up to two (2) decimal places)

Newspaper Publication of Various City Government of Pasig Ordinances or Resolutions							
Item No.	Qty	Unit of Issue	Item Description	Approved Budget		Price Offer	
				Unit Cost	Total Cost	Unit Cost	Total Cost
1	1	lot	Publication of Various Ordinances/Resolutions	4,500,000.00	4,500,000.00		
<b>Grand Total Cost</b>				Php 4,500,000.00			
				Four Million Five Hundred Thousand Pesos			
<b>Delivery Period:</b> Please Refer to the Terms of Reference							
<b>Payment Term:</b> Please Refer to the Terms of Reference							

**VALIDITY OF OFFER:** Within ninety (90) calendar days from the date of opening of quotations

**ADDITIONAL REQUIREMENTS:**

Together with your quotation, kindly submit the following documents on the date of negotiation:

1. Philippine Government Electronic Procurement System (PhilGEPS) Registration/Organization Number or PhilGEPS Platinum Certificate of Registration and Membership;
2. Mayor's/Business Permit (or a recently expired Mayor's/Business permit together with the official receipt as proof that the prospective bidder has applied for renewal within the period prescribed by the concerned local government unit subject to submission of the Mayor's Permit before the award of contract).
3. Income Tax Return - (i) Annual ITR for the immediately preceding year; or (ii) latest submitted Quarterly ITRs together with latest available Annual ITR (If Annual ITR for the immediately preceding year is not yet available).
4. Original or Certified True Copy of Document showing proof of authorization, e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture or a Special Power of Attorney (SPA) in case of sole proprietorships for situations where the signatory is not the sole proprietor/owner.

5. Accomplished and notarized Omnibus Sworn Statement. -  
([https://www.gppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.gppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement(Revised).docx))

**NOTES:**

1. Bidders shall submit their quotations through their duly authorized representatives.
2. Quotations submitted exceeding the Approved Budget for the Contract shall be rejected.
3. The quotation may be accepted immediately or after some negotiations.
4. The prices quoted are to be paid in Philippine Currency.
5. All prices quoted are **INCLUSIVE** of all applicable duties, government permits, fees, and other charges relative to the acquisition and delivery of items to the City Government of Pasig.
6. In case of price discrepancy over the amounts in words and in figures, the amount in words will prevail.
7. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by you or any of your duly authorized representative/s.
8. The City Government of Pasig shall have the right to inspect and/or to test the goods to confirm their conformity to the technical specifications.
9. The supplier agrees to pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for everyday of delay, including non-working days (i.e. Saturday and Sunday), legal holidays or special non-working holidays. The City Government of Pasig may rescind the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.
10. Other terms and conditions are stipulated in the attached Terms of Reference, if any.

**Conforme:**

\_\_\_\_\_  
Signature over printed Name

\_\_\_\_\_  
Position

Duly authorized to sign quotation/offer for and on behalf of \_\_\_\_\_

\_\_\_\_\_  
*(Please indicate name of company)*

**TERMS OF REFERENCE**  
**Supply and Delivery of Publication Services**

**I. OBJECTIVE**

The City Government of Pasig is mandated to inform the public as widely as possible on vital information relative to its Ordinances/Resolutions and its implementing rules and regulations.

**II. COVERED PERIOD**

The Service Agreement shall be for period January 1, 2023 to December 31, 2023 or from contract effective date until 31 December 2023. In case the full amount is not yet consumed/utilized by the end of the contract period, the remaining balance can still be availed by the City Government of Pasig in accordance with the existing guidelines to be issued by the Department of Budget and Management (DBM).

**III. APPROVED BUDGET FOR THE CONTRACT (ABC)**

The total budget for the project amounts to Four Million Five Hundred Thousand Pesos Only (Php 4,500,000.00).

**IV. SCOPE OF THE PROJECT**

The project includes publication of City Government of Pasig Resolutions/Ordinances and its implementing rules and regulations in broadsheets of general circulation to widely disseminate the information relative thereto:

1. The newspaper company (of the broadsheet) must conform the following:

**Size:** As need arises

**Font Type and Size:** Georgia, 8

**Color:** Black and white

**Section:** Main section

**Day:** Any day

**Frequency:** As need arises

**Publication date:** Per publication transaction

2. The newspaper must be circulated nationwide
3. The City Government of Pasig has the option to change the dimension of the ads. Example, a full page may be divided into four quarter pages or these may be combined to get a full page.

**V. MANPOWER REQUIREMENTS:**

The service provider must assign a dedicated point person who will handle/facilitate the requests for publication. Contact details of the said personnel must be given to the end user representative upon commencement of the contract.

## **VI. SUPPORT SERVICE REQUIREMENTS**

1. The service provider must confirm immediately with end user representative once request for publication is received.
2. The service provider must submit layout of the ad for approval prior to publication the following day from receipt of the request.
3. If the ad was not published on end user date specified date, the service provider must immediately inform the end user representative.

## **VII. WARRANTY**

The service provider shall warrant the following:

1. All requests for publication shall be published on the date specified by City Government of Pasig.
2. The ad must be printed properly and the information indicated therein are readable.

## **VIII. SCHEDULE AND PLACE OF DELIVERY**

The service provider shall deliver at least twenty (20) complimentary of the newspaper within the date of publication or one (1) calendar day after the date of publication to the End user office at 7<sup>th</sup> floor Sanggunian Secretariat Office Pasig City Hall Pasig City.

## **IX. TERMS OF PAYMENT**

- a. Cost of published ad/s for payment should be inclusive of VAT and other government taxes, fees and charges.
- b. Payment shall be based on the actual number of ads placed.
- c. Payment shall be made on a per-ad-published basis upon submission by the service provider of complete pertinent documentary requirements.
- d. Payment shall be subject to auditing and accounting rules and regulations and existing rules and regulations of the City Government of Pasig relative to payment of procurement contracts.
- e. Any deviation from the specifications is subject to a minimum penalty of 50% based on per-ad-published cost.
- f. Payment shall be made only for the services actually rendered by the Contractor during the said period.

## **X. RESPONSIBILITIES OF THE END-USER UNIT DURING PROJECT IMPLEMENTATION**

The End-user unit is responsible for the following:

1. Provision of the file for proofing and printing
2. Processing of payment

## **XI. LIQUIDATED DAMAGES**


Where the Service Contractor refuses or fails to satisfactorily complete the work within the specified contract time, plus any extension time duly granted and is hereby in default under the contract, the Service Contractor shall pay City Government of Pasig for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of contract, equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Once the cumulative

number of liquidated damages reaches ten percent (10%) of the amount of the contract, the City Government of Pasig may rescind or terminate the contract, as but not limited to forfeiture of performance security and/or blacklisting of the latter. For entitlement to such liquidated damages, need not prove the damages actually incurred. Said damages in any amount shall be deducted from any money due or which may become due the Service Contractor under the Contract and/or collect such liquidated damages from the retention money or other securities posted by the Service Contractor at the convenience of City Government of Pasig.

## **XII. RESERVATION CLAUSE**

The City Government of Pasig reserves the right to reject any and all bids, declare a failure of bidding or not award the contract at any time prior to contract award in accordance with Section 41 of R.A. 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

**Prepared by:**

  
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**Approved by:**

  
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