

**AGREEMENT FOR THE DELIVERY AND SUPPLY OF VARIOUS PERIODICALS AND
NEWSPAPERS FOR FY 2014**

KNOW ALL MEN BY THESE PRESENTS:

This Contract Agreement for the Delivery and Supply of various Periodicals and Newspapers for FY 2014, (hereinafter, the AGREEMENT), entered into in Pasay City, Philippines, on 26 FEB 2014, 2014 between the:

The **DEPARTMENT OF FOREIGN AFFAIRS**, (hereinafter, the PROCURING ENTITY), with principal office address at 2330 Roxas Blvd., Pasay City, Metro Manila, represented by its Undersecretary for Administration and Head of the Procuring Entity (HOPE) Honorable Rafael E. Seguis,

and

JJJ NEWSPAPERS & MAGAZINES (hereinafter, the SUPPLIER), a sole proprietorship and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Mezzanine Floor, 3J Heights Bldg. No. 35 Visayas Ave., Quezon City, represented by the owner MR. JORGE P. DIOMAMPO, JR., who is duly authorized to enter into this Agreement pursuant to the Omnibus Sworn Statement dated 17 December 2013, a copy of which is attached as ANNEX A and made an integral part of this Agreement.

WITNESSETH:

WHEREAS the PROCURING ENTITY invited bids for the Supply and Delivery of Periodicals and Newspapers for FY 2014, and has accepted a bid by the SUPPLIER for the supply of said goods and services in the sum of Two Million Four Hundred Ninety-Four Thousand One Hundred Eighty-Two Pesos and Fifty Centavos (Php 2,494,182.50) (hereinafter called "the Contract Price"), inclusive of all taxes and other lawful charges.

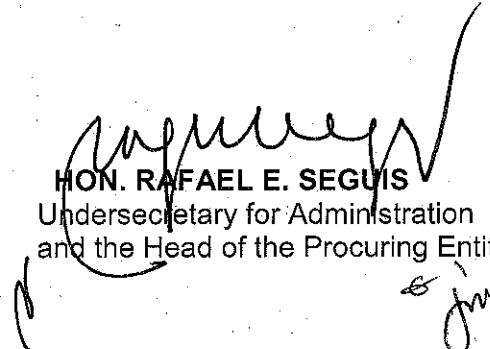
NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES agree as follows:

1. The definitions found in the General Conditions of Contract (GCC) and Special Conditions of Contract contained in the Philippine Bidding Documents for Procurement of Goods issued by the Government Procurement Policy Board (GPPB) are deemed incorporated in this AGREEMENT.
2. The following documents are attached and made integral parts of this AGREEMENT:
 - 2.1 Bid Form and Price Schedule submitted by the Supplier (ANNEX B)
 - 2.2 Schedule of Requirements (ANNEX C)
 - 2.3 Technical Specifications (ANNEX D)
 - 2.4 General Conditions of Contract (ANNEX E)
 - 2.5 Special Conditions of Contract (ANNEX F)
 - 2.6 Notice of Award dated 23 December 2013 (ANNEX G)
 - 2.7 Performance Security (Annex H)
3. The CONTRACTOR shall provide goods and services for a period of one (1) year or from 01 January 2014 to 31 December 2014.
4. For and in consideration of the performance of services, the PROCURING ENTITY shall pay the CONTRACTOR the above-mentioned Contract Price. The terms of payment shall be in accordance with the provisions of Sections 10 and 11 of the GCC, which is attached and made an integral part of this Agreement and in accordance with the provisions of Item 5 of the Technical Specifications.

IN WITNESS WHEREOF, the PARTIES through their authorized representatives hereto have SIGNED this AGREEMENT on FEB 6 2014, in Pasay City, Metro Manila.

For the Procuring Entity:

DEPARTMENT OF FOREIGN AFFAIRS
By Authority of the Secretary of Foreign Affairs:


HON. RAFAEL E. SEGUIS
Undersecretary for Administration
and the Head of the Procuring Entity


For the Contractor:

JJJ NEWSPAPERS &
MAGAZINES


MR. JORGE P. DIOMAMPO
Sole Proprietor


WITNESSES

Atty. Alvar E. Rosales
Acting Chief Accountant


MR. ARTHUR B. CONTRERAS
JJJ Newspapers & Magazines

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City) s.s.

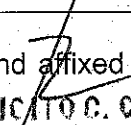
BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on FEB 6 2014 personally appeared **HONORABLE RAFAEL E. SEGUIS**, Undersecretary for Administration of the Department of Foreign Affairs and **MR. JORGE P. DIOMAMPO**, Sole Proprietor of **JJJ NEWSPAPERS & PERIODICALS**, known to me to be the same person who executed the foregoing Agreement for the Supply and Delivery of various Newspapers and Periodicals for FY 2014, which instrument consists of _____ pages including the page on which this acknowledgement is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Passport / Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
RAFAEL E. SEGUIS	Passport No.#00065751	Manila	5/11/2010
JORGE P. DIOMAMPO	P.I. NO 1-70-040487	Manila	8/27/2013

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.

Doc. No. 231
Page No. 48
Book No. 4
Series of 2014


ATTY. FELICITIO C. CORDERO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2014
POLY. NO. 50041
PTR NO. 1365222-01-02-11 PASAY CITY
IDP NO. SF2-01/02/14
COMMISSION NO. 12-201728 PASAY CITY
MCLE COMPLIANCE NO. V-00005775-28-13
RM. 201 PASAY CITY HALL
F.B. HARRISON ST. PASAY CITY

**AGREEMENT FOR THE DELIVERY AND SUPPLY OF VARIOUS PERIODICALS AND
NEWSPAPERS FOR FY 2014**

KNOW ALL MEN BY THESE PRESENTS:

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and

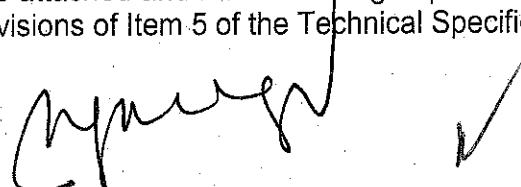
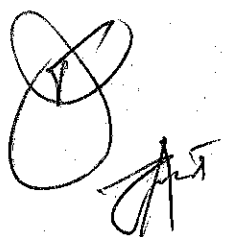
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WITNESSETH:

WHEREAS the **PROCURING ENTITY** invited bids for the Supply and Delivery of Periodicals and Newspapers for FY 2014, and has accepted a bid by the **SUPPLIER** for the supply of said goods and services in the sum of Two Million Four Hundred Ninety-Four Thousand One Hundred Eighty-Two Pesos and Fifty Centavos (Php 2,494,182.50) (hereinafter called "the Contract Price"), inclusive of all taxes and other lawful charges.

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

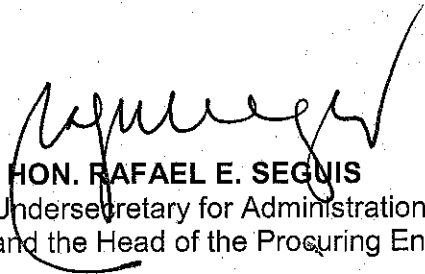
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 - 2.5 Special Conditions of Contract (ANNEX F)
 - 2.6 Notice of Award dated 23 December 2013 (ANNEX G)
 - 2.7 Performance Security (Annex H)
3. The **CONTRACTOR** shall provide goods and services for a period of one (1) year or from 01 January 2014 to 31 December 2014.
4. For and in consideration of the performance of services, the **PROCURING ENTITY** shall pay the **CONTRACTOR** the above-mentioned Contract Price. The terms of payment shall be in accordance with the provisions of Sections 10 and 11 of the GCC, which is attached and made an integral part of this Agreement and in accordance with the provisions of Item 5 of the Technical Specifications.



IN WITNESS WHEREOF, the PARTIES through their authorized representatives hereto have SIGNED this AGREEMENT on FEB 26 2014 in Pasay City, Metro Manila.

For the Procuring Entity:

DEPARTMENT OF FOREIGN AFFAIRS
By Authority of the Secretary of Foreign Affairs:


HON. RAFAEL E. SEGUIS
Undersecretary for Administration
and the Head of the Procuring Entity

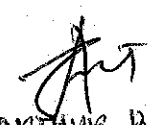
For the Contractor:

JJJ NEWSPAPERS &
MAGAZINES


MR. JORGE P. DIOMAMPO
Sole Proprietor

 WITNESSES


Atty. Alvar E. Rosales
Acting Chief Accountant


MR. ARTHUR B. CONTRERAS
JJJ Newspapers & Magazines

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City) s.s.

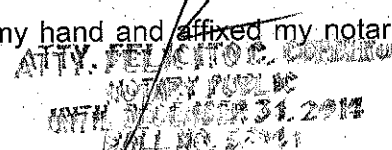
BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on FEB 26 2014 personally appeared **HONORABLE RAFAEL E. SEGUIS**, Undersecretary for Administration of the Department of Foreign Affairs and **MR. JORGE P. DIOMAMPO**, Sole Proprietor of **JJJ NEWSPAPERS & PERIODICALS**, known to me to be the same person who executed the foregoing Agreement for the Supply and Delivery of various Newspapers and Periodicals for FY 2014, which instrument consists of _____ pages including the page on which this acknowledgement is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

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Doc. No. 231
Page No. 48
Book No. 4
Series of 2014


ATTY. FELICITAS E. CONTRERAS
NOTARY PUBLIC
WITH EXPIRATION DATE 31.2.2014
BIRTH NO. 52441
BIRTH DATE 01.02.11 PASAY CITY
IDP NO. 502-01/02/14
EXPIRATION DATE 31.2.2014 PASAY CITY
VOTE COMPLIANCE NO. V-02-00375-28-13
201 PASAY CITY HALL
R. B. HARRISON ST. PASAY CITY



OFFICE OF LEGAL AFFAIRS

URGENT

MEMORANDUM FOR THE UNDERSECRETARY, OUA

CC

:
:

OPAS
OFM

[Signature]

[Signature]

FROM

:

[Signature]
JOSE VICTOR V. CHAN-GONZAGA
Acting Assistant Secretary

SUBJECT

:

Agreement for the Delivery and Supply of Various
Periodicals and Newspapers for 2014

DATE

:

04 February 2014

With reference to the subject Agreement, which was received on even date, OLA finds the same in order and its Acting Assistant Secretary has affixed his initials on the appropriate pages thereof.

Encl(s): a/s.

[Handwritten mark]

**AGREEMENT FOR THE DELIVERY AND SUPPLY OF VARIOUS PERIODICALS AND
NEWSPAPERS FOR FY 2014**

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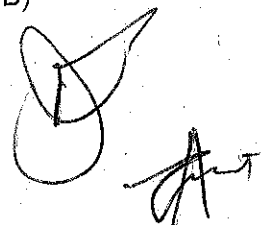
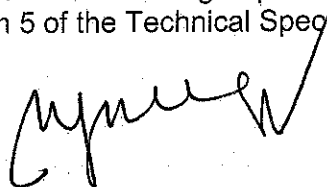
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ATTY. FELIX VITO G. SORDERO
NOTARY PUBLIC
UNITED STATES OF AMERICA
2014 NOV 5 2:44
PTR NO. 552-01/02/14 PASAY CITY
552-01/02/14
E. B. HARRISON ST. PASAY CITY
RM. 201 PASAY CITY HALL
E. B. HARRISON ST. PASAY CITY

Technical Specifications

Item	Specification	Statement of Compliance
1	The supplier should be a holder of a valid business license from relevant government agencies.	compliance
2	The supplier shall coordinate the daily, weekly and monthly distribution of the periodicals and newspapers with OPAS-PMTD.	compliance
3	The Supplier shall provide the following services to the Department in accordance with the terms and conditions of this Agreement: a. Regular and timely delivery of newspapers, magazines and periodicals as specified by the DFA in Sec. VI (schedule of requirements).	compliance
4	Delivery of Services: a. Start date: The Supplier shall commence the provision of the periodicals and newspapers on 01 January 2014 b. Completion date: The Supplier shall complete/cease to provide the periodicals and newspapers by/on 31 December 2013 c. Place of Delivery: The Supplier shall deliver the periodicals and newspapers at the Central Records Division of the Department and at the residence of the Secretary of Foreign Affairs no later than 6 o'clock in the morning.	compliance
5	Payment: a. Payment shall be made at the end of every month, except for foreign magazines subscription which will be paid in advance. b. The Provider shall submit to the Department billing invoice or statement of account for payment purposes c. The Procuring Entity shall pay the invoice within 21 working days upon receipt of the billing statement. d. The method of payment shall be by: check. e. Any amount payable under this Agreement are inclusive of all applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of	compliance

CERTIFIED TRUE COPY
BY: JORGE P. DICAMAMPO, JR.
DATE: DEC 18 2013

	the provision of the Services by the Service Provider to the Department under this Agreement.	
6	<p>Limitation of Liability:</p> <p>Subject to the Department's obligation to pay the price due to the Supplier, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price.</p> <p>Terms and Termination:</p> <ol style="list-style-type: none"> This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner or until the Completion Date. Either Party may terminate this Agreement upon notice in writing if the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party so to do. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. 	compliance
7	<p>Miscellaneous:</p> <ol style="list-style-type: none"> The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. 	<p>compliance</p> <p>CERTIFIED TRUE COPY BY: <u>JORGE P. DOMAMPA</u> DATE: <u>DEC 18 2013</u></p>



	<p>d. This Agreement may not be amended for any other reason without the prior written agreement of both Parties.</p> <p>e. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.</p> <p>f. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.</p> <p>g. This Agreement shall be governed by the laws of the jurisdiction in which the Buyer is located (or if the Buyer is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.</p>	
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Note: This Technical Specifications must be signed by the Bidder or its authorized representative with statement of conformity/compliance, and submitted together with other required documents on or before the Deadline for Submission of Bids.

Submitted by:

JORGE P. DEOMAMPO JR.
JJJ NEWSPAPERS & MAGAZINES

CERTIFIED TRUE COPY
BY: JORGE P. DEOMAMPO, JR.
DATE: DEC 18 2013



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS
BIDS AND AWARDS COMMITTEE
2330 Roxas Boulevard, Pasay City
Tel. Nos. 834-4116 ; Fax No. 831-9584
Email: bac.secretariat@dfa.gov.ph

SUPPLEMENTAL / BID BULLETIN No. 1

PROJECT : Supply and Delivery of Various Periodicals and Newspapers for FY 2014
REF. NO : PB-GS-026-2013
DATE : 06 December 2013
ABD : PhP2,500,000.00

This supplemental/bid bulletin is issued to provide prospective bidders for the above-named Project additional data to the Bidding Documents, particularly on the following:

Item 4.a of the Technical Specifications

- Item 4.a of the Technical Specifications to read as follows: "Start date: The Supplier shall commence the provision of the local periodicals and newspapers on 01 January 2014 and on the first week of February 2014 for foreign periodicals."

Item 5.a of the Technical Specifications

- Item 5.a of the Technical Specifications to read as follows: "Payment shall be made at the end of every month except for foreign magazine subscriptions which shall be paid in advance in accordance with Section 11 of the General Conditions of Contract (GCC)."

ITB Clause 5.4

- In the absence of a single largest similar contract (SLCC), the Bidder will be allowed to present two (2) largest similar contracts whose aggregate value must be at least fifty (50%) of the ABC of the bid. The Bidder must submit copies of the two (2) largest similar contracts together with certificates of final acceptance/completion from the Bidder's clients, as well as copies of the contracts or official receipts of the Bidder for the said contracts.

DFA-BAC will only accept bids from those who have paid the non-refundable bidding document fee of Five Thousand Pesos (Php5,000.00). Bidders shall indicate the amount paid and the Official Receipt No. on the cover of their Bid Envelopes.

Deadline for submission of bids to the BAC Secretariat Office is at **12:00 noon** on **18 December 2013** (Wednesday) and no further revisions of schedules shall be made by the DFA-BAC for this Project. Late bids shall not be accepted.

For the information and guidance of all concerned.


EVELYN D. AUSTRIA-GARCIA

Chairman

Bids and Awards Committee

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
Quezon City) S.S.

A F F I D A V I T

I, Jorge P. Diomampo, Jr., of legal age, married, Filipino Citizen, and residing at No. 35 Visayas Avenue, Vasra, Quezon City after having been duly sworn in accordance with law, do hereby depose and state that:


- 1. I am the sole proprietor of JJJ NEWSPAPERS & MAGAZINES with office address, No. 35 Visayas Avenue, Vasra, Quezon City;**
- 2. As the owner of the sole proprietor of JJJ NEWSPAPERS & MAGAZINES, I have full power and authority to do, execute and perform any and all acts necessary to represent in it the bidding for Supply and Delivery of Various Periodicals and Newspapers for FY 2014 of the Department of Foreign Affairs;**
- 3. JJJ NEWSPAPERS & MAGAZINES is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;**
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;**
- 5. JJJ NEWSPAPERS & MAGAZINES is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;**

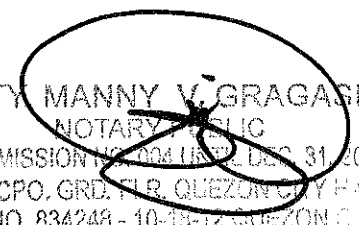


6. I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit and the project consultants by consanguinity or affinity up to the third civil degree;
7. JIJ NEWSPAPERS & MAGAZINES complies with existing labor laws and standards; and;
8. JIJ NEWSPAPERS & MAGAZINES is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the Implementation of the Contract;
 - c) Make an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletins issued for the Supply and Delivery of Various Periodicals and Newspapers for FY 2014 of the Department of Foreign Affairs;

IN WITNESS WHEREOF, I have hereunto set my hand this 17 day of December, 2013 at Quezon City, Philippines, **DEC 17 2013**


JORGE P. DIOMAMPO JR.
 Affiant


 SUBSCRIBED AND SWORN to before me on this 17 day of December, 2010 at Quezon City, Philippines his/her valid until _____ as proof of identity.


ATTY. MANNY V. GRAGASIN
 NOTARY PUBLIC
 COMMISSION NO. 0041582, DEC. 31, 2014
 OCHCPO, GRD. FLR, QUEZON CITY HALL
 IBP NO. 834248 - 10-15-12 QUEZON CITY
 PTR NO. 7560728 - 1-2-13 QUEZON CITY
 ROLL OF ATTORNEYS NO. 56070
 MCLE NO. IV-0016194 4-10-13
 TJN NO. 243-086-918

Doc. No. 109
 Page No. 23
 Book XXA/1
 Series 2612

Date: DECEMBER 18, 2013
 Invitation to Bid N^o: PB-GS-026-2013

Having examined the Bidding Documents including Bid Bulletin Numbers 1 the receipt of which is hereby duly acknowledged, we, the undersigned, offer to ~~SUPPLY & DELIVER, NEWSPAPERS & MAGAZINES~~ in conformity with the said Bidding Documents for the sum of (Php. 2,494,182.50) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

TWO MILLION FOUR HUNDRED NINETY FOUR THOUSAND
ONE HUNDRED EIGHTY TWO PESOS & 50/100

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

(if none, state "None")

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this 18 day of DECEMBER 2018

CERTIFIED TRUE COPY
BY: JORGE F. DIOMAMPO, JR.
DATE: DEC 18 2013

[signature]

JORGE F. DIAMAMPO - PROPRIETOR / GEN. MANAGER
[in the capacity of]

Duly authorized to sign Bid for and on behalf of JIT NEWSPAPERS & MAGAZINES

[Bidder must present proof of authority to sign for and in behalf of the company/entity making the bid]

CERTIFIED TRUE COPY
BY: JORGE F. DIAMAMPO, JR.
DATE: DEC 18 2013

W

For Goods Offered From Within the Philippines

Name of Bidder JJJ NEWSPAPERS & MAGAZINES, Invitation to Bid Date DECEMBER 18, 2013

1	2	3	4	5
Newspapers/Magazines	Quantity	Unit Price	Applicable Taxes	Total
PLEASE SEE ATTACHED QUOTATION				PLEASE SEE ATTACHED QUOTATION

CERTIFIED TRUE COPY
 BY: JORGE P. DIOMAMPO, JR.
 DATE: DEC 18 2013




LUJ NEWSPAPERS & MAGAZINES
Telefax# 929-1597 Telephone#454-0011

SUBSCRIBER: DEPARTMENT OF FOREIGN AFFAIRS
Quotation for One Year Subscription of Newspapers

		2014	Unit	# of		
NEWSPAPERS		Qty	Price	Days		AMOUNT
Philippine Star	Mon - Fri	37	20.00	260	Php	192,400.00
	Saturday	26	20.00	52	Php	27,040.00
	Sunday	26	20.00	53	Php	27,560.00
	Holiday		20.00		Php	-
Manila Standard	Mon-Fri	12	18.00	260	Php	56,160.00
	Saturday	9	18.00	52	Php	8,424.00
	Sunday	9	18.00	53	Php	8,586.00
	Holiday		18.00		Php	-
Bus. Insight (Malaya)	Mon-Fri	16	25.00	260	Php	104,000.00
	No Saturday & Sunday					
	Holiday		25.00		Php	-
Phil Inquirer	Mon-Fri	41	18.00	260	Php	191,880.00
	Saturday	24	18.00	52	Php	22,464.00
	Sunday	24	20.00	53	Php	25,440.00
	Holiday		17.00		Php	-
Daily Tribune	Mon-Fri	7	18.00	260	Php	32,760.00
	Saturday	12	18.00	52	Php	11,232.00
	Sunday	12	17.00	53	Php	10,812.00
	Holiday		17.00		Php	-
Business Mirror	Mon-Fri	7	25.00	260	Php	45,500.00
	Saturday		25.00	52	Php	-
	Sunday		25.00	53	Php	-
	Holiday		23.00		Php	-
Bulletin	Mon-Fri	26	18.00	260	Php	121,680.00
	Saturday		18.00	52	Php	23,400.00
	Sunday		20.00	53	Php	26,500.00
	Holiday		17.00		Php	-
Manila Times	Mon-Fri		18.00	260	Php	42,120.00
	Saturday		18.00	52	Php	8,424.00
	Sunday	9	18.00	53	Php	8,586.00
	Holiday		17.00		Php	-
Business World	Mon - Fri	18	25.00	260	Php	117,000.00
	Saturday					
	Sunday					
Peoples	Mon-Fri	3	10.00	260	Php	7,800.00
	Saturday	4	10.00	52	Php	2,080.00
	Sunday	4	10.00	53	Php	2,120.00
	Holiday		10.00		Php	-

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 BY: 25
JORGE P. DIKWAMPO, JR.
 DATE: **DEC 18 2013**




	Saturday		10.00	52	Php	-
	Sunday		10.00	52	Php	-
	Holiday		10.00		Php	-
			10.00			
Balita	Mon-Fri	3	10.00	260	Php	7,800.00
	Saturday	3	10.00	52	Php	1,560.00
	Sunday	4	10.00	53	Php	2,120.00
	Holiday		10.00		Php	-
Pilipino Ngayon	Mon-Fri	4	10.00	260	Php	10,400.00
	Saturday	5	10.00	52	Php	2,600.00
	Sunday	5	10.00	53	Php	2,650.00
	Holiday		10.00	13	Php	-
Tempo	Mon-Fri	3	10.00	260	Php	7,800.00
	Saturday	4	10.00	52	Php	2,080.00
	Sunday	4	10.00	53	Php	2,120.00
	Holiday		10.00		Php	-
Total for Local Publications					Php	1,163,098.00

Financial Times	9	85.00	51	Php	39,015.00
				Php	-
Time Magazine	50	63.00	54	Php	170,100.00
				Php	-
The Economist	28	290.00	51	Php	414,120.00
				Php	-
Asia Wall Street	9	73.50	313	Php	207,049.50
				Php	-
Int'l Herald	20	80.00	313	Php	500,800.00
Total for Foreign Publications					Php 1,331,084.50

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BY:

JORGE P. DIOMAMPO, JR.

Php 2,494,182.50

GRAND TOTAL

NOTE: PAYMENT TERMS: DATE: **DEC 18 2013**

* NEWSPAPERS - MONTHLY BILLING

* MAGAZINES - 1 YEAR ADVANCE PAYMENT

Certified Correct:

JORGE P. DIOMAMPO, JR.

Proprietor/General Manager

Note: Pay in Check ONLY in favor of JJJ Newspapers & Magazines

***Exempt from 12% VAT and 3% Percentage Tax per BIR Comm. #003031

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Newspapers and Magazines	Total No. of subscriptions for M-F issue	No. of Days (M-F) for 1 yr.	Total No. of subscriptions for Sat-Sun issue	No. of Days issue (Saturday)	No. of Days issue (Sunday)	Delivered Weeks/ Months
Manila Bulletin	26	260	25	52	53	01 Jan 2014 to 31 Dec 2014
Phil. Daily Inquirer	41	260	24	52	53	
Phil. Star	37	260	26	52	53	
Manila Standard	12	260	9	52	53	
Business World	18	260	-	52	53	
Business Mirror	7	260	-	52	53	
Malaya	16	260	-	52	53	
The Daily Tribune	7	260	12	52	53	
Pilipino Star Ngayon	4	260	5	52	53	
People's Journal	3	260	4	52	53	
Tempo	3	260	4	52	53	
Balita	3	260	3	52	53	
The Manila Times	9	260	9	52	53	
Financial Times	9					
Time Magazine	50					
The Economist	28					
Asia Wall Street Journal	9					
Int'l Herald Tribune/New York Times	20					

Note: This Schedule of Requirements must be signed by the Bidder or its authorized representative with statement of conformity/compliance, and submitted together with other required documents on or before the Deadline for Submission of Bids.

Submitted by:


JORGE P. DIOMAMPO JR.
JJC NEWSPAPERS & MAGAZINES

CERTIFIED TRUE COPY
BY: JORGE P. DIOMAMPO, JR.
DEC 18 2013
DATE: _____

Note: This form must be submitted in the bidding documents together with the signed Statement of

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

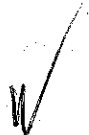
Section IV. General Conditions of Contract (GCC) should be read in conjunction with Section V. Special Conditions of Contract (SCC) and other documents listed therein. Both the GCC and the SCC enumerates all the rights and obligations of the parties.

It is understood that the Bidder, by submitting a bid for the Project, has understood and agrees to all the terms and conditions contained in both the GCC and the SCC.



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1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
- (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

- 2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

- 4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

- 6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.

- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity. Initial payment shall be made not later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance Payment and Terms of Payment

11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.

11.2. For Goods supplied from abroad, the terms of payment shall be as follows:

(a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

(b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.

(c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.

13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
- (b) The Supplier has no pending claims for labor and materials filed against it; and
- (c) Other terms specified in the SCC.

13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon

as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.

- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time

plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and

- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and

- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.



Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

This Section should be read and interpreted in relation to corresponding clauses in the GCC.

The provisions of this Section complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased.

The DFA-BAC, however, reserves the right to revise, modify or alter any and/or all of the provisions in the SCC in order to conform to the true intent of the Project.

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Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <i>the Department of Foreign Affairs</i>
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is the Government of the Philippines (GOP) through <i>the National Expenditure Program for FY 2014</i> in the amount of <i>Two Million Five Hundred Thousand Pesos only (Php 2,500,000.00)</i>
1.1(k)	The Project Site is the Department of Foreign Affairs, 2330 Roxas Blvd. Pasay City.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p><i>DFA Bids and Awards Committee (DFA-BAC) Secretariat 12th floor DFA Building, 2330 Roxas Blvd. Pasay City, 1300 Philippines</i></p> <p>The Supplier's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i></p>
6.2	<p>Delivery and Documents –</p> <p>For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods Supplied from Abroad, state "The delivery terms applicable to the Contract are DDP, delivered to the Department of Foreign Affairs, 2330 Roxas Blvd. Pasay City. In accordance with INCOTERMS."</i></p> <p><i>For Goods Supplied from Within the Philippines, state "The delivery terms applicable to this Contract are delivered to the Department of Foreign Affairs, 2330 Roxas Blvd. Pasay City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."</i></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <p>(i) Original and four copies of the Supplier's invoice showing Goods'</p>

✓

	<p>description, quantity, unit price, and total amount;</p> <ul style="list-style-type: none">(ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;(iii) Original Supplier's factory inspection report;(iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;(v) Original and four copies of the certificate of origin (for imported Goods);(vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and(viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. <p><i>For Goods supplied from abroad:</i></p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:</p> <ul style="list-style-type: none">(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;(ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;(iii) Original Supplier's factory inspection report;(iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;(v) Original and four copies of the certificate of origin (for imported Goods);(vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and(viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. <p>For purposes of this Clause, the Procuring Entity's Representative at the Project Site is the Assistant Secretary of the Office of Personnel and Administrative Services (OPAS)</p> <p>Incidental Services –</p>
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The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- (b) in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of one (1) year from the date of final acceptance.

Other spare parts and components shall be supplied as promptly as possible, but in any case within three (3) months of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Insurance –

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with GCC Clause 22.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
10.4	Not applicable. Payment shall be made in Philippine Pesos.
13.4(c)	No further instructions.
16.1	The Procuring Entity reserves the right to conduct inspections and tests after delivery is made by the Supplier.
17.3	The Supplier shall provide one (1) year warranty on the Goods delivered counted from date of acceptance by the Procuring Entity.
17.4	The period for correction of defects within the warranty period is two weeks for material and/or workmanship.
21.1	No additional provision. But if the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.





Kagawaran ng Ugnayang Panlabas

Department of Foreign Affairs

NOTICE OF AWARD

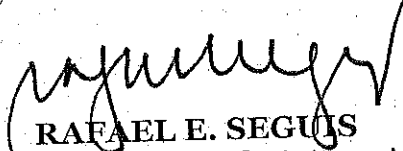
27 December 2013

Madam:

Please be informed that, upon the recommendation of the Bids and Awards Committee (BAC) of the Department of Foreign Affairs as contained in its Resolution No. 205-13, the Department is awarding the Contract for the Supply and Delivery of various Periodicals and Newspapers for FY 2014, to your firm, **JJJ NEWSPAPERS & MAGAZINES**, for a period of one (1) year or from 01 January 2014 to 31 December 2014, in the amount of Two Million Four Hundred Ninety-Four Thousand One Hundred Eighty-Two Pesos and Fifty Centavos (Php 2,494,182.50) only, inclusive of all taxes and other lawful charges, subject to the successful signing of the Contract and posting of the required performance security within ten (10) calendar days from receipt of this Notice.

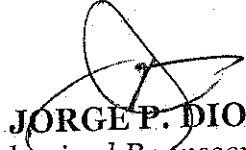
Very truly yours,

By authority of the Secretary of Foreign Affairs:


RAFAEL E. SEGUIS
Undersecretary for Administration
and Head of the Procuring Entity

Conforme:

For: JJJ NEWSPAPERS & MAGAZINES


MR. JORGE P. DIOMAMPO, JR.
Authorized Representative
JJJ NEWSPAPER & MAGAZINES
76 West Riverside St.
SFDM, Quezon city

Date: _____



**Travellers Insurance
Surety Corporation**
Since 1964

"Your Key to stability. Your partner in business."

Head Office:
7th Floor, G.E. Antonio Bldg., T.M. Law
cor. J. Bocobo Street, Ermita, Manila
Tels.: 521-6006, 400-3327
Fax: 521-4931, 425-1119

G(13) No. 086729

TRISCO BOND NO. 086729

Premium P
D.S.
E-Vat
LGT
N. Fee

TOTAL P

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, JJJ NEWSPAPERS & MAGAZINES of
Mezzanine Floor, 3J Heights Bldg., No. 35 Visayas Ave., Quezon City Principal
and **TRAVELLERS INSURANCE & SURETY CORPORATION**, a corporation organized and existing
under and by virtue of the laws of the Philippines, as SURETY, are held and firmly bound unto the OBLIGEE
DEPARTMENT OF FOREIGN AFFAIRS in the sum of PESOS
SEVEN HUNDRED FORTY EIGHT THOUSAND TWO HUNDRED FIFTY FOUR & 75/100 ONLY 748,254.75)
Philippine Currency, for the payment of which sum well and truly to be made, we bind, ourselves, our heirs executors,
administrators, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITIONS OF THIS OBLIGATION ARE AS FOLLOWS:

This Bond is conditioned to guarantee the faithful compliance by the Principal herein
of its obligation under the terms and conditions of the Contract for the Supply and Delivery of Various
Periodicals and Newspaper for FY 2014, for the period of 1 year, it entered with the Obligee herein,
as specified under the Notice of Award dated December 27, 2013, copy of which is attached to be
made an integral part of this Bond.

This Bond is 'CALLABLE UPON DEMAND'.

PROVIDED, HOWEVER, that the liability of the Surety under this Bond shall in no
case exceed the amount of PESOS SEVEN HUNDRED FORTY EIGHT THOUSAND TWO HUNDRED
FIFTY FOUR & 75/100 ONLY (P 748,254.75), Philippine Currency.

*****NOTHING FOLLOWS*****

WHEREAS, the insurance company shall require the principal to put a collateral as a condition precedent for the
issuance of this bond.

NOW, THEREFORE, is said Principal shall in all respect duly and fully perform all and singular covenant,
terms, conditions and agreement stipulated in said award to the true intent and meaning thereof, then this obligation
shall be null and void, otherwise it shall remain in full force and effect.

The liability of **TRAVELLERS INSURANCE & SURETY CORPORATION**, under this bond will
expire on 31-Dec-14 and this bond will be deemed automatically cancelled ten (10) days after its
expiration unless the Surety is notified in writing within said period of any existing obligation thereunder. It is hereby
further agreed and understood that no action at law or equity shall be brought against the Surety under this Bond unless
the same is brought before a competent Court within one year from the date said written noted of any existing
obligation is received by the Surety, as herein stipulated.

IN WITNESS WHEREOF, this 3rd day of February, 20 14 at
CALOCAN CITY, Philippines.

JJJ NEWSPAPERS & MAGAZINES

By:

JORGE P. DIOMAMPO, JR.
General Manager

Principal

BY:

**Travellers Insurance
Surety Corporation**
Since 1964

TIN 000-196-058-000 VAT

ROGELIO T. BARROZA

Assistant - Vice President

Branch Manager, CAGMANAVA

SIGNED IN THE PRESENCE OF:

FOR: REIZEL LACE M. MARTINEZ c/o TRISCO

LIZEL L. MONRADA c/o TRISCO

TRISCO BOND NO.

G (13) 086729

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES } S.S.

QUEZON CITY

3rd

February, 2014

In the City of Manila, Philippine Islands, this day of
A, D., personally appeared before me.

NAME	COMM. TAX NO.	ISSUED	
		AT	ON
JORGE P. DIOMAMPO, JR.			

and ROGELIO T. BARBOZA with Comm. Tax No. 24882443
issued at San Rafael, Bulacan on 17-Jan-14 for and in behalf of **TRAVELLERS**
INSURANCE & SURETY CORPORATION with Comm. Tax No. 00136846 issued at Manila on 7-Jan-14
..... to me known to be the same persons who signed and executed the foregoing instrument and acknowledged
before me that same is of their own voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my notarial seal at the place and date first
above
written.

Doc. No.
Page No.
Book No.
Series of

NOTARY PUBLIC
ATTY. TOMAS F. DULAY, JR.
Notary Public until Dec. 31, 2014
Adm. Matter No. NP-061/2013-2014
PTR No. 9042383/1-2-2014/QC
IBPN No. 915073 C-Y 2014/QC
Roll No. 1658383/1-3-68
TIN No. 410225916
No. 92 Legaspi St., Project 4, QC
MCLE No. Exempted No. 000886

REPUBLIC OF THE PHILIPPINES } S.S.
QUEZON CITY
ROGELIO T. BARBOZA, AVP/Branch Manager-CAMANAVA

..... of **TRAVELLERS INSURANCE & SURETY**
CORPORATION having been duly sworn, states and deposes that the said **TRAVELLERS INSURANCE & SURETY**
CORPORATION is a corporation duly organized and existing under and by virtue of the laws of the Philippines, with
its principal office at Manila, and is duly authorized to execute and furnish bonds for all purposes within the said
Philippines, and that it is actually worth the amount specified in the foregoing undertaking to wit:

SEVEN HUNDRED FORTY EIGHT THOUSAND TWO HUNDRED FIFTY FOUR & 75/100 ONLY
(P. 748,254.75) Pesos, Philippine Currency, over and above all just debts and obligations and property,
exempt for execution.

Travellers Insurance
Surety Corporation
Since 1902
TIN 000-196-058-000 VAT
ROGELIO T. BARBOZA
AVP/Branch Manager-CAMANAVA

Subscribed and sworn to before me this FEB 03 2014 day of at
Philippines, Affiant exhibited to me his Comm. Tax No. and that of the Corporation as above mentioned.

Doc. No. 210
Page No. 42
Book No. 7-13
Series of 244

NOTARY PUBLIC
ATTY. TOMAS F. DULAY, JR.
Notary Public until Dec. 31, 2014
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No. 92 Legaspi St., Project 4, QC
MCLE No. Exempted No. 000886



Republika ng Pilipinas
Republic of the Philippines
Kagawaran ng Pananalapi
Department of Finance
KOMISYON NG SEGURO
INSURANCE COMMISSION

KATIBAYAN NG PAGKAMAYKAPANGYARIHAN
CERTIFICATE OF AUTHORITY

ITO AY PATUNAY na ang
(This is to certify that

TRAVELLERS INSURANCE & SURETY CORPORATION
NG LUNGSOD NG MAYNILA, PILIPINAS

na isang
a

pang **DI-BUHAY**
NON-LIFE

(FIRE, MARINE, CASUALTY & SURETY) except Customs Bonds

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang itinakda ng batas
insurance company, has complied with all requirements of law

ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban
of the Philippines relative to such insurance companies, and it is hereby granted

nitong **KATIBAYAN NG PAGKAMAYKAPANGYARIHAN** upang makipagnegosyo ng
this **CERTIFICATE OF AUTHORITY** to transact

uri ng seguro na itinakda sa itaas hanggang ikalabindalawa ng hatinggabi, ng ikatatumpung
the class of insurance business above set forth until twelve o'clock midnight, on the thirteenth

araw ng Hunyo, taong dalawampung libo't labing-apat
day of June, year 2014

maliban kung agad na bawlin o pigilin ng may makatuwirang dahilan.
unless sooner revoked or suspended for cause.)

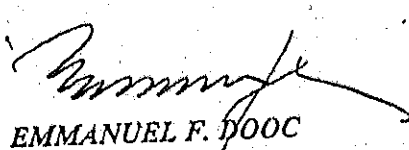
Bilang **KATUNAYAN NITO**, inilagda ko ang aking pangalan
(In WITNESS WHEREOF, I have hereunto subscribed my name)

at ikinintal ang Opisyal na Tatak ng aking Tanggapan
and caused my Official Seal to be affixed.


sa Lungsod ng Maynila, Pilipinas. Ito ay may bisa
at the City of Manila, Philippines. This becomes

simula ika-isa ng Hulyo 2013.
effective on 1 July 2013.)

CERTIFIED TRUE XEROX COPY


EMMANUEL F. DOOC
Insurance Commissioner

*AO No. 119 issued on
April 4, 1965


LEONILA R. LANSANGAN
SENIOR INSURANCE SPECIALIST
LICENSING DIVISION
INSURANCE COMMISSION 8/2/13

Date issued: _____

✓



NOTICE TO PROCEED

26 February 2014

Sir:

Please be informed that pursuant to the Notice of Award dated 27 December 2013, issued by the Undersecretary for Administration and Head of the Procuring Entity, **JJJ NEWSPAPERS & MAGAZINES**, is hereby given this Notice to Proceed and render its services to provide for the Supply and Delivery of various Periodicals and Newspapers for FY 2014 in accordance with the requirements for procurement.

Very truly yours,

RAFAEL E. SEGUIS

Undersecretary for Administration
and Head of the Procuring Entity

Conforme:

MR. GEORGE P. DIOMAMPO
Authorized Representative
JJJ NEWSPAPERS & MAGAZINES
76 West Riverside St.
SFDM, Quezon City

06 MAR 14
ARTHUR CONTRERAS



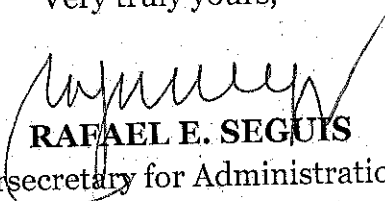
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Please be informed that pursuant to the Notice of Award dated 27 December 2013, issued by the Undersecretary for Administration and Head of the Procuring Entity, **JJJ NEWSPAPERS & MAGAZINES**, is hereby given this Notice to Proceed and render its services to provide for the Supply and Delivery of various Periodicals and Newspapers for FY 2014 in accordance with the requirements for procurement.

Very truly yours,

RAFAEL E. SEGUIS

Undersecretary for Administration
and Head of the Procuring Entity

Conforme:

MR. GEORGE P. DIOMAMPO
Authorized Representative
JJJ NEWSPAPER & MAGAZINES
76 West Riverside St.
SFDM, Quezon City

Sr. Sp. Asst. N. Servigon	_____
BAC Alt. Chairperson E.D. Austria-Garcia	_____
BAC Vice-Chairman J.V. Chan-Gonzaga	_____
BAC Members: E.C. Yulo	_____
G.P. Abiog	_____
B.T. L. Santos	_____
End-user Representative:	
Asst. Sec. M.Sta. Maria- Thomeczek	_____
BAC Secretariat:	
Head - A.O. Vallespin	_____
A. De Asis-Del Mundo	_____
S.P. Toledo	_____
G.C. Fernandez	_____



Kagawaran ng Agnayang Panlabas

Department of Foreign Affairs

NOTICE OF AWARD

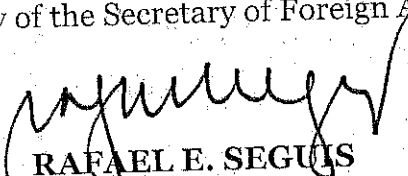
27 December 2013

Madam:

Please be informed that, upon the recommendation of the Bids and Awards Committee (BAC) of the Department of Foreign Affairs as contained in its Resolution No. 205-13, the Department is awarding the Contract for the Supply and Delivery of various Periodicals and Newspapers for FY 2014, to your firm, **JJJ NEWSPAPERS & MAGAZINES**, for a period of one (1) year or from 01 January 2014 to 31 December 2014, in the amount of Two Million Four Hundred Ninety-Four Thousand One Hundred Eighty-Two Pesos and Fifty Centavos (Php 2,494,182.50) only, inclusive of all taxes and other lawful charges, subject to the successful signing of the Contract and posting of the required performance security within ten (10) calendar days from receipt of this Notice.

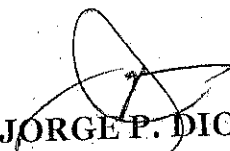
Very truly yours,

By authority of the Secretary of Foreign Affairs:


RAFAEL E. SEGUIS
Undersecretary for Administration
and Head of the Procuring Entity

Conforme:

For: JJJ NEWSPAPERS & MAGAZINES


MR. JORGE P. DIOMAMPO, JR.
Authorized Representative
JJJ NEWSPAPER & MAGAZINES
76 West Riverside St.
SFDM, Quezon city

Date: _____