

Republic of the Philippines
Department of Science and Technology Information
SCIENCE AND TECHNOLOGY INFORMATION INSTITUTE
DOST Complex, Gen. Santos Ave., Bicutan, Taguig City, Metro Manila

CONTRACT AGREEMENT
2023-001

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and executed by and between:

SCIENCE AND TECHNOLOGY INFORMATION INSTITUTE (STII), a government institution under the Department of Science and Technology (DOST) with principal office and place of business at STII Building, DOST Complex, Gen. Santos Ave., Bicutan, Taguig City, represented herein by its Director, **RICHARD P. BURGOS**, who is duly authorized for this purpose, hereinafter referred to as "**DOST-STII**";

-and-

COLOR1DIGITAL, INC. a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office and place of business at 2321 Marconi St., San Isidro Makati City represented herein by its Account Executive, Mr. **EMELE P. BALLEDO**, who is duly authorized for this purpose, hereinafter referred to as the "**CONTRACTOR**".

DOST-STII and **CONTRACTOR** are referred as a "Party", or collectively the "Parties".

WITNESSETH: That

WHEREAS, **DOST-STII** is desirous that the **CONTRACTOR** execute the project, **PRINTING OF DOST-STII PUBLICATIONS FOR FY 2023** herein after referred to as "**Project**" and **DOST-STII** accepted the Bid for **ONE MILLION FIVE HUNDRED NINETY-NINE THOUSAND PESOS ONLY (PHP 1,599,000.00)** by the **CONTRACTOR** for the completion of such SCOPE of DELIVERY and SERVICES with complete and accurate TECHNICAL SPECIFICATIONS;

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I
DEFINITION OF TERMS

- A. **DOST-STII** or **STII** shall be one and the same representing the aforementioned institute or government entity and may be referred to as **DOST-STII**.
- B. **Project** refers to the **1 LOT PRINTING OF DOST-STII PUBLICATIONS FOR FY 2023**.
- C. **Contract** refers to this agreement including the contract documents.
- D. **Contract Documents** refer to the documents specified in Article III of this Contract.
- E. **Contract Amount** refers to the consideration which the **CONTRACTOR** shall be entitled to receive from **DOST-STII** under Article IV of this Contract. This amount is

gross of taxes, fees and all other expenses to be shouldered/ incurred by the **CONTRACTOR** in relation to the contract.

F. **Contractor** refers to **COLOR1DIGITAL, INC.**

G. **Force Majeure** refers to strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, landslides, earthquakes, storms, floods, pandemic, epidemic, civil disturbances, explosions or the issuance of any Government policy, rule or regulation, and other similar events, which are beyond the control of either party or which, with the exercise of due diligence, neither party can overcome.

H. **Service** refers to the services to be performed by the **CONTRACTOR** in accordance with the terms and conditions of this Contract and the Contract Documents.

ARTICLE II SCOPE OF DELIVERY AND SERVICES

The **CONTRACTOR** must supply and deliver the following:

I. PRINTING OF S&T POST CY 2023:

No. of Issues/Year: Four (4) Quarterly Issues of 2023
(January-March, April-June, July-September, October-December)

Specifications:

Size: 8.5" x 11"

Color: Full color (cover and inside pages)

Paper stock:

Cover: C2S 120 (Board Type with two sides UV lamination)

Inside: C2S 80

No. of pages:

First Quarter Issue (2023): 54 pages (excluding cover)

Second Quarter Issue (2023): 54 pages (excluding cover)

Third Quarter Issue (2023): 54 pages (excluding cover)

Fourth Quarter Issue (2023): 64 pages (excluding cover)

No. of copies: 2,000/Quarterly Issue

If the number of pages is not met in a certain issue, it may be added/deducted in the next issue/s without additional charge in the contract price.

Two rounds of digital proofing must be submitted by printer

Final color proof submitted by printer is digital printed

Additional two (2) pull-out pages, size 8.5" x 11", full color, one (1) C2S 100 (2 sides with print) and one (1) satin sticker paper in any issue within the year, will involve die-cutting or perforation

Binding: Perfect binding

Process: Offset printing

In-house Computer-to-Plate (CTP) output, with colored Laser printer proof, file in CD (Adobe InDesign and PDF format). The file in CD should be picked-up by the contractor or sent through email with appropriate acknowledgment.

Proof copy to be provided to user one (1) day after pickup of PDF file.

For S&T Post, one-page survey questionnaire prepared by DOST-STII shall be printed and inserted by the contractor to all of the 2,000 copies of the 1st and 3rd quarter issues. Size must fit if inserted in the 8.5" x 11 size of the magazine.

Delivery Term: fifteen (15) calendar days after approval of final proof.

II. Philippine Journal of Science Vol. 151

No. of Issues/Year: Four (4) Quarterly Issues of 2023

Specifications:

No. of pages: 250 (including cover)

Size: 8.5 in x 11 in (17 in x 11 in [spread])

No. of copies: 500 per issue

Paper Stock:

Cover C2S 160 gsm

Inside pages: Book 70gsm

Color:

Cover Full color, two sides (front and back) with spot UV on front image/s

Inside pages: Full color

Process: Offset printing, camera-ready on CD submitted or via e-mail submission

Binding type: Perfect bind with Smyth sewn

Others:

10 reprints of 20 manuscripts shall be reproduced by the printer, the cover of which shall be Matte 140, with Book 70gsm on inside pages; black and white (cover and inside pages) with saddle stitch binding.

Delivery terms:

Proofing must be submitted 2 days after pick-up of camera-ready materials;
Delivery within 10 calendar days upon approval of the corrected proof.

ARTICLE III CONTRACT DOCUMENTS

A. The following documents shall be made integral parts of this Contract, as fully as if the contents of the said documents were reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of this Contract, or by mutual agreement of both Parties in writing:

1. Invitation to Bid
2. Bid Form
3. Instruction to Bidders
4. General and Special Conditions of Contract
5. Technical Specifications
6. Bid Data Sheet
7. Bid Bulletins/Supplemental Notices (if there is any)
8. Proof of Publication of Invitation to Bid
9. **CONTRACTOR's** Bid Proposal containing the following:
 - a. PhilGEPS Platinum Registration
 - b. Statement of all ongoing government and private contracts, including contracts and single largest completed contract
 - c. NET Financial Contracting Capacity (NFCC) computation of committed Line of Credit
 - d. Bid Security Form

- i. Bid Security Declaration
 - e. Omnibus Sworn Statement
 - f. Bid Prices in the Bid Schedule
 - 10. Notice of Award of contract and **CONTRACTOR**'s conformity thereto
 - 11. Performance Security
 - 12. **DOST-STII**'s Certificate of Availability of Funds
- B. All Contract documents are and shall remain the properties of **DOST-STII**.
- C. The Contract Documents shall be complementary to each other and what is called for or prescribed by one shall be considered as if called for or prescribed by all. In case of any discrepancy between any of the Contract Documents or any defective description, error, omission or ambiguity in any of the Contract Documents, the **CONTRACTOR** shall, within thirty (30) days from the signing of the contract, submit the matter in writing to **DOST-STII**. **DOST-STII shall**, within a reasonable time, make a decision thereon in writing. Such decision by **DOST-STII shall** be final and binding upon the **CONTRACTOR** which shall proceed with the services strictly in accordance with such decision.
- D. **DOST-STII** shall have the right to furnish the **CONTRACTOR** during the progress of the work such instructions and documents as **DOST-STII** may deem necessary for the proper accomplishment of the work. All such instructions and documents, as well as any decision made by **DOST-STII** shall form integral parts of this Contract.
- E. In case of any irreconcilable conflict between this Contract Agreement and the provisions of any of the Contract Documents, the former shall prevail.

ARTICLE IV CONSIDERATION

For and in consideration of the full, satisfactory and faithful performance by the **CONTRACTOR** of all its obligations under this Contract, **DOST-STII** shall pay the **CONTRACTOR** the total amount of **ONE MILLION FIVE HUNDRED NINETY-NINE THOUSAND PESOS ONLY (PHP1,599,000.00)**, inclusive of Value-Added Tax (VAT), as well as all expenses, fees and taxes, chargeable against **General Appropriations Act of FY 2023 and PJS Income**.

ARTICLE V MANNER OF PAYMENT

A. Billing

1. Payments for billing submitted by the **CONTRACTOR** to **DOST-STII** shall be based on actual work satisfactorily completed by the **CONTRACTOR** for the period covered as certified by the TWG and BAC and on the agreed lump sum or unit price for each item of work. The following shall be deducted from the billing statement:
 - a. Other deductions prescribed by existing laws, government rules and regulations in the manner set forth under such laws, rules and regulations.
 - b. In case of failure to make full delivery within the time specified, a penalty of 1/10 of 1% of the amount of the Tranche for everyday of delay shall be imposed.

2. Payment shall be processed upon receipt of the approved Inspection and Acceptance Report from the Inspection Committee Member for the **CONTRACTOR's complete submission of deliverables and billing** divided in the following tranches:

Particulars	Quantity	Unit Price	Total Amount
S&T Post FY 2023			
1 st Quarter Issue	2,000	Php87.50	Php175,000.00
2 nd Quarter Issue	2,000	Php87.50	Php175,000.00
3 rd Quarter Issue	2,000	Php87.50	Php175,000.00
4 th Quarter Issue	2,000	Php87.50	Php175,000.00
Philippine Journal of Science Vol. 151			
1 st Quarter Issue	500	Php449.50	Php224,750.00
2 nd Quarter Issue	500	Php449.50	Php224,750.00
3 rd Quarter Issue	500	Php449.50	Php224,750.00
4 th Quarter Issue	500	Php449.50	Php224,750.00

ARTICLE VI COVENANTS OF STII AND CONTRACTOR

A. DOST-STII covenants to do and perform the following:

1. Make available the amount representing total cost for all items stipulated in Article II - Scope of Delivery and Services for payment in accordance with Article IV – Consideration and Article V - Manner of Payment.
2. Review, evaluate and approve or disapprove (as applicable) proposals and recommendations submitted by the **CONTRACTOR**.
3. Provide point person for proper coordination and supervision of the project.

B. CONTRACTOR covenants to do and perform the following:

1. Comply for the quality and workmanship of the Project consistent with technical specifications and other contract documents.
2. Acts at all times to protect the interest of **DOST-STII** and take all reasonable steps to complete the Project within the schedule and within the contract amount.

ARTICLE VII BONDS AND INSURANCES

A. Performance Security

Within ten (10) days from the **CONTRACTOR'S** receipt of the Notice of Award from **DOST-STII**, the **CONTRACTOR** shall provide performance security in favor of **DOST-STII** in the manner, amount and form specified below, which shall be valid until issuance of the Certificate of Final Acceptance of the Project and which shall

guarantee the faithful and complete performance by the **CONTRACTOR** of the Services as well as the other obligations of the **CONTRACTOR** under this Contract:

1. Thirty percent (30%) of the Contract Amount, if in the form of a surety bond issued by a reputable surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.
2. Five percent (5%) of the Contract Amount, if in the form of an irrevocable letter of credit issued by a universal or commercial bank.
3. Five percent (5%) of the Contract Amount, if in the form of cash, cashier's/manager's check, bank draft/guarantee confirmed by a universal or commercial bank.

B. Renewal of Bonds and Securities

In the execution of the performance security/surety under Article VII of the Contract, the effectivity of the surety bonds shall be co-terminus with the final completion of the project. The **CONTRACTOR** shall cause the renewal of any of the bonds and securities herein require whenever such security shall be necessary and applicable as determined by **DOST-STII**.

C. Replacement of Bonds and Securities

Should any security and surety bond for the performance of this Contract expire or become unacceptable to **DOST-STII** during the effectivity of the Contract, the **CONTRACTOR** shall promptly furnish such replacement security as may be required from time to time up to the sum equal to the amount of the original surety.

D. Release of Bonds and Securities

The performance security and other surety bonds under this contract may be released by **DOST-STII** after the issuance of the Certificate of Completion of the contract, provided that there are no claims for services, labor, and materials filed against the **CONTRACTOR** or the surety company.

ARTICLE VIII LIQUIDATED DAMAGES

- A. The pertinent provisions of RA 9184 and its IRR on liquidated damages and or breach in any of the provisions of the contract shall be applicable in case of inexcusable delay in the completion of the Project.
- B. **DOST-STII** need not prove that it has incurred damages to be entitled to liquidated damages. Furthermore, **DOST-STII** reserves the right to deduct any and all of the liquidated damages from any money due or payments which may become due to the **CONTRACTOR** under the terms of this Contract and/or from the performance security filed by the **CONTRACTOR**, as **DOST-STII** may deem convenient and expeditious under the prevailing circumstances.

**ARTICLE IX
DISPUTE RESOLUTION**

- A. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- B. During the pendency of any such dispute, the CONTRACTOR shall proceed diligently with the performance of its obligations and undertakings under this Contract as directed by DOST-STII.
- C. Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004":

**ARTICLE X
NON-WAIVER**

No failure or delay on the part of either party to exercise any right, power or privilege hereunder shall operate as a waiver thereof, neither shall any single or partial exercise of any right, power or privilege hereunder preclude any other, or further exercise thereof, or the exercise of any other right, power or privilege.

**ARTICLE XI
EFFECTIVITY**

This Contract shall run and be effective as indicated in the Notice to Proceed to be issued by **DOST-STII** upon the execution of this Contract, up to and until the issuance by **DOST-STII** of a Certificate of Final Acceptance, unless sooner terminated by **DOST-STII** upon the occurrence of any of the grounds for termination specified under Article XII hereof. The representations and warranties of the **CONTRACTOR** shall survive the termination or expiration of this Contract.

**ARTICLE XII
SUSPENSION OF WORK / TERMINATION OF CONTRACT**

- A. **DOST-STII** shall have the right to suspend, in whole or in part, any payment due to the **CONTRACTOR** under this Contract in the event there is delay, default, failure or refusal on the part of the **CONTRACTOR** to perform its obligations under this Contract in an acceptable manner and non-compliance to any of the provisions stipulated herein. Further, **DOST-STII** shall have the right to procure/engage, upon such terms and manner as **DOST-STII** shall deem appropriate, the services of another contractor to undertake the unperformed/undelivered service(s) of the **CONTRACTOR**. Any and all expenses that may be incurred in relation thereto shall be for the exclusive account of the **CONTRACTOR**.
- B. **DOST-STII** may terminate this Contract, after giving the **CONTRACTOR** written notice at least seven (7) calendar days prior to the intended date of termination, whenever it is determined by **DOST-STII** that the **CONTRACTOR** has engaged, before or during the implementation of this Contract, in unlawful deeds and

behaviors relative to **Contract** acquisition and implementation. Unlawful acts shall include, but not necessarily be limited to, the following:

1. Corrupt, fraudulent, and coercive practices as defined under R.A 9184 otherwise known as the "Government Procurement Reform Act."
 2. Drawing up or using forged documents.
 3. Any other act analogous to the foregoing.
- C. Both **DOST-STII** and the **CONTRACTOR** is entitled to agree to cancel/terminate the contract (in whole or in part) in the occurrence of **Force Majeure**, provided that the event (under definition of Force Majeure stated in the **CONTRACT**) has a direct effect on the deliverance of output/s stated on **ARTICLE II**.
- D. The **CONTRACTOR** hereby agrees that the termination referred to herein shall be understood to be without prejudice to other rights and remedies available to **DOST-STII** under this **Contract** or the applicable laws.
- E. Subject to compliance with all documentary requirements, the provisions of RA 9184 and its IRR on suspension of work by the **CONTRACTOR** in case of non-payment by **DOST-STII** of certified payments within forty-five (45) calendar days shall apply.

ARTICLE XIII INDEMNITY

The **CONTRACTOR** shall indemnify **DOST-STII** against any loss, injury or damage either to person or property which **DOST-STII** may suffer by reason of the wilful, unlawful or negligent act or omission of the **CONTRACTOR** or any of its personnel or representative. The indemnity required herein shall be in addition to the forfeiture of the Performance Security.

ARTICLE XIV RELATION TO OTHER PARTIES

The **CONTRACTOR** shall have no authority, express or implied, to assume or create any obligation or responsibility on behalf of or in the name of **DOST-STII** or bind **DOST-STII** in any manner whatsoever. The **CONTRACTOR**'s personnel, representatives or staff shall not be construed as employees of **DOST-STII**. The **CONTRACTOR** is being engaged herein as an independent contractor. Nothing herein shall be construed as creating an employer/employee relationship between the **CONTRACTOR**'s employees, representatives or staffs and **DOST-STII**.

ARTICLE XV GENERAL PROVISION

- A. **Separability** - If any stipulation, clause, term or condition of this Contract is held invalid or contrary to law, the validity of the other stipulations, clauses, terms and conditions hereof shall not be affected thereby.
- B. **Modification** - The parties hereby agree to amend or modify any provision of this Contract, which might be declared invalid or contrary to law, to conform to the subject and objective thereof.

**ARTICLE XVI
MISCELLANEOUS PROVISIONS**

- A. The parties represent that they have the requisite power, authority, and capacity to enter into this Contract and to perform their obligations and undertakings according to the terms and conditions hereof.
- B. **Binding Effect/Assignment of Rights** – This **Contract** shall be binding upon the **CONTRACTOR**, its partners, successors-in-interest, its legal representatives and assigns. Foregoing notwithstanding, the **CONTRACTOR** shall not in any manner, directly or indirectly, assign, or transfer its rights and obligations under this **Contract** without the written approval of **DOST-STII**.
- C. **Governing Law and Language** – The rights and obligation of the parties hereto shall be governed and interpreted in accordance with the laws of the Republic of the Philippines, specifically, the provisions of R.A. 9184 otherwise known as the "Government Procurement Reform Act" and other applicable laws, rules and regulations.
- D. **Observance and usage of non-sexist/gender-sensitive language** in all official documents and communications under this project shall be enforced all the time.
- E. **Documents Incorporated** – The provisions of this **Contract** shall be read in harmony with the Terms of Reference and other related bid documents. In case of conflict, the provisions of this Contract shall prevail.
- F. **Venue of Action** - It is hereby agreed that any and all actions that shall arise from this **Contract** shall be instituted and tried before the proper court (s) of the City of Taguig only.
- G. **Attorney's Fees** - In the event that **DOST-STII** is compelled to seek judicial relief to enforce the provisions of this **Contract**, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the judicial action, whichever is higher, aside from the costs of litigation and other expenses incidental thereto.
- H. Nothing herein shall in any way be construed to limit the over-all responsibility of the **CONTRACTOR** for the performance of the obligations herein and **CONTRACTOR'S** liability for any violation of this Contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their signatures this 18th day of January, 2023, Taguig City, Metro Manila.

**DOST-SCIENCE AND TECHNOLOGY
INFORMATION INSTITUTE (DOST-STII)**

By:

RICHARD P. BURGOS
Director


COLOR1DIGITAL, INC.


By:

EMELE P. BALLEDO
Account Executive


SIGNED IN THE PRESENCE OF:

ARLENE E. CENTENO
Chief, Finance & Administrative Division


ALAN C. TAULE
Chairperson, Bids and Awards
Committee


RODOLFO P. DE GUZMAN
Senior Science Research Specialist and Officer-In-Charge,
Communication Resources and Production Division

CERTIFIED AVAILABILITY OF FUNDS:


JAQUELINE C. BALLESTEROS
Administrative Officer V


MA. AURORA FE L. DAYANGCO
Accountant III

ACKNOWLEDGMENT

Republic of the Philippines)
TAGUIG CITY) S.S.

BEFORE ME, Notary Public for and in TAGUIG CITY, Philippines personally
appeared:

RICHARD P. BURGOS Valid ID No.: Driver's License No.: N03-97-238885

Date/Place of Issue: 06/19/2018 – Taguig City

EMELE P. BALLEDO Passport No.: _____


Date/Place of Issue: _____


known to me and to me known to be the same persons who executed the foregoing
Contract and they acknowledged to me that the same is their free and voluntary act and
deed in the capacity in which they appeared.

The foregoing Contract consists of ____ (__) pages including this page on which the
acknowledgment is written and duly signed by the parties and its witnesses of the
instrument and on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal at
TAGUIG CITY this JAN 26 2023 of _____ 2023.

NOTARY PUBLIC


Doc. No. 428 ;
Page No. 87 ;
Book No. III ;
Series of 2023.


RACHEL GINAW W. COPANUT-PANGWI
NOTARY PUBLIC UNTIL Dec. 31, 2023/TAGUIG CITY
Not. Com. Appt. No. 18 (2022-2023)
2/F, Pacura Bldg. 427 M.L. Q. St., Lower Bicutan, Taguig City
PTR No. A-5675511/1-4-2023, Taguig City
IBP O.R. No. 181027-12/27/2022, RSM
MCLE Comp. No. VII-0007104/11-22-2021
ROLL No. 61627



REPUBLIC OF THE PHILIPPINES
Unified Multi-Purpose ID



UMID

CRN-0111-4973624-7

SURNAME
BALLEDO
GIVEN NAME
EMELE

MIDDLE NAME
PAGAYANAN

SEX F DATE OF BIRTH 1988/05/21

ADDRESS
6190 EINTHOVEN PALANAN
MAKATI CITY NCR PHL 1235

C. Balleddo