

PURCHASE CONTRACT

This PURCHASE CONTRACT (the “**CONTRACT**”) is entered into and executed by and between:

PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR), a government owned and controlled corporation created and existing by virtue of Presidential Decree 1869, as amended, with office address at the PAGCOR Executive Office, New Coast Hotel Manila, 1588 M.H. Del Pilar corner Pedro Gil Streets., Malate, Manila, represented in this act by its Chairman and Chief Executive Officer, **ALEJANDRO H. TENGCO**, hereinafter referred to as “**PAGCOR**”;

-and-

PRINTPLUS GRAPHIC SERVICES, a sole proprietorship duly registered under the laws of the Republic of the Philippines, with office address at 69 H. Reyes Street, BF Executive, BF Homes Subdivision, Almanza Uno, Las Piñas City represented by its Proprietor, **FRANCISCO D. DOPLON**, hereinafter referred to as the “**CONTRACTOR**”.

Each referred to as a “**PARTY**” and collectively as the “**PARTIES**”.

RECITALS/ANTECEDENTS:

WHEREAS, PAGCOR has a requirement for the **Procurement of Requirements for PAGCOR’s 40th Anniversary – Procurement of the New Logo Design of PAGCOR under ITB No. SS23-06-035COR** (“Project”), which was approved by the PAGCOR Board of Directors and included in the 2023 Annual Procurement Plan (APP);

WHEREAS, PAGCOR conducted a Negotiated Procurement (Scientific, Scholarly or Artistic Work, Exclusive Technology and Media Services) in accordance with Republic Act No. 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations (IRR) on June 14, 2023 for the procurement of the Project;

WHEREAS, the **CONTRACTOR** has submitted the Single Calculated Responsive Quotation (SCRQ) for the Project;

WHEREAS, considering that all the requisites were met, **PAGCOR** has accepted the quotation of the **CONTRACTOR**.

WHEREAS, the Special Assistant to the President and Chief Operating Officer, duly delegated on November 24, 2022, approved the award of the contract to the **CONTRACTOR**.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereunder specified, **PAGCOR** and the **CONTRACTOR** hereby enter into this Purchase Contract under the following terms, conditions and specifications:

TERMS AND CONDITIONS

The rights and obligations of the parties are set forth as follows:

1. The **CONTRACTOR** shall undertake the Procurement of Requirements for PAGCOR's 40th Anniversary – Procurement of the New Logo Design of PAGCOR with the following technical specifications:

Project: PROCUREMENT OF REQUIREMENTS FOR PAGCOR'S 40TH ANNIVERSARY – PROCUREMENT OF THE NEW LOGO DESIGN OF PAGCOR

Exclusivity of the Program:
CREATION OF NEW PAGCOR LOGO
LOGO DISCIPLINE
CREATION OF LOGO IDENTITY MANUAL

SCOPE OF SERVICE

The core areas that encompass this project are creation of new PAGCOR LOGO, LOGO Discipline and LOGO Identity Manual;

PAGCOR LOGO

- Create a new PAGCOR logo design, that will be used in all PAGCOR corporate collaterals;
- Logo studies and variants

LOGO Discipline

- Includes rationale, color applications, typography that will be used in various corporate collaterals.

LOGO Identity Manual

- To be used in a proper guide in the logo implementation and supplied to stakeholders;
- Coordinate with Entertainment Department for the fulfillment of all material;
- All art and collateral material must be provided in the same vector art format (i.e. *ai, *eps, *psd file) as well as high-resolution jpg, png and gif formats.

PAYMENT TERMS AND CONDITIONS:

A. Payment to Designer/Graphic Artist company shall be processed after completion of all the deliverables and approval of PAGCOR.

B. Check shall be made payable to Designer/Graphic Artist company.

DELIVERY SCHEDULE:

The new PAGCOR LOGO, LOGO Discipline and LOGO Identity Manual must be submitted within ten (10) days from receipt of Notice of Award.

2. The total contract price shall be in the amount of **Three Million Thirty-Five Thousand Seven Hundred Fourteen Pesos and 28/100 (PhP3,035,714.28), VAT Exclusive, Zero-Rated Transaction.**

PAGCOR and the **CONTRACTOR** agree that the contract price already includes all applicable taxes, fees and charges required by the government. The **CONTRACTOR** holds **PAGCOR** free from liability for any or all taxes arising out of this transaction.

The prices herein agreed shall be considered as fixed prices, and therefore not subject to price adjustment and escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board (GPPB) pursuant to Section 61 of Republic Act (R.A.) No. 9184 and its revised Implementing Rules and Regulations (IRR) and the Revised Guidelines for Contract Price Escalation.

3. The new PAGCOR LOGO, LOGO Discipline and LOGO Identity Manual must be submitted within ten (10) days from receipt of Notice of Award. The **CONTRACTOR** shall deliver at the Entertainment Department (ED), PAGCOR Corporate Annex, 1105 UN Avenue cor. Ma. Orosa Street, Ermita, Manila.
4. **PAGCOR** shall pay the total amount of **Three Million Thirty-Five Thousand Seven Hundred Fourteen Pesos and 28/100 (PhP3,035,714.28), VAT Exclusive, Zero-rated transaction**, with details as follows:

QUANTITY/ UOM	ITEM DESCRIPTION	TOTAL COST VAT Exclusive, Zero- Rated Transaction
One (1) Lot	Procurement of Requirements for PAGCOR's 40 th Anniversary – Procurement of the New Logo Design of PAGCOR	PhP3,035,714.28

Payment shall be processed after completion of all the deliverables and approval of **PAGCOR**.

5. The **CONTRACTOR** shall complete the supply and delivery of the required goods/items within the time agreed by both parties.

Should the **CONTRACTOR** incur delay or fails to satisfactorily deliver any or all of the goods/items required under the **CONTRACT** within the specified schedule, inclusive of any time extensions duly granted, the **CONTRACTOR** shall be liable for liquidated damages equivalent to one-tenth (1/10) of one percent (1%) of the cost of the delayed or undelivered or unsatisfactorily delivered goods/items for each day of delay, including Sundays and Holidays, until such Services are rendered and accepted by **PAGCOR**.

Such liquidated damages shall be paid by the **CONTRACTOR** or deducted from any money due or which may become due to the **CONTRACTOR**, or collected from any applicable securities or warranties posted by the **CONTRACTOR**.

In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, **PAGCOR** may rescind or automatically terminate the **CONTRACT** and impose appropriate sanctions over and above the liquidated damages to be paid, without prejudice to other courses of action and remedies open to it.

In case the **CONTRACTOR** still fails to deliver the item after the lapse of thirty (30) days from the supposed date of delivery, in addition to the forfeiture of the Performance Security and the penalties agreed upon, **PAGCOR** shall have the option to terminate the Contract.

6. In the event that the **CONTRACTOR** fails to comply with its undertakings under this Contract, **PAGCOR** shall be released from its obligations without prejudice to its rights of restitution, recovery and damages.
7. In the event that the facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, the parties hereto agree immediately to re-negotiate its terms and conditions, or at the option of **PAGCOR** terminate the same.
8. No terms or conditions of this Contract shall be deemed waived and no breach or default excused unless such waiver shall be in writing and signed by the party affected.
9. The rights or obligations under this Contract are of a personal nature and compliance thereof may not be assigned or subcontracted to another without the written consent of the other party. This Contract or any interest in it may not be assigned without the prior written consent of the other party.
10. This Contract contains all the covenants and stipulations agreed upon by the parties and shall be modified, revised or amended only upon written agreement of both parties.
11. This Contract constitutes the entire contract between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the parties. No supplement, variation or amendment of this Contract shall be binding UNLESS executed in writing by the parties. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding UNLESS in writing and signed by the party making the waiver.
12. The relationship between the parties shall be limited to the performance of the terms and conditions of this Contract. Nothing herein shall be construed to create a general partnership/agency/employer-employee or any other relationship between the parties, or to authorize any party to bind the other except as set forth herein, or to borrow money on behalf of another party, or to use the credit of any party for any purpose other than what has been set forth herein.
13. The parties, waiving for this purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any and all actions or suits between the parties relative to this Contract, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this Contract in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this Contract in its entirety or in part.
14. The **CONTRACTOR** hereby further warrants and represents that:
 - a. The goods and specifications shall be described in no. 1 of this Contract.
 - b. It has good title to the goods described in the Bidding Documents, full authority to sell and transfer the same and that the items are sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.

- c. It will fully defend, protect, indemnify, and hold **PAGCOR** harmless from any and all adverse claims that may be made by any party for the possession and/or the use of the goods.
- d. **PAGCOR** accepts no liability for the damage of the goods during transit. Title to the goods will be deemed to have passed to **PAGCOR** only upon receipt and final acceptance of the Goods.
- e. It shall pay taxes in full and on time, failure to do so will entitle **PAGCOR** to suspend payment.
- f. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by the **CONTRACTOR**, a warranty security shall be required from the **CONTRACTOR** for a minimum period of three (3) months from the date of delivery or acceptance of goods.
- g. The obligation for the warranty security shall be covered by either retention money or a special bank guarantee equivalent to at least one percent (1%) of the total contract price.
- h. The said amount shall only be released after the lapse of the three (3) months warranty period provided the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met.

IN WITNESS WHEREOF, the parties have signed these presents on this _____ day of _____, 2023 at _____.

PHILIPPINE AMUSEMENT AND GAMING CORPORATION
TIN: 033-000-887-972

PRINTPLUS GRAPHIC SERVICES
TIN: 134-804-115-000

Represented by:

ALEJANDRO H. TENGCO
Chairman and Chief Executive Officer
TIN: 114-275-668-000

Represented by:

FRANCISCO D. DOPLON
Proprietor
TIN: 134-804-115-000

Signed in the presence of:

CARLOS ROBERTO D. MEYRA, IV
SENIOR PROCUREMENT OFFICER

RONALDO A. SENEDO

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF CITY OF MANILA)S.S

BEFORE ME, a Notary Public for and in the City of CITY OF MANILA on this
06 JUL 2023 day of 06 JUL 2023, 2023, personally appeared:

<u>NAME</u>	<u>IDENTIFICATION DOCUMENT PRESENTED</u>
ALEJANDRO H. TENGCO	PASSPORT NO. P0803246C Date of Issuance: July 5, 2022 Valid until: July 4, 2032 Place of Issuance: DFA-Manila

known to me and known to be the same person who executed the foregoing instrument consisting of seven (7) pages, including the page where the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Company he represents.

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

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Book No. : XI
Series of 2023

ATTY. EMMANUEL A. PALADO, JR.
 NOTARY PUBLIC
 FOR AND IN THE CITY OF MANILA
 6TH FLR. PAGCOR OFFICE, NEW COAST HOTEL & CASINO
 M.M. DEL PILAR ST., COR. PEDRO GIL, MALATE MANILA
 Comm. No. 2022-040 / Valid Until - 12/31/23
 ROLL No. 71209 / ISP No. 181581, 1/6/22, Manila IV Chapter
 MCLE Compliance No. VII-0003701/Until-4/14/25
 PTR No. 0670642 issued Jan. 2022 / Until - 12/31/2023

W
 WILZA S. MAGPUSAO

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF CITY OF MANILA)S.S

BEFORE ME, a Notary Public for and in the City of CITY OF MANILA, on this JUL 06 2023 day of _____, 2023, personally appeared:

NAME

FRANCISCO D. DOPLON

IDENTIFICATION DOCUMENT PRESENTED

Land Transportation Office –
Driver's License No. N20-75-000277
Valid until: January 19, 2024

known to me and known to be the same person who executed the foregoing instrument consisting of seven (7) pages, including the page where the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Sole Proprietorship he represents.

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

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Book No. : XXX-111
Series of 2023

ATTY. JOELE PANER
NOTARY PUBLIC COMMISSION NO. 2022-075
Issued on 7-1-2022 Until 12-31-2023 / Manila
UNIT 208 TMR II TAFT AVE., MALATE, MANILA
ROLL NO. 44009 IBP LIFETIME NO. 2022 / 15-12-00
PTR No. 0861098 / 01-03-2023 / City of Manila / TIN 104063310
MCLE Compliance No. VII-0007120 / 04-14-2025

WILZA S. MAGPUSAO