

SERVICE CONTRACT

This SERVICE 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 World Manila Bay Hotel, M.H. Del Pilar cor. Pedro Gil Sts., Malate, Manila, represented in this act by its President and Chief Operating Officer, **EUGENE D. MANALASTAS**, hereinafter referred to as "PAGCOR";

-and-

THE MANILA TIMES PUBLISHING CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 2/F Sitio Grande Bldg. 409 A. Soriano Avenue, Intramuros Manila, represented in this act by its Account Manager, **CYNTHIA R. CAMARSE**, duly authorized for this purpose by Secretary's Certificate dated January 22, 2016 hereto attached as Annex "A" hereinafter referred to as the "CONTRACTOR".

Collectively referred to as the "PARTIES"

RECITALS:

WHEREAS, PAGCOR has a requirement for the Procurement of Print Ad Placements for Various Procurement Activities of the Bids and Awards Services Department (BASD) in Manila Times (the "Services") under ITB No. 12-12-2015;

WHEREAS, considering that all the requisites were met, PAGCOR resolved to directly contract with the **CONTRACTOR** in order to secure its Services pursuant to Section 50 (c) of the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184;

WHEREAS, the **CONTRACTOR** has submitted the single calculated responsive quotation to undertake the Services and PAGCOR has accepted the proposal, subject to the terms and conditions hereunder stipulated;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereunder specified by these presents, PAGCOR and the **CONTRACTOR** hereby enter into this Service Contract under the following terms, conditions and stipulations:

I. SCOPE OF SERVICES

1. The **CONTRACTOR** shall undertake to provide the Print Ad Placements for Various Procurement Activities of the Bids and Awards Services Department (BASD) in Manila Times in accordance with the Technical Specifications as detailed in the accomplished Request for Quotation (RFQ) submitted during the procurement of this

Service Contract. A copy of the RFQ together with its annexes is attached as Annex "B" and made an integral part of this Service Contract.

2. In case of conflict between the provisions of this contract and the bidding documents submitted by the **CONTRACTOR** during the procurement process (i.e. Request for Quotation/Terms of Reference, Bid Bulletins, etc), the latter shall prevail.

3. The **CONTRACTOR** shall provide the following:

Project: Print Ad Placements for Various Procurement Activities of the Bids and Awards Services Department (BASD) in Manila Times	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
Sizes of Publication:	Plain Text, Black
3 col x 18 cm	
3 col x 20 cm	
3 col x 25 cm	
3 col x 30 cm	
3 col x 35 cm	
4 col x 17 cm	
3 col x 40 cm	
4 col x 40 cm	
5 col x 32 cm	
6 col x 30 cm	
Publication Sections:	Classifieds, Business, or more
Frequency:	Every month depending on the requirement
Weekday and Weekend Rates	
TERMS AND CONDITIONS	
Term: One (1) Year Publication Contract	
1.	Newspaper provided by the CONTRACTOR must be classified as a broadsheet of general nationwide circulation
2.	The payment shall be based on the actual print ad placements only, which shall not exceed the total contract price in the amount of Two Million Pesos (PhP2,000,000.00).
3.	The materials to be published shall be provided by PAGCOR through the Assistant Vice President (AVP) of the Bids and Awards Services Department (BASD).
4.	The materials to be published shall be given within the cut-off period as provided by the CONTRACTOR .
5.	All rates provided by the CONTRACTOR per size of advertisement shall be fixed and no increase shall be allowed for the duration of the contract.
6.	The CONTRACTOR shall provide BASD with one (1) copy of the published ad as proof of publication.
7.	Payable within Fifteen (15) days from receipt of Billing and issuance of Certificate of Acceptance.

Manila Times

Manila Times

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[Signature]

II. CONTRACT PRICE AND SCHEDULE OF PAYMENT

1. The contract price for the procurement of the Services specified in Article I, shall be based on the actual print ad placements which shall not exceed the total amount of Two Million Pesos (Php2,000,000.00) VAT Exclusive, Zero-Rated Transaction for a period of one (1) year, with details as follows:

Technical Description	Cost per Insertion (VAT-Exclusive, Zero-Rated Transaction) Fixed Rates for One (1) Year
SIZE: 3 col x 18 cm	Five Thousand Nine Hundred Forty Pesos (Php5,940.00)
SIZE: 3 col x 20 cm	Six Thousand Six Hundred Pesos (Php6,600.00)
SIZE: 3 col x 25 cm	Eight Thousand Two Hundred Fifty Pesos (Php8,250.00)
SIZE: 3 col x 30 cm	Nine Thousand Nine Hundred Pesos (Php9,900.00)
SIZE: 3 col x 35 cm	Eleven Thousand Five Hundred Fifty Pesos (Php11,550.00)
SIZE: 4 col x 17 cm	Seven Thousand Four Hundred Eighty Pesos (Php7,480.00)
SIZE: 3 col x 40 cm	Thirteen Thousand Two Hundred Pesos (Php13,200.00)
SIZE: 4 col x 40 cm	Seventeen Thousand Six Hundred Pesos (Php17,600.00)
SIZE: 5 col x 32 cm	Seventeen Thousand Six Hundred Pesos (Php17,600.00)
SIZE: 6 col x 30 cm	Nineteen Thousand Eight Hundred Pesos (Php19,800.00)

2. The cost of the print ads placed shall be billed per insertion, payable within fifteen (15) days upon receipt of Billing/Sales Invoice provided all conditions imposed under the contract have been fully met and subject to PAGCOR'S issuance of Certificate of Acceptance per insertion.

3. Payment shall be based on actual consumption and billing and shall be subject to the appropriate withholding taxes.

4. PAGCOR shall not be under any obligation to pay the **CONTRACTOR** the entire amount of the Budget. Moreover, the aggregate billings under this Contract shall not exceed the total budget.

5. The **CONTRACTOR** shall submit a VAT Exclusive and Zero Rated billing statement for the print ad placements.

6. PAGCOR shall not be liable for any other costs except as provided for under this Contract.

7. All rates provided by the **CONTRACTOR** per size of the advertisement shall be fixed and no increase shall be allowed for the duration of the contract.

III. CONTRACT TERM

1. This Contract shall be effective for a period of one (1) year commencing on the effectivity date provided in the Notice to Proceed. However, this Contract shall be automatically terminated if the Budget is exhausted before the termination date.

2. PAGCOR may terminate this Contract with or without cause, without need for judicial intervention, and without incurring any obligation whatsoever, upon thirty (30) days written notice to the **CONTRACTOR**.

3. Should the **CONTRACTOR** incur delay in the performance of its obligations, the **CONTRACTOR** shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the cost of the undelivered/unperformed portion of the Services for each day of delay, including Sundays and Holidays, beyond the specific period. The maximum deduction shall be ten percent (10%) of the amount of the Contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Agreement, PAGCOR shall have the option to rescind the Contract, without prejudice to other courses of action and remedies open to it.

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

IV. CONTRACTOR'S WARRANTIES

The **CONTRACTOR** hereby warrants that:

1. It is an entity duly organized, validly existing and in good standing under the laws of the Republic of the Philippines, and it has the requisite power and authority to enter into and perform its obligations under this Contract.

2. The **CONTRACTOR** warrants that there are no actions, suits or proceedings pending or threatened, which may have a material adverse effect on its ability to fulfil its obligations under this Contract or on its operations, business, properties, assets or business condition.

3. That the Services to be rendered herein shall be as described under Article I of this Contract. The **CONTRACTOR** warrants that it has secured all the necessary government licenses and permits to allow it to render the Services agreed upon and that it is free from any liability of adverse claims, of every nature and description that would prevent or hinder it from the rendering the said Service.

4. The **CONTRACTOR** will defend, protect, indemnify and hold PAGCOR harmless from any and all adverse claims that may be made by any party in connection with the rendition of the Services in Article I herein.

V. CLAIMS AND DISPUTES

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

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

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

VI. FORCE MAJEURE

The **CONTRACTOR** is responsible for the implementation of the above items provided in Article I hereof. In the event that such project cannot be completed within the prescribed period because of fortuitous event and/or force majeure, as defined by prevailing laws and such other causes not attributable to the **CONTRACTOR**, **PAGCOR** shall have no cause of action against the **CONTRACTOR** and shall pay the value of the Services already delivered and accepted.

Without limiting the applicability of prevailing laws, an event shall not be considered fortuitous event unless it presents all of the following characteristics:

- a. The event must be independent of the **CONTRACTOR's** or its employee's will;
- b. The event could not be foreseen, or if it could be foreseen, it must be impossible to avoid;
- c. The event must be of such character as to render it impossible for the **CONTRACTOR** to comply with its obligation in a normal manner. Mere difficulty in the performance shall not excuse the **CONTRACTOR**; and
- d. The **CONTRACTOR** or its employees must be free from any participation in the aggravation of the injury to **PAGCOR**.

VII. DEFAULTS

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

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

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

VIII. INDEMNIFICATION

1. The **CONTRACTOR** hereby holds **PAGCOR**, its guests, corporate affiliates, directors, officers, employees agents, customers and guests and corporate affiliates and any employee agent thereof (each of the foregoing, being hereinafter referred to individually as the "Indemnified Party") free and harmless against any and all liability to third parties (other than liability solely the fault of the indemnified party) arising

from the negligence of the **CONTRACTOR** or its agents including (but not limited to) the violation of any third party's trade secret, proprietary information, trademark, copyright or patent rights in connection with the use of **PAGCOR** of the **CONTRACTOR**'s services.

2. The indemnification is limited to the services delivered to **PAGCOR**, by the **CONTRACTOR** and does not cover third party claims not authorized by the **CONTRACTOR**.

IX. CONFIDENTIALITY

All information disclosed to the **CONTRACTOR** arising out of or as a result of this Contract shall be confidential in nature and shall be used only for the purposes specifically related to this Contract. The **CONTRACTOR** will not, at any time, disclose such confidential information to any third party without **PAGCOR**'s prior written consent. The **CONTRACTOR** shall likewise be solidarily liable to **PAGCOR** for any unauthorized disclosures made by his officers, employees, agents and other persons acting on the **CONTRACTOR**'s behalf.

The obligations stated in this Confidentiality Clause shall also apply to confidential information negligently, unintentionally or inadvertently disclosed by **PAGCOR** (its officers, employees, agents, and any other persons acting on its behalf) and to disclosures made by a **PAGCOR** officer, employee, agent, and other persons ordinarily acting on its behalf, in breach of his/her obligation or duty to **PAGCOR**.

X. TAXES AND LICENSES

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

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

The **CONTRACTOR** shall pay taxes in full and on time, failure to do so will entitle **PAGCOR** to suspend payment for services rendered by the **CONTRACTOR**.

XI. NO EMPLOYER-EMPLOYEE RELATIONSHIP

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

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

XII. PERFORMANCE SECURITY

To guarantee the faithful performance of the winning bidder's obligations, it shall post a Performance Security prior to the signing of the contract, in accordance with any of the following schedule:

Allowable Form of Performance Security	Percentage Amount of the Contract Price
Cashier's/manager's check issued by a Universal or Commercial Bank;	Five Percent (5%) One Hundred Thousand Pesos (PhP100,000.00)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, Provided however, that if issued by a foreign bank, it shall be duly confirmed by a Universal or Commercial Bank; or	
Surety Bond (which is acceptable to PAGCOR) issued by a surety or insurance company duly certified by the Insurance Commission to issue said security specific for the contract award.	Thirty Percent (30%) Six Hundred Thousand Pesos (PhP600,000.00)
Retention Money or Cash [PAGCOR shall deduct five percent (5%) retention money for every progress payment provided that it should not exceed five percent (5%) of the contract price]	Five Percent (5%) One Hundred Thousand Pesos (PhP100,000.00)

The Performance Security shall be retained by PAGCOR, without interest, during the pendency of this Service Contract and any extension thereof. The Performance Security shall only be released after the termination of this Service Contract and/or the issuance by PAGCOR of the final Certificate of Acceptance and after deducting any and all claims that PAGCOR may have against the CONTRACTOR.

The **CONTRACTOR** shall cause the extension of the validity of the Performance Security to cover approved contract time extensions.

The **CONTRACTOR** shall post an additional performance security following the schedule above to cover any cumulative increase of more than ten percent (10%) over the original value of the service contract.

XIII. MISCELLANEOUS PROVISIONS

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. No terms and conditions of this Contract shall be waived and no breach or default excuse unless such waiver or excuse shall be in writing and signed by the party affected.

This Contract, and interests therein, may not be assigned or sub-contracted to another without the consent of the other party. Any and all notices to be given pursuant to, or under this Contract, shall be in sent to the party to whom the notice is

Manila Times

Manila Times

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[Handwritten signature]

addressed at the address of the party indicated in this Contract. If any provision hereof is prohibited or made unenforceable under any applicable law or by a competent court or authority, the same shall not affect any other provision of this Contract, which are otherwise valid and enforceable.

The PARTIES agree to abide by these terms and conditions in good faith. The relationship between the PARTIES shall be limited to the performance of the terms and conditions of the Contract. Nothing in this Contract shall be construed to create a general partnership between the PARTIES, or to authorize any party to bind the other except as set forth in this Contract, or to borrow money on behalf of another party, or to use the credit of any party for any purpose other than what has been set forth herein.

Any right or remedy conferred by this Contract upon the Parties shall not be exclusive of any other right or remedy of each party, whether under this Contract or provided or permitted at law or in equity, but each right or remedy shall be cumulative of every other right or remedy available to it.

This Contract constitutes the entire agreement 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.


IN WITNESS WHEREOF, the Parties hereto have signed these presents on this _____ day of _____, 20____ at _____.

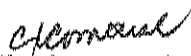
PHILIPPINE AMUSEMENT AND GAMING CORPORATION
TIN: 033-000-887-972

THE MANILA TIMES PUBLISHING CORPORATION
TIN: 218-487-141-000

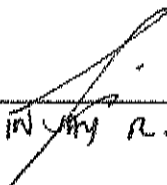
Represented by:

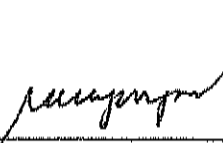
Represented by:


EUGENE D. MANALASTAS
President and Chief Operating Officer
TIN: 102 - 010 - 491


CYNTHIA R. CAMARSE
Account Manager
TIN: 129-486-568

Signed in the presence of:


MARWIN R. HARIN


RUFINA A. CAPONPON

Camarse

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ACKNOWLEDGMENT

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

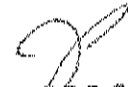
BEFORE ME, a Notary Public for and in the City of CITY OF MANILA and on this day of APR 20 2016 2016, personally appeared:

Name	Identification Document Presented	Issue and Expiry Date
EUGENE D. MANALASTAS	PASSPORT NO. EB7143410	January 14, 2013 to January 13, 2018

known to me to be the same person who executed the foregoing Service Contract consisting of ten (10) pages, and who acknowledged to me that the same is his own free and voluntary act and deed as well as the free and voluntary act and deed of the entity he represents, he being duly authorized for this purpose.

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

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Page No. 86
Book No. II
Series of 2014


PETER LLOYD D. CARRPIO
NOTARY PUBLIC
IN AND FOR THE CITY OF MANILA
400 FLR, NEWWORLD MANILA BAY HOTEL & CASINO
M.H. DEL PILAR ST., MALATE, MANILA
COMM. NO. 2015-179 UNTIL DEC. 31, 2016
ROLL NO. 63455, ICP LIFE TIME NO. 012857
QUEZON CITY CHAPTER
PTR NO. 9305234/1-0-16/MANILA

MARIE MAUREEN M. BAGASBAS

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

MANILA) S.S.


BEFORE ME, a Notary Public for and in the City of MANILA and on ~~this~~ 12 APR 2016 day of _____ 2016, personally appeared:

Name	Identification Document Presented
CYNTHIA R. CAMARSE	Unified Multi-Purpose ID, CRN - 0111 - 360 9670 - 3 Issue Date : Dec. 3, 2014

known to me to be the same person who executed the foregoing Service Contract consisting of ten (10) pages, and who acknowledged to me that the same is her own free and voluntary act and deed as well as the free and voluntary act and deed of the entity she represents, she being duly authorized for this purpose.

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

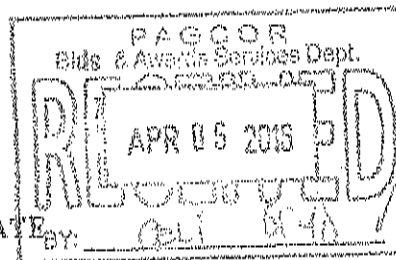
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Book No. 281
Series of 20 16


ATTY. ANGEL R. PURISIMA, III
 Notary Public-MANILA
 Commission No. 2015-043 Until Dec. 31, 2016
 IRP No. 875934 10-8-14 for 2015
 PTR No. 4829305 / 01-4-2016
 ROLL NO. 33567
 MOLE IV Building April 17, 2016
 U/F G/F Uccina Building
 # 350 A.J. Velasco St. Ermita, Manila 1000
 Tel. No. 4821754 / 3104505


MARIE MAUREEN M. BAGASBAS

ANNEX "A"

Republic of the Philippines
Quezon City



SECRETARY'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

I, **ATTY. JOSEPH NOEL M. ESTRADA**, Corporate Secretary of **THE MANILA TIMES PUBLISHING CORPORATION**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at 2/F Sitio Grande Bldg. 409 A. Soriano Avenue, Intramuros Manila.

As such Secretary, I am the custodian of the Minutes Books of the corporation and that said Minute Books shows that in a duly constituted special meeting of the Board of Directors of the Corporation held on April 4, 2016 at 10:00 AM the following resolution was unanimously adopted and approved:

RESOLVED, as it is hereby **RESOLVED** that Ms. Cynthia Camarce, Account Manager and or Ms. Evelyn A. Fauni, VP for Finance be authorized to deal, bid and transact, for and in behalf of The Manila Times Publishing Corporation with PAGCOR regarding the project: Procurement of Print Ad Placements for Various Procurement Activities of the Bids and Awards Services Department (BASD) in Manila Times under ITB No. 12-12-2015.

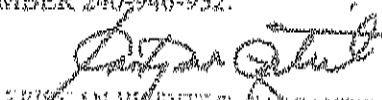
RESOLVED further that, Ms. Camarce and/or Ms. Fauni, be authorized as they are hereby authorized to accomplish, sign, execute, deliver and receive all papers and/or documents pertinent to the project including execution of service contracts.

The foregoing resolution is in accordance with the records of the Corporation in my possession.

IN WITNESS WHEREOF, I have hereunto set my hands this 4th day of April 2016.


ATTY. JOSEPH NOEL M. ESTRADA
 Corporate Secretary

SUBSCRIBED AND SWORN to before me in Quezon City CITY /PROVINCE, PHILIPPINES ON Apr 05 2016, APPLICANT PERSONALLY APPEARED BEFORE ME AND EXHIBITED TO ME HIS TAX IDENTIFICATION NUMBER 240-946-952.


CHRISTIAN VICENTE T. MARCANTONE
 Notarial Commission No. 023
 Until December 31, 2015
 #13 No. 0230583, 1-07-13, Quezon City
 TWP No. 008039, 1-02-13, Manila II
 NCLC Compliance No. 111-0013503, 4-03-10
 Roll of Attorneys No. 40541
 Josephine A. Estrada Attorneys at Law

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Philippine Amusement and Gaming Corporation
A Sure Bet for Progress In Gaming, Entertainment and Sports

PAGCOR
 Secretariat Office
 JAN 11 2016
 GBT

REQUEST FOR QUOTATION

Date	: December 8, 2015
Project Title	: Procurement of Print Ad Placements for Various Procurement Activities of the Bids and Awards Services Department (BASD) in Manila Times
ITB No.	: 12-12-2015
Approved Budget	: Two Million Pesos (PHP2,000,000.00), Vat Exclusive, Zero-Rated Transaction
Deadline for submission of Quotation	: December 16, 2015 (Open Quotation) Please submit and address the envelope containing the accomplished RFQ form and required documents to the Bids and Awards Committee (BAC) 3, through the Bids and Awards Services Department (BASD), Rm. 203, 2 nd Floor, PAGCOR House, 1330 Roxas Blvd., Ermita, Manila The envelope shall bear the following information in capital letters: 1. Title and reference number of the project; and 2. Name and address of the bidder Furthermore, copies of the accomplished RFQ and the other required documents may also be submitted through fax at telefax numbers 524-39-11 or 336-69-06 or through electronic mail at CzarlnneYelena.Corrales@pagcor.ph .

Sir / Madam:

in accordance with the Technical Specifications/Scope of Work and General Conditions for the aforementioned project stated herewith, kindly fill up and submit your lowest proposal on the item/s services stated below.

For any inquiries or clarifications, please contact the Bids and Awards Services Department at telephone numbers (02) 336-6906 or (02) 524-3911 and look for Ms. Czarlnne Yelena V. Corrales.

Thank you.

(SGD) ALBERTO R. VILLARAMA
 CHAIRPERSON
 BIDS AND AWARDS COMMITTEE (BAC) 3

BARIE MAUREEN M. BAGASBAS

Dear Mr. Villarama:

In accordance with your request, following is our quotation for your requirement:

Description	Offered Technical Quotation
Project: Procurement of Print Ad Placements for Various Procurement Activities of the Bids and Awards Services Department (BASD) in Manila Times	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
Sizes of Publication: Plain Text, Black	
3 col x 18 cm	Comply
3 col x 20 cm	Comply
3 col x 25 cm	Comply
3 col x 30 cm	Comply
3 col x 35 cm	Comply
4 col x 17 cm	Comply
3 col x 40 cm	Comply
4 col x 40 cm	Comply
5 col x 32 cm	Comply
6 col x 30 cm	Comply
Publication Sections: Classifieds, Business, or more	Comply
Frequency: Every month depending on the requirement	Comply
Weekday and Weekend Rates	P110.00 per col. cm.
TERMS AND CONDITIONS	
Term: One (1) Year Publication Contract	
1. Newspaper provided by the publishing company must be classified as a broadsheet of general nationwide circulation	Comply
2. The payment shall be based on the actual print ad placements only, which shall not exceed the total contract price in the amount of Two Million Pesos (Php2,000,000.00).	Comply
3. The materials to be published shall be provided by PAGCOR through the Assistant Vice President (AVP) of the Bids and Awards Services Department (BASD).	Comply
4. The materials to be published shall be given to the company within the cut-off period as provided by the publishing company.	Comply
5. All rates provided by the publishing company per size of advertisement shall be fixed and no increase shall be allowed for the duration of the contract.	Comply

6. The winning bidder shall provide BASD with one (1) copy of the published ad as proof of publication.	<i>Comply</i>
7. Payable within Fifteen (15) days from receipt of Billing and issuance of Certificate of Acceptance.	<i>Comply</i>

Schedule	Technical Description	Cost per insertion (VAT-Exclusive, Zero-Rated Transaction) Fixed Rates for One (1) Year (Please state amount in words and figures)
To commence on the effectivity date specified in the Notice to Proceed	SIZE: 3 col x 18 cm	Amount in Figure: PHP <u>5,940.00</u> Amount in Words: <u>Five Thousand Nine Hundred Forty Pesos.</u>
	SIZE: 3 col x 20 cm	Amount in Figure: PHP <u>6,600.00</u> Amount in Words: <u>Six Thousand Six Hundred Pesos.</u>
	SIZE: 3 col x 25 cm	Amount in Figure: PHP <u>8,250.00</u> Amount in Words: <u>Eight Thousand Two Hundred Fifty Pesos.</u>
	SIZE: 3 col x 30 cm	Amount in Figure: PHP <u>9,900.00</u> Amount in Words: <u>Nine Thousand Nine Hundred Pesos.</u>
	SIZE: 3 col x 35 cm	Amount in Figure: PHP <u>11,550.00</u> Amount in Words: <u>Eleven Thousand Five Hundred Fifty Pesos.</u>
	SIZE: 4 col x 17 cm	Amount in Figure: PHP <u>7,480.00</u> Amount in Words: <u>Seven Thousand Four Hundred Eighty Pesos.</u>
	SIZE: 3 col x 40 cm	Amount in Figure: PHP <u>13,200.00</u> Amount in Words: <u>Thirteen Thousand Two Hundred Pesos.</u>

	SIZE: 4 col x 40 cm	Amount in Figure: PhP <u>17,600.00</u> Amount in Words: <u>Seventeen Thousand, Six Hundred Pesos.</u>
	SIZE: 5 col x 32 cm	Amount in Figure: PhP <u>17,600.00</u> Amount in Words: <u>Seventeen Thousand, Six Hundred Pesos.</u>
	SIZE: 6 col x 30 cm	Amount in Figure: PhP <u>19,800.00</u> Amount in Words: <u>Nineteen Thousand, Eight Hundred Pesos.</u>

PERFORMANCE SECURITY: To guarantee the faithful performance of the **CONTRACTOR** of all of its obligations under this Contract, the winning supplier shall provide a Performance Security in any of the following forms:

Allowable Form of Performance Security	Percentage Amount of the Contract Price
Retention Money or Cash [PAGCOR shall deduct five percent (5%) retention money for every progress payment provided that it should not exceed five percent (5%) of the contract price]	Five Percent (5%)
Cashier's/manager's check issued by a Universal or Commercial Bank;	
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, Provided however that if issued by a foreign bank, it shall be duly confirmed by a Universal or Commercial Bank; or	
Surety Bond (which is acceptable to PAGCOR) issued by a surety or insurance company duly certified by the Insurance Commission to issue said security specific for the project.	Thirty Percent (30%)

PAYMENT SCHEDULE: Payable monthly or within Fifteen (15) calendar days upon receipt of Billing/Sales Invoice.

PUBLICATION PERIOD: Contract for One (1) Year to commence on the effectivity date specified in the Notice to Proceed

CONTACT PERSON/ CONTACT DETAILS: Ms. Czarina Fe R. Sales, Sr. Administrative Assistant, BASD at telephone numbers 521-1542 loc. 223 and/or 336-6906

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

ADDITIONAL REQUIREMENTS:

Together with the submission of the proposal/quotation kindly submit the following documents on the deadline for the Submission and Receipt of Quotations but in no case shall be later than sixty (60) calendar days from the Submission and Receipt of Quotations or the validity of the quotation:

1. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives

For corporations, partnerships and/or joint ventures, the submission of a Certificate of Filing Amended Articles of Incorporation/Partnership, shall also be accepted:

2. Valid Mayor's Permit issued by the city or municipality where the principal place of business of the bidder is located;
3. Valid Tax Clearance Certificate or a duly Notarized Certificate attesting that the supplier is free and clear from outstanding tax liabilities to the government or a duly Notarized Affidavit of Disclosure of Tax Assessment/s with Undertaking (pls. refer to attached template), whichever is applicable.

The submission of a valid Tax Clearance Certificate, as finally reviewed and approved by the Bureau of Internal Revenue (BIR), is a pre-requisite for the processing of payment (please refer to the attached draft Annex A – Terms and Conditions of the Purchase Order);

4. Latest Income Tax Return either manually or electronically filed and paid through the Electronic Filing Payment System (EFPS) per Executive Order (E.O.) 398, Revenue Regulation (RR) 03-2005 and Revenue Memorandum Circular (RMC) 16-2005. In case of manually filed and paid tax returns, a certified true copy (originally stamped as "Certified True Copy" and not scanned or photocopy) from either SEC or BIR of said tax returns should be submitted;

Note: The latest Income Tax Return (ITR) shall be the ITR for the preceding year, whether Calendar or Fiscal

5. Latest Business Tax Returns either manually or electronically filed and paid through the EFPS per E.O. 398, RR 03-2005 and RMC 16-2005. In case of manually filed and paid tax returns, a certified true copy (originally stamped as "Certified True Copy" and not scanned or photocopy) from either SEC or BIR of said tax returns should be submitted;

Note: The latest Business Tax Returns shall refer to the VAT or Percentage Tax filed and paid covering the previous (6) months before the date of Submission, Receipts, Opening and Preliminary examination of bids.

6. Valid Philippine Government Electronic Procurement System (PhilGEPS) Registration Certificate; and
7. A duly notarized Secretary's Certificate (in case of corporations, partnerships or joint ventures) or a Special Power of Attorney (in case of Sole Proprietor) attesting that the signatory is the duly authorized and designated representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the procurement activity.

NOTES:

1. Bidders shall provide correct and accurate information required in this form.
2. Quotations submitted exceeding the Approved Budget for the Contract for the lot/s participated shall be rejected.
3. The prices quoted are to be paid in Philippine Currency.
4. All prices quoted are INCLUSIVE of all applicable duties, government permits, fees, and other charges relative to the acquisition and delivery of items to PAGCOR, but should be VAT-Exclusive, Zero-Rated.
5. For the purpose of standardization of offer/quotations, this RFQ Form will prevail over all kinds and forms of quotation. In case of price discrepancy over the amounts in words and in figures, the amount in words will prevail.
6. Award of contract shall be made to the single calculated offer which complies with the minimum technical specifications and other terms and conditions stated herein.
7. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by you or any of your duly authorized representative/s.
8. PAGCOR shall have the right to inspect and/or to test the goods to confirm their conformity to the technical specifications.
9. The winning supplier agrees to pay a penalty of at least equal to one-tenth of one percent (1/10 of 1%) of the cost of the unperformed portion for every day of delay, including non-working days (i.e. Saturday and Sunday), legal holidays or special non-working holidays. PAGCOR shall rescind the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.
10. Other terms and conditions relative to the project are provided in the attached draft Service Contract.

BIDDER'S COMMITMENT:

We hereby agree and bind ourselves to the terms and conditions herein specified, to the manner of procurement and evaluation set up by the Bids and Awards Committee, to the provisions of the attached draft Service Contract and to the rules and regulations of the Government and PAGCOR.

We understand that PAGCOR is not bound to accept the lowest or any quotation it may receive.

Very truly yours,

C. Camarse
CYNTHIA R. CAMARSE
Signature over Printed Name

Date: December 17, 2015

TIN: 129-486-468

Position: Account Manager

Company Represented:
The Manila Times

TIN: 218-487-141 000

Address / Tel. No. / Fax No.
2F Sitio Grande Bldg., 409 A-Sombrero Ave.
Intramuros, Manila

T - 524-5664 to 67 loc. 121; 223
310-5895; 310-5582

F - 310-5895; 310-5582