

## 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, Fifth (5<sup>th</sup>) Floor, New Coast Hotel Manila, M.H Del Pilar cor. Pedro Gil Sts. Malate, Manila, represented in this act by its Chairman and Chief Executive Officer, **ANDREA D. DOMINGO**, hereinafter referred to as "**PAGCOR**";

-and-

**COVER AND PAGES CORPORATION** a corporation duly organized and existing under the laws of the Republic of the Philippines with office address at 2763 Silang St. Sta Ana, Metro Manila, represented in this act by its Account Executive, **RODULFO S. ANOTA**, duly authorized for this purpose by a Secretary's Certificate dated September 15, 2020, hereto attached as Annex "A", hereinafter referred to as the "**SUPPLIER**".

### ANTECEDENTS:

**WHEREAS**, **PAGCOR** has a requirement for the Supply and Delivery of 2021 **PAGCOR** Wall and Desk Calendars under ITB No. PB20-08-045COR;

**WHEREAS**, **PAGCOR** conducted a Public Bidding in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations on August 26, 2020 for the procurement of the Project;

**WHEREAS**, the **SUPPLIER** has submitted the lowest calculated responsive bid for the Project;

**WHEREAS**, **PAGCOR** has accepted the bid of the **SUPPLIER**, subject to the terms and conditions hereunder stipulated;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements hereunder specified, **PAGCOR** and the **SUPPLIER** 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 **SUPPLIER** shall undertake the Supply and Delivery of 2021 **PAGCOR** Wall and Desk Calendars with the following technical specifications:

<b>Specifications</b>	
<b>SUPPLY AND DELIVERY OF 2021 PAGCOR WALL AND DESK CALENDARS</b>	
<b>A. 2021 PAGCOR WALL CALENDARS</b>	
Quantity:	8,000 pieces
Cut Size:	18" x 24"
Number of Leaves:	14 leaves including cover
Paper Stock:	IMP Coated Paper C2S 140# (180 gsm)
Printing:	Full-color, one-side printing
<b>BACKBOARD</b>	
Paper Stock:	Chipboard #50 (or thicker)
Size:	18" x 4"
<b>BINDING:</b>	
	3-is-to-1 double-loop James Burn Wire with single hanger that runs all the width of the calendar (18"); size of James Burn Wire is 1mm, 1/2" coil diameter, color black
<b>ORIENTATION:</b>	
	Portrait
<ul style="list-style-type: none"> <li>• Artworks will be supplied by <b>PAGCOR</b> in PDF (Portable Document Format) in a CD or DVD</li> <li>• <b>Packaging Requirements:</b> <ul style="list-style-type: none"> <li>➢ All wall calendars shall be wrapped/ packaged in brown craft paper</li> <li>➢ Each package shall contain twenty-five (25) pieces wall calendar</li> </ul> </li> </ul>	
<b>B. 2021 PAGCOR DESK CALENDARS</b>	
Quantity:	2,250 pieces
<b>COVER PAGE</b>	
Cut Size:	9" x 6.5"
Number of Leaves:	One (1) leaf back-to-back
Paper Stock:	Matte C2S 220# (300 gsm)
Printing:	Full-color with UV lamination on both sides
<b>INSIDE PAGES</b>	
Cut Size:	9" x 6.5"
Number of Leaves:	13 leaves back-to-back



Paper Stock:	Matte 220# (300 gsm)
Printing:	Full-color on both sides, with UV lamination on one side
PASTEBOARD STAND - Cut Size:	Folded 9" x 7.5" x 3.5" Spread 9" x 18.5"
Stock:	Stand pasteboard #30 with imitlin (black) wrapping
Printing:	Silver stamping on one side of pasteboard standee wrapping
BINDING:	A pair of 1" wide double-loop James Burn Wire (size: 1mm, 5/8" coil diameter, color black) that runs all the width of the calendar
ENVELOPE Paper Stock:	Book 80 lbs (110 gsm), color white
Folded Size:	9.75" x 8.5"; flap 2"
Spread (die-cut) Size:	11.25" x 18"
Printing:	One color print on two locations (flap and back)
Other Specification:	Die-cutting, folding, and pasting
ORIENTATION:	Landscape
<ul style="list-style-type: none"> <li>• Artworks will be supplied by PAGCOR in PDF (Portable Document Format) in a CD or DVD</li> <li>• Desk calendar should be placed inside the envelope when delivered</li> <li>• <b>Packaging Requirements:</b> <ul style="list-style-type: none"> <li>➢ All desk calendars shall be wrapped/ packaged in brown craft paper</li> <li>➢ Each package shall contain ten (10) pieces desk calendar</li> </ul> </li> </ul>	
<b>ADDITIONAL REQUIREMENTS:</b>	
<ol style="list-style-type: none"> <li>1. Samples of previous works: <ul style="list-style-type: none"> <li>• Two (2) pieces wall calendar (full-color print); and</li> <li>• Two (2) pieces desk calendar (full-color print)</li> </ul> </li> <li>2. Samples of each of the following paper stocks (A4 size) placed in a small brown envelope and properly labeled: <ul style="list-style-type: none"> <li>• One (1) piece of IMP Coated Paper C2S 140# (180 gsm);</li> <li>• One (1) piece of Chipboard #50 (or thicker);</li> <li>• One (1) piece of Matte 220# (300 gsm);</li> <li>• One (1) piece of Book 80 lbs (110 gsm) color white; and</li> <li>• One (1) piece of Stand pasteboard #30 with imitlin (black) wrapping</li> </ul> </li> </ol>	

**ADDITIONAL CONDITIONS:**

1. The **SUPPLIER** should have printing equipment capable of full-color (4/4) offset printing in one pass.
2. The **SUPPLIER** shall be required to submit press proof of the following using actual paper stock:

For the 2021 PAGCOR Wall Calendars:

- All 14 leaves including cover
- Cut size: 18" x 24"
- Paper stock: IMP coated paper C2S 140# (180 gsm)

For the 2021 PAGCOR Desk Calendars:

- Cover page
- 13 leaves back to back of the inside pages
- Cut size: 9" x 6.5"
- Paper stock: Matt 220# (300 gsm)
- Pastebord stand wrapped with imitlin (black) wrapping
- Envelope with print on flap and back

The **SUPPLIER** must submit the press proof within seven (7) calendar days after acceptance of artwork for approval of CCD prior to mass production.

The press proof submitted by the **SUPPLIER** must satisfy the following evaluation criteria:

- Compliance to the size requirement
- Compliance to the number of leaves
- Compliance to the paper stock requirements
- Adherence to color compared to the proof which will be provided by **PAGCOR**

2. The total contract price shall be in the amount of One Million Sixty-Three Thousand Seven Hundred Fifty Pesos (PhP1,063,750.00), VAT Exclusive, Zero-rated transaction, with breakdown as follows:

**PAGCOR** and the **SUPPLIER** agree that the contract price already includes all applicable taxes, fees and charges required by the government. The **SUPPLIER** 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 **SUPPLIER** shall complete the supply and delivery of said items within thirty (30) calendar days from the date of receipt of the **SUPPLIER** of the Notice to Proceed or not later than November 15, 2020 (whichever comes first). The **SUPPLIER** shall deliver at the **PAGCOR MIA Complex, Nayong Pilipino Theme Park, MIA Road, Pasay City**.



4. **PAGCOR** shall pay the total amount of One Million Sixty-Three Thousand Seven Hundred Fifty Pesos (PhP1,063,750.00), VAT Exclusive, Zero-rated transaction, based on the following schedule:

99% of the costs of the items delivered subject to <b>PAGCOR's</b> acceptance [Issuance of the Inspection and Acceptance Report (IAR)] in writing of the items described in the PO.	One Million Fifty-Three Thousand One Hundred Twelve Pesos and 50/100 (PhP1,053,112.50)
1% Retention of the items delivered to be paid after <b>three (3) months</b> from the formal acceptance (issuance of the IAR), if and when no patent and latent defects are noted (issuance of a Certificate of No Patent and Latent Defects).	Ten Thousand Six Hundred Thirty-Seven Pesos and 50/100 (PhP10,637.50)

OR

100% of the costs of the items delivered provided that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met; subject to <b>PAGCOR's</b> acceptance (issuance of the IAR) in writing of the items described in this Contract and upon submission of a Special Bank Guarantee equivalent to at least one percent (1%) of the total contract price valid for <b>three (3) months</b> from issuance of the IAR.	One Million Sixty-Three Thousand Seven Hundred Fifty Pesos (PhP1,063,750.00)
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5. The **SUPPLIER** shall complete the supply and delivery of goods within the time agreed by both parties. Should the **SUPPLIER** incur delay in its performance, it shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, **PAGCOR** shall have the option to rescind the contract, without prejudice to other courses of action and remedies open to it.

In case the **SUPPLIER** still fails to deliver the item after the lapse of seven (7) calendar 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 **SUPPLIER** 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 **SUPPLIER** 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. The defective items / requests for technical support shall be replaced within seven (7) calendar days from receipt of notice. Failure to replace the defective items and/or provide the required technical support within the same period shall make **SUPPLIER** liable for a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay, including Sundays and Holidays.



- e. **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.
- f. It shall pay taxes in full and on time, failure to do so will entitle **PAGCOR** to suspend payment.
- g. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by the **SUPPLIER**, a warranty security shall be required from the **SUPPLIER** for a minimum period of **three (3) months** from the date of delivery or acceptance of goods.
- h. 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.
- i. 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.
15. To guarantee the faithful performance of the **SUPPLIER** under this Contract, it shall post a Performance Security prior to the execution of the Contract, in accordance with any of the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Required Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	<p style="text-align: center;"><b>Five Percent (5%)</b></p> <p>Fifty-Three Thousand One Hundred Eighty-Seven Pesos and 50/100 (PhP53,187.50)</p>
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security specific to the contract awarded.	<p style="text-align: center;"><b>Thirty Percent (30%)</b></p> <p>Three Hundred Nineteen Thousand One Hundred Twenty-Five Pesos (PhP319,125.00)</p>

The Performance Security shall remain valid during the entire contract duration and shall be released only after the issuance of the Certificate of Final Acceptance (issuance of the IAR); Provided that **PAGCOR** has no claims filed against the contract awardee or the surety or insurance company and it has no claims for labor and materials filed against the contractor.

IN WITNESS WHEREOF, the parties have signed these presents on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 at \_\_\_\_\_.

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

**COVER AND PAGES CORPORATION**  
TIN: 000-348-717-000

Represented by:

Represented by:



**ANDREA D. DOMINGO**  
Chairman and Chief Executive Officer  
TIN: 118-684-814

**RODULFO S. ANOTA**  
Account Executive  
TIN:

Witnessed in the presence of:



REGISTRATION  
DEPARTMENT

2020 DEC 01 04:44PM





**ACKNOWLEDGEMENT**

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


BEFORE ME, a Notary Public for and in City of CITY OF MANILA, Philippines, this  
\_\_\_\_\_ day of DEC 01 2020, 2020, personally appeared:

NAME	ID ISSUED AT/ON
ANDREA D. DOMINGO	PASSPORT NO. P7681573A DATE OF ISSUANCE: JUNE 26, 2018 VALID UNTIL: JUNE 25, 2028 PLACE OF ISSUANCE: DFA-MANILA

known to me and known to be the same person who execute the foregoing instrument consisting of ten (10) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is her free and voluntary act and deed and that of the Corporation she represents.

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

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Page No. 35  
Book No. V  
Series of 2020.

  
**EMMANUEL A. PALADO, JR.**  
 NOTARY PUBLIC  
 FOR AND IN THE CITY OF MANILA  
 6<sup>TH</sup> FLR. NEW WORLD MANILA BAY HOTEL & CASINO  
 M.H. 091 79LAR ST. MALATE, MANILA  
 LICENSE NO. 2019-1055/NTL, DEC. 31, 2020  
 REG. BY: 7109400 MANILA CHAPTER  
 MCLE CODE: 14-1-1, SEC. 11001449812/NTL, 4-14-2021  
 PTR NO. 0637692/VALID 12/31/2020

*Handwritten initials*

*Handwritten mark*





REPUBLIC OF THE PHILIPPINES)  
CITY / MUNICIPALITY OF QUEZON CITY

AUTHORITY OF SIGNATORY

SECRETARY'S CERTIFICATE

I, Jose Marie Niño Crisologo, a duly elected and qualified Corporate Secretary of Cover and Pages Corporation, a corporation duly organized and existing under and by virtue of the law of the Philippines, with principal office and place of business at 2763 Silang Street Sta. Ana Manila DOHEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the Regular/Special meeting of the Board of Directors of the said Corporation duly convened and held on September 14, 2020 at which meeting a quorum was present and acting throughout, the following resolution was unanimously approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

(Resolution No. 034-0055)

RESOLVED, that Cover and Pages Corporation be, as it is hereby is, authorized to participate in the bidding of the "Supply and Delivery of 2021 PAGCOR Wall and Desk Calendars; under ITB No.: PB20-08-045COR" by the Philippine Amusement and Gaming Corporation and that if awarded the project shall enter into a contract with the PAGCOR; and in connection therewith hereby appoint Mr. Rodolfo S. Anota acting as duly authorized and designated representatives of Cover and Pages Corporation, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent Cover and Pages Corporation in the bidding as fully and effectively as the Account Executive might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I/ We have hereunto set my/our hands this SEP 15 2020 day of September 2020 at Manila.

JOSE MARIE NIÑO M. CRISOLOGO

Corporate Secretary

SUBSCRIBED AND SWORN to before me this SEP 15 2020 day of September 2020 at QUEZON CITY, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her Driver's License with no. N03-00-281522 and his Community Tax Certificate No. CC12010 12037844 issued on January 18, 2020 at Manila.

Witness my hand and seal this SEP 15 2020 day of September 2020.

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Arillan  
ATTY. CONCEPCION V. VILLANUEVA  
Notary Public for Quezon City  
Until December 31, 2021  
PTR No. 0290041 - 1-2-2020 DC  
IBP No. 002585 - 10-23-2019 DC  
Roll No. 30457 - 05-09-80  
MCLE VI - 0030373  
Adm. Matter No. NP-001/2020  
TIN No. 131042704

COVER & PAGE  
CORPORATION  
CORPORATE SECRETARY

