

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 Casino Filipino – Angeles, Mac Arthur Highway, Balbago, Angeles City, represented in this act by its General Manager, **REDENTOR T. RIVERA**, hereinafter referred to as "PAGCOR";

-and-

MG SERRANO ENTERPRISE a sole proprietorship duly organized and registered under the laws of the Republic of the Philippines, with office address at 1337 Pau Street, Calulut, City of San Fernando, Pampang, represented in this act by its Owner, **MARVIN SERRANO**, hereinafter referred to as the "SUPPLIER".

RECITALS:

WHEREAS, PAGCOR has a requirement for the Supply and Delivery of Various Ink Cartridges and Ribbons for Various Printers under ITB No. PB20-09-012ANG;

WHEREAS, PAGCOR conducted a procurement through the use of Public Bidding in accordance with *Republic Act 9184 (Government Procurement Reform Act)* and its *Revised Implementing Rules and Regulations* for the procurement of the Goods;

WHEREAS, the SUPPLIER has submitted the single calculated and responsive bid for the Goods;

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 Various Ink Cartridges and Ribbons for Various Printers under ITB No. PB20-09-012ANG with the following technical specifications:

1 Supply and Delivery of Various Ink Cartridges and Ribbons for Various Printers under ITB No. PB20-09-012ANG

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ITEM No.	DESCRIPTION	Quantity
1	EPSON INK TANK, 003 BLACK	240 pcs
2	EPSON INK TANK, 003 CYAN	156 pcs
3	EPSON INK TANK, 003 YELLOW	156 pcs
4	EPSON INK TANK, 003, MAGENTA	156 pcs
5	EPSON INK TANK, T664 BLACK	108 pcs
6	EPSON INK TANK, T664 CYAN	68 pcs
7	EPSON INK TANK, T664 YELLOW	68 pcs
8	EPSON INK TANK, T664 MAGENTA	68 pcs
9	EPSON INK TANK, T774 BLACK	24 pcs
10	HP INK CATRIDGE, 46 BLACK	12 pcs
11	HP INK CATRIDGE, 46 TRI-COLORED	6 pcs
12	HP INK CATRIDGE, 678 BLACK	100 pcs
13	HP INK CATRIDGE, 678 TRI-COLORED	50 pcs
14	HP INK CATRIDGE, 704 BLACK	50 pcs
15	HP INK CATRIDGE, 704 TRI-COLORED	30 pcs
16	TALLY GENICOM 6800 SERIES LINE PRINTER RIBBON (4 PCS/BOX)	5 box

Additional Terms and Conditions:

Expiration: Must be not less than 18 months from date of delivery

Delivery: In two (2) tranches within one (1) year

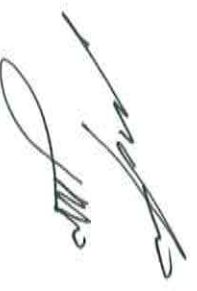
Offsetting/Changes in any items and other slow-moving variants should be considered, and cost must be equal to the total cost of the items to be exchanged.

2. The total contract price shall be in the amount of **Seven Hundred Eighty-Seven Thousand Seven Hundred Pesos (P 787,700.00)**, VAT Exclusive, Zero-Rated transaction based on the following:

ITEM No.	DESCRIPTION	Quantity	Unit Price	Total Amount
1	EPSON INK TANK, 003 BLACK	240 pcs	P 415.00	P 99,600.00
2	EPSON INK TANK, 003 CYAN	156 pcs	P 460.00	P 71,760.00
3	EPSON INK TANK, 003 YELLOW	156 pcs	P 460.00	P 71,760.00
4	EPSON INK TANK, 003, MAGENTA	156 pcs	P 460.00	P 71,760.00
5	EPSON INK TANK, T664 BLACK	108 pcs	P 415.00	P 44,820.00
6	EPSON INK TANK, T664 CYAN	68 pcs	P 460.00	P 31,280.00
7	EPSON INK TANK, T664 YELLOW	68 pcs	P 460.00	P 31,280.00
8	EPSON INK TANK, T664 MAGENTA	68 pcs	P 460.00	P 31,280.00

2 Supply and Delivery of Various Ink Cartridges and Ribbons for Various Printers under ITB No. PB20-09-012ANG

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9	EPSON INK TANK, T774 BLACK	24 pcs	₱ 1,280.00	₱ 30,720.00
10	HP INK CARTRIDGE, 46 BLACK	12 pcs	₱ 1,280.00	₱ 15,360.00
11	HP INK CARTRIDGE, 46 TRI-COLORED	6 pcs	₱ 1,280.00	₱ 7,680.00
12	HP INK CARTRIDGE, 678 BLACK	100 pcs	₱ 680.00	₱ 68,000.00
13	HP INK CARTRIDGE, 678 TRI-COLORED	50 pcs	₱ 680.00	₱ 34,000.00
14	HP INK CARTRIDGE, 704 BLACK	50 pcs	₱ 730.00	₱ 36,500.00
15	HP INK CARTRIDGE, 704 TRI-COLORED	30 pcs	₱ 730.00	₱ 21,900.00
16	TALLY GENICOM 6800 SERIES PRINTER RIBBON (4 PCS/BOX)	5 box	₱ 24,000.00	₱ 120,000.00

Additional Terms and Conditions:

Expiration: Must be not less than 18 months from date of delivery

Delivery: In two (2) tranches within one (1) year

Offsetting/Changes in any items and other slow-moving variants should be considered, and cost must be equal to the total cost of the items to be exchanged.

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 items within forty-five (45) weeks as indicated in the Technical Specification. The SUPPLIER shall deliver at Casino Filipino – Angeles, Mac Arthur Highway, Balibago, Angeles City.

4. PAGCOR shall pay the total amount of **Seven Hundred Eighty-Seven Thousand Seven Hundred Pesos (₱ 787,700.00)**, VAT Exclusive, Zero-Rated transaction

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 items from the supposed date of delivery, as indicated in the Technical Specification and Monitoring Schedule, 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 shall be replaced within seven (7) calendar days upon receipt of notice. Failure to replace the defective items 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.
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 Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	<u>Five Percent (5%)</u> Thirty-Nine Thousand Three Hundred Eighty-Five Pesos (P 39,385.00)
(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.	<u>Thirty Percent (30%)</u> Two Hundred Thirty-Six Thousand Three Hundred Ten Pesos (P 236,310.00)
(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.	

In case the SUPPLIER posted a Bid Security in the form of Cash, Cashier's or Manager's Check, the same may be utilized as additional payment to complete the amount of the performance security.

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 (PAGCOR)

TIN: 033-000-887-972

Represented by:

Redentor T. Rivera
REDEDNTOR T. RIVERA
General Manager
CF Angeles
Passport No. P6055621A
Validity: February 15, 2028

MG SERRANO ENTERPRISE

TIN : 182-372-216-000

Represented by:

Marvin G. Serrano
MARVIN G. SERRANO
Owner
Valid ID No.: DL# C10-03-0185-460
Valid Until: October 29, 2022

Signed in the presence of:

[Signature]

Joyvie Serrano
Joyvie Serrano

[Signature]

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of ANGELLES CITY, on this DECEMBER 31, 2020, 2020, personally appeared the following with their respective Government ID Numbers, to wit:

NAME:

Government ID No.

REDEDNTOR T. RIVERA

Passport No. P6055621A
Issued Date: February 16, 2018
Place of Issue: DFA Pampanga
Validity: February 15, 2028

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both known to me to be the same persons who executed the foregoing Purchase Contract consisting of eight (8) pages including the page on which this Acknowledgment is written, and who acknowledged to me that the same is their free and voluntary act and deed as well as the free voluntary act and deed of the entities they respectively represent.

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

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Page No. 23
Book No. 42
Series of 2020.

ATTY. ROMEZ L. YUSI JR.
Notary Public/udell December 31, 2021
Certificate No. 2019-774/Angelès City
E-Office: Puroc & Magalang
Notary Seal/ECAT/14277204/2019/A.C. 979A
Notary No. 0211071106.11.2019/PASSID City
Notary Seal/ECAT/14277204/2019/A.C. 4827B
Notary No. 0211071106.11.2019/PASSID City

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