

## AGREEMENT

This Agreement 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 No. 1869, as amended, with office address at the PAGCOR Casino Filipino-Cebu, Waterfront Hotel & Casino, Salinas Drive, Lahug, Cebu City, represented in this act by OIC/Branch Manager **MA. CONSOLACION A. PASION**, as duly delegated by the Board of Directors, hereinafter referred to as "PAGCOR"

- and -

**MANUBAG'S GARDEN**, a sole proprietorship, with office address at Zone 2, Dumlog, Talisay City, Cebu, represented in this act by its owner, **ALEJANDRA W. MANUBAG**, hereinafter referred to as the "CONTRACTOR".

Each of PAGCOR and the CONTRACTOR may be referred to as the "Party" or "Parties" collectively.

### RECITALS:

**WHEREAS**, PAGCOR has a requirement for a Live Plants Rental for Two (2) Years under ITB No. SV20-10-017CEB;

**WHEREAS**, considering that all requisites were met, PAGCOR, pursuant to the Branch Bids and Awards Committee's recommendation dated November 25, 2020, and approved by its OIC/Branch Manager on November 26, 2020 procured a Live Plants Rental for Two (2) Years requirement through negotiated procurement (small value) based on Implementing Rules and Regulations of Republic Act No. 9184;

**WHEREAS**, the CONTRACTOR has submitted the single calculated responsive quotation to undertake the services;

**WHEREAS**, PAGCOR has accepted the proposal of the CONTRACTOR, 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, the parties hereby enter into this Contract under the following terms, conditions and stipulations:

### ARTICLE I SCOPE OF UNDERTAKING

The CONTRACTOR shall undertake to provide PAGCOR with live plants to be placed at designated areas of Casino Filipino-Cebu and its Satellites, to wit:

Quantity	Items Description	Location
28 pieces	4 feet up plants w/ pot	Main
20 pieces	2-3 feet plants w/ pot	
10 pieces	Small plants w/ pot	
3 pieces	Fountain plants w/ pot	

18 pieces	4 feet up plants w/ pot	Mactan
10 pieces	2-3 feet plants w/ pot	
8 pieces	4 feet up plants w/ pot	Parkmall
8 pieces	2-3 feet plants w/ pot	
8 pieces	4 feet up plants w/ pot	Crown
8 pieces	2-3 feet plants w/ pot	
8 pieces	4 feet up plants w/ pot	Talisay
8 pieces	2-3 feet plants w/ pot	

**ARTICLE II  
SUPPLY OF ADDITIONAL PLANTS**

In case of special occasions or events, PAGCOR may request the CONTRACTOR to provide additional indoor plants to be exclusively used for that specific special occasion or event, free of charge.

**ARTICLE III  
CONTRACT AMOUNT AND SCHEDULE OF PAYMENT**

The total contract price for the Services shall be **NINE HUNDRED NINETY-NINE THOUSAND SIX HUNDRED PESOS (PHP 999,600.00)**, VAT Exclusive, Zero-Rated Transaction.

PAGCOR shall pay the CONTRACTOR a monthly fee, upon the submission by the CONTRACTOR of a monthly billing statement, in the amount of **FORTY-ONE THOUSAND SIX HUNDRED FIFTY PESOS (PHP 41,650.00)** within fifteen (15) calendar days from receipt of the monthly billing statement together with the required and necessary documents.

Both parties agree that the total price stated herein 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 price herein agreed shall not be subject to any increase or upward adjustment for any reason or cause whatsoever.

**ARTICLE IV  
OWNERSHIP**

The ownership over the Plants covered by this Agreement remains with the CONTRACTOR. Thus, risk of loss or deterioration thereof shall at all times be borne by the CONTRACTOR, unless such loss is directly due to the fault or negligence of PAGCOR, its employees or agents.

*Mano*

*[Signature]*

*[Signature]*

**ARTICLE V  
PERFORMANCE SECURITY**

The **CONTRACTOR** shall post a Performance Security (The "Security"), for the benefit of **PAGCOR**, conditioned on the former's compliance with all of its obligations under this Service Contract, prior to the signing of the Service Contract, in accordance with any of the following schedule:

Forms of Performance Security	Amount of the Performance Security (Percentage of the Total Contract Price)
Cash, cashier's/manager's check issued by a Universal or Commercial Bank;	Five Percent (5%)
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	Forty-Nine Thousand Nine Hundred Eighty Pesos (PhP 49,980.00)
Surety Bond (which is acceptable to <b>PAGCOR</b> ) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Thirty Percent (30%) Two Hundred Ninety-Nine Thousand Eight Hundred Eighty Pesos (PhP 299,880.00)

The Performance Security shall remain valid until issuance of the final Certificate of Acceptance. It may be released only after the issuance of the Certificate of Acceptance of the Services, provided that there are no claims filed against the **CONTRACTOR** or the surety company.

*Manila*

**ARTICLE VI  
TERM**

This Agreement shall be for a period of two (2) years commencing on the effectivity date provided in the Notice to Proceed. Within the said period, **PAGCOR** may terminate the Agreement with or without cause, without need of judicial intervention, and without incurring any liability, upon thirty (30) calendar days written notice to the **CONTRACTOR**.

**ARTICLE VII  
MAINTENANCE OF PLANTS**

The **CONTRACTOR** shall be responsible for the maintenance of the indoor plants in the premises of the **PAGCOR**, which shall include but not limited to, the watering, fertilizing and pruning thereof and ensure that they are kept in good condition.

Watering of the plants every Wednesdays and Saturdays. Fertilizing and pruning thereof may be done as the lessor deems necessary.

END USER

RBAC CHAIRMAN/CHAIRMAN

*[Handwritten Signature]*

In the event that the **PAGCOR** determines that any of the indoor plants is not in good condition, the **CONTRACTOR** shall replace the same with that of an equivalent or of greater specification, within forty eight (48) hours from receipt of notice from the **PAGCOR**.

In the event that **PAGCOR** determines that any of the indoor plants has ceased to be in good condition, **PAGCOR** shall immediately notify the **CONTRACTOR**. The **CONTRACTOR** shall thereupon replace said deteriorating plant within forty eight (48) hours from the receipt of notice from **PAGCOR** with an indoor plant equivalent or of greater specification.

#### ARTICLE VIII DAMAGES FOR DELAY

Should **CONTRACTOR** incur delay in replacement of plants in accordance with Article VI, the **CONTRACTOR** shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the contract to be rendered for each day of delay, including Sundays and Holidays, beyond the specific period.

In case **CONTRACTOR** still fails to replace the plants after the lapse of 30 days from the supposed date of replacement provided by **PAGCOR**, in addition to the penalties agreed upon, **PAGCOR** shall have the option to terminate the agreement.

#### ARTICLE IX NO EMPLOYEE - EMPLOYER 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 work herein agreed upon. It shall be responsible for all acts and omissions of its employees and of all persons allowed by it to have access to **PAGCOR**'s premises for any damage which may be caused to persons or property while remaining either casually or in business in any part of **PAGCOR**'s premises. Any 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 **AGREEMENT** 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.

#### ARTICLE X CLAIMS AND DISPUTES

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

If the parties fail to amicably settle their claims, differences or disputes, 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, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this **AGREEMENT** in its entirety or

in part and in cases arising after, or by reason of the declaration of nullity of this AGREEMENT in its entirety or in part.

#### ARTICLE XI DEFAULTS

In the event that any of the parties fail to comply in good faith with their undertakings, as set forth in this AGREEMENT, within the periods provided herein, the non-defaulting parties shall be released from their obligations under this AGREEMENT, 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 X 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.

#### ARTICLE XII MISCELLANEOUS PROVISIONS

In the event that the facts and circumstances arise or are discovered, which render this AGREEMENT 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 or conditions of this AGREEMENT shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party affected.

This AGREEMENT and the interests therein, may not be assigned or subcontracted to another without prior consent of the other party.

Any and all notices to be given pursuant to, or under this AGREEMENT, shall be sent to the party to whom the notice is 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 AGREEMENT, 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 this AGREEMENT. Nothing in this AGREEMENT 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 AGREEMENT, 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT shall be binding unless executed in writing by the parties.

This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be considered as an original and all together shall constitute one Contract.

IN WITNESS WHEREOF, the parties hereto have signed these presents on this day of 17 DEC 2020 at the City of ~~CEBU CITY~~ Philippines.

PHILIPPINE AMUSEMENT AND  
GAMING CORPORATION  
TIN No: 033-000-887-972

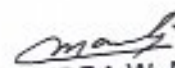
Represented by:

  
MA. CONSOLACION A. PASION  
TIN No. 102-017-029-000

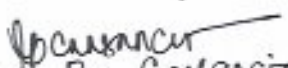
MANUBAG'S GARDEN

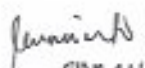
TIN No: 226-652-399-000

Represented by:

  
ALEJANDRA W. MANUBAG  
TIN No: 226-652-399-000

Signed in the presence of:

  
B. Consancio

  
JENNIFER SARMIENTO



ACKNOWLEDGMENT

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

BEFORE 7 DEC 2020 Public for and in the City of CEBU, on this 2020, personally appeared the following with their respective Government IDs, to wit:

NAME:	Government ID No.
MA. CONSOLACION A. PASION	SSS ID NO.03-9772404-4
ALEJANDRA W. MANUBAG	SSS ID NO.006-3003-426-8

Both known to me to be the same persons who executed the foregoing Agreement consisting of seven (7) pages, and who acknowledged to me that the same is their own free and voluntary act and deed as well as the free voluntary act and deed of the entities they represent.

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

Doc. No. 407  
Page No. 8  
Book No. 1120  
Series of 2020

*[Signature]*

**ATTY. RAUL L. PATOAY**  
 NOTARY PUBLIC CEBU CITY  
 UNTIL DEC. 31, 2020  
 PTR NO. 1465190/1-3-2020  
 ROLL NO. 44641  
 NOTARY COMM. 0121  
 LIFETIME NO. 07936  
 OFFC. D. JAKO SALEM ST. CEBU CI  
 BAYANIHAN BLDG, PROV. OF CEBU  
 MCLE COMPLIANCE VI 801020

*Manubag*

*[Signature]*