

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 Eighth (8th) Floor, PAGCOR Corporate Annex, Carmen Building, U.N. Avenue corner Orosa Street, Ermita, Manila represented in this act by the Assistant Vice-President, Procurement Department, **HERNANDO C. APIGO**, hereinafter referred to as "**PAGCOR**";

-and-

BIG PIX GRAPHIC SYSTEMS, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 8837 Sampaloc Street, San Antonio Village, Makati City, represented in this act by its Senior Sales Officer, **EMMALYN B. CAYUMO**, duly authorized for this purpose by a Secretary's Certificate dated November 6, 2017, hereto attached as Annex "A", hereinafter referred to as the "**SUPPLIER**".

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

ANTECEDENTS:

WHEREAS, PAGCOR has a requirement for the Supply and Delivery of Spare Parts for Mimaki Digital Printing Machine for the General Services and Engineering Department under ITB No. DC18-08-004COR;

WHEREAS, considering that all the requirements were met, **PAGCOR** conducted a Direct Contracting in accordance with Section 50 (c) of Republic Act No. 9184 (Government Procurement Reform Act) and its Revised Implementing Rules and Regulations for the procurement of the Project;

WHEREAS, the **SUPPLIER** has submitted the single calculated responsive quotation for the Project;


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

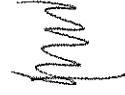
NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereunder specified, **PAGCOR** and the **SUPPLIER** hereby enter into this Purchase Contract, under the following terms, conditions and specifications:

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 Spare Parts for Mimaki Digital Printing Machine under ITB No. DC18-08-004COR with the following technical specifications:


VENER B. ARANZASO




ITEM DESCRIPTION	QUANTITY	Unit of Measurement (UOM)
Cap Assy (MP-M007389)	1	PC
S Pump Assy (M004868)	1	PC
Compression Damper (MP-M0006579)	8	PC
Wiper Kit 33 (SPC-0134)	2	PC
Joint Valve Assy (M006954)	8	PC
Head FFC Assy (M007622)	1	PC
lh47v-2g head unit assy (MP-M007947)	1	PC
Cutter Blade Asst (SPA-0107)	1	PC
Photo Sensor (SG113)	1	PC
Photo Sensor (MP-OJ-6505 N2)	1	PC

2. The total contract price shall be in the amount of **One Hundred Sixteen Thousand Four Hundred Pesos (PhP116,400.00)**, VAT Exclusive, Zero-Rated Transaction, broken down as follows:

ITEM DESCRIPTION	QUANTITY/ UOM	UNIT COST	TOTAL COST
Cap Assy (MP-M007389)	1 PC	PhP 8,400.00	PhP 8,400.00
S Pump Assy (M004868)	1 PC	PhP 4,200.00	PhP 4,200.00
Compression Damper (MP-M0006579)	8 PCS	PhP 2,000.00	PhP 16,000.00
Wiper Kit 33 (SPC-0134)	2 PCS	PhP 500.00	PhP 1,000.00
Joint Valve Assy (M006954)	8 PCS	PhP 700.00	PhP 5,600.00
Head FFC Assy (M007622)	1 PC	PhP 1,400.00	PhP 1,400.00
lh47v-2g head unit assy (MP-M007947)	1 PC	PhP 75,000.00	PhP 75,000.00
Cutter Blade Asst (SPA-0107)	1 PC	PhP 2,200.00	PhP 2,200.00
Photo Sensor (SG113)	1 PC	PhP 1,100.00	PhP 1,100.00
Photo Sensor (MP-OJ-6505 N2)	1 PC	PhP 1,500.00	PhP 1,500.00

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 price herein agreed shall be considered as fixed price, 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.


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3. The **SUPPLIER** shall complete within thirty (30) calendar days the supply and delivery of said items from the date of receipt of the **SUPPLIER** of the Notice to Proceed. The **SUPPLIER** shall deliver at PAGCOR Imus Complex, Bayan Luma VI, Imus, Cavite.

4. **PAGCOR** shall pay the total amount of **One Hundred Sixteen Thousand Four Hundred Pesos (PhP116,400.00)**, VAT Exclusive, Zero-Rated Transaction, based on the following schedule:

99% of the total contract price upon completion of the supply and delivery subject to PAGCOR's acceptance [Issuance of the Inspection and Acceptance Report (IAR)] in writing of the items described in the contract.	One Hundred Fifteen Thousand Two Hundred Thirty-Six Pesos (PhP115,236.00)
1% Retention to be paid after three (3) months 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 Defect).	One Thousand One Hundred Sixty-Four Pesos (PhP1,164.00)

OR

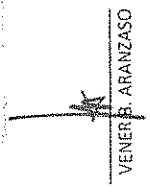
100% of the total contract price, provided that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met; subject to PAGCOR's acceptance (issuance of the IAR) in writing of the items described in the contract and upon submission of a Special Bank Guarantee equivalent to at least one percent (1%) of the total amount valid for three (3) months from issuance of the IAR	One Hundred Sixteen Thousand Four Hundred Pesos (PhP116,400.00)
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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.

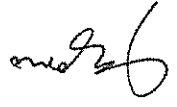
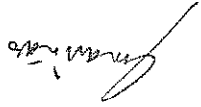
In case the **SUPPLIER** still fails to deliver the item after the lapse of thirty (30) days from the supposed date of delivery, in addition to the penalties agreed upon, **PAGCOR** shall have the option to terminate the Contract.

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 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.


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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 Request for Quotation, 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 the notice. Failure to replace the defective items within the same period shall make the **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 the manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by the **SUPPLIER**, a warranty shall be required from it for a minimum period of three (3) months from the date of delivery and acceptance of goods.
- h. The obligation for the warranty 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 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 _____, 2018 at _____.

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

BIG PIX GRAPHIC SYSTEMS, INC.
TIN: 229-025-719-00000

Represented by:



HERNANDO C. APIGO
Assistant Vice-President
Procurement Department
TIN: 210-735-638

Represented by:




EMMALYN B. CAYUMO
Senior Sales Officer
TIN: 500-295-664

Signed in the presence of:





CYNTHIA B. MATERNAS



VENER ARANZASO

ACKNOWLEDGEMENT

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


BEFORE ME, a Notary Public for and in the City of CITY OF MANILA, Philippines, this
_____ day of MAR 27 2018, 2018, personally appeared:

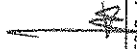
NAME	GOVERNMENT ID ISSUED
HERNANDO C. APIGO	PHIL. AMUSEMENT AND GAMING CORP. I.D. NO. 02-0129
	Issued at: Manila
	Date issued : 2002

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

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

Doc No. 139
Page No. 29
Book No. 3
Series of 2018.


ALIAH M. COMAGUL
 NOTARY PUBLIC
 IN AND FOR THE CITY OF MANILA
 6/F FLR, NEW WORLD MANILA BAY HOTEL & CASINO
 4011 DEL PILAR ST. MALATE, MANILA
 COMM. NO. T-100 UNTIL DEC. 31, 2018
 ROLL NO. 2008-2009-101071943
 NOT. REG. UNDER RA 9292 (Revised 2010)
 P.F. No. 11-11-11-11
 PTR NO. 7003324/JAN 05, 2018/MANILA


 VENER B. ARANZASO

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the City of MAKATI CITY, Philippines, this
day of 22 MAR 2018, 2018, personally appeared:

NAME	GOVERNMENT ID	PLACE OF ISSUE/ DATE OF ISSUE/ VALIDITY
EMMALYN B. CAYUMO	PHILIPPINE PASSPORT NO. P0046635A	DFA CAGAYAN DE ORO ISSUED ON AUGUST 25, 2016 TO EXPIRE ON AUGUST 24, 2021

known to me and known to be the same person who executed the foregoing instrument consisting of seven (7) 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.

R. Ramon
 RAYMOND A. RAMOS
 COMMISSION NO. M-277
 NOTARY PUBLIC FOR MAKATI CITY
 UNTIL DECEMBER 31, 2018
 NO. 15 J.P. RIZAL EXTN. COR. TANGUILE ST.
 COMEMBO, MAKATI CITY
 SC Reg. No. 6217904-26-2013
 IBP NO. 022957/01-04-2018/Pasig City
 PTR NO MKT-5945003.01-23-2017/MAKATI CITY
 MCLE Compliance No. V-0004514/10-31-2014

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Book No. 278
Series of 2018.

[Signature]
 VENER. B. ARANZASO

W

Annex "A"

SECRETARY'S CERTIFICATE

I, Ann Janette Co, a duly elected and qualified Board of Director of Big Pix Graphic Systems, Inc., a corporation duly organized and existing under and by virtue of the laws of the Philippines, DO HEREBY CERTIFY, that:

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

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on October 20, 2017 at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that Emmalyn B. Cayumo, as it hereby, authorized to participate in the bidding of Supply, delivery, installation, testing and commissioning of one (1) unit Digital Printing Machine complete with accessories and consumable requirements (cloth, ink and maintenance chemicals) by the Philippine Amusement and Gaming Corporation; and in connection therewith hereby appoint Emmalyn B. Cayumo, acting as duly authorized and designated representatives of Big Pix Graphic Systems, Inc., are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent Big Pix Graphic Systems, Inc., in the bidding as fully and effectively as the Authorized Representative 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 by virtue of;

RESOLVED FURTHER THAT the Big Pix Graphic Systems, Inc. hereby authorized its President to:

- (1) Execute a waiver of jurisdiction whereby the Authorized Representative hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
(2) Execute a waiver that Authorized Representative shall not seek and obtain writ of injunctions or prohibition or restraining order against the Philippine Amusement and Gaming Corporation or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said Big Pix Graphic Systems, Inc. this day 6 November, 2017.

Ann Janette Co
Corporate Secretary

REPUBLIC OF THE PHILIPPINES
CITY OF MAKATI

SUBSCRIBED AND SWORN to before me this 6 November, 2017 affiant exhibiting to me her Tin Number 117-412-105 Makati City.

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Page No. 76
Book No. 647
Series of 2017

ROBERT M. RAMIREZ

NOTARY PUBLIC
UNTIL DEC. 31, 2017
RP NO. 1052389 / 11-22-17 - Appointment
ROLL NO. 28947/MCLE-4 INC. 0006324/6-3-11
TR NO. MKT 5809552/1-5-17 MAKATI C.T.
115A MA. AURORA ST. MAKATI CITY

