

## 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 Eighth (8<sup>th</sup>) Floor, PAGCOR Corporate Annex Office, UN Ave cor. Maria Orosa St., Ermita, Manila, represented in this act by its Assistant Vice-President, Procurement Department, **CHRISTINE ROSE J. FERNANDEZ**, hereinafter referred to as "PAGCOR".

-and-

**SAKO INTERNATIONAL TRADING CORPORATION**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at Lot 23, Blk 1, Glowdell Avenue, FBIC Tikay, Malolos City, represented in this act by its Corporate Secretary, **CINDERELLA I. DOMINGO**, a copy of the duly notarized Secretary's Certificate dated July 1, 2020 is attached hereto as Annex "A", hereinafter referred to as the "SUPPLIER".

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

### ANTECEDENTS:

**WHEREAS**, PAGCOR has a requirement for the Supply and Delivery of Two (2) Lots Essential Non-food Items for COVID-19 Relief Goods under ITB No. EC20-06-005COR;

**WHEREAS**, PAGCOR conducted Negotiated Procurement (Emergency Cases) in accordance with the Republic Act (R.A.) 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations (IRR) on June 29, 2020 for the procurement of the Project;

**WHEREAS**, the SUPPLIER has submitted the lowest calculated responsive quotation (LCRO) for Lot No. 2 (Supply and Delivery of COVID-19 Empty Rice Sacks) of the Project;

**WHEREAS**, PAGCOR has accepted the quotation 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:

Page 1 of 7

PURCHASE CONTRACT – SAKO INTERNATIONAL TRADING CORPORATION  
Supply and Delivery of Two (2) Lots Essential Non-Food Items for COVID-19  
Relief Goods (Lot 2-Empty Rice Sacks) under ITB No. EC20-06-005COR

PRISCILLA L. ALLAN

**TERMS AND CONDITIONS**

The rights and obligations of the PARTIES are set forth as follows:

- The SUPPLIER undertakes to supply and deliver the requirements for Lot 2 of the Supply and Delivery of Two (2) Lots Essential Non-food Items for COVID-19 Relief Goods with the following technical specifications:

ITEM NO.	DESCRIPTION	QUANTITY
<b>LOT 2 (SUPPLY AND DELIVERY OF EMPTY RICE SACKS)</b>		
1	<ul style="list-style-type: none"> <li>• Color : White</li> <li>• Size : 550 x 970 mm</li> <li>• Tubular Type</li> <li>• Capacity : 50 kilograms</li> <li>• Full-color printing (<i>Samples will be provided by the end-user</i>)</li> </ul>	60,000 Pieces

- The total contract price shall be in the amount of Nine Hundred Eighty-Seven Thousand Pesos (Php987,000.00), VAT Exclusive, Zero-Rated Transaction, with breakdown as follows:



LOT NO./ DESCRIPTION	QUANTITY	UNIT PRICE	CONTRACT PRICE (VAT Exclusive, Zero-Rated Transaction)
Lot 2 Supply and Delivery of COVID-19 Empty Rice Sacks	60,000 Pieces	PHP16.45	PHP987,000.00

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 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 R.A. 9184 and its 2016 Revised IRR and the Revised Guidelines for Contract Price Escalation.

- The SUPPLIER shall complete the supply and delivery of the empty rice sacks at the Old Nayon Pilipino Warehouse, Airport Road, Pasay City based on the following schedule:

Description	Total Required Quantity	1 <sup>st</sup> Delivery Within Three (3) Calendar days from receipt of NTP or upon end-user's advice	2 <sup>nd</sup> Delivery Within Six (6) Calendar days from receipt of NTP or upon end-user's advice	3 <sup>rd</sup> Delivery Within Nine (9) Calendar days from receipt of NTP or upon end-user's advice	4 <sup>th</sup> Delivery Within Twelve (12) Calendar days from receipt of NTP or upon end-user's advice
Lot 2 Supply and Delivery of Empty Rice Sacks	60,000 Pieces	15,000 Pieces	15,000 Pieces	15,000 Pieces	15,000 Pieces

4. PAGCOR shall pay the total cost of the items per staggered delivery subject to the acceptance in writing of the end-user of PAGCOR [issuance of the Inspection and Acceptance Report (IAR)].
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.
6. In case the SUPPLIER still fails to deliver the item/s 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.
7. 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.
8. 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.
9. 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.
10. 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 based on the following:

**SUPPLIER** is required to bring a contingency should there be a need to replace defective delivered items, detailed as follows

• 1 – 500 pcs	= 3%
• 501 – 1,000 pcs	= 2%
• 1,001 up	= 1 %

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.

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

SAIKO INTERNATIONAL TRADING CORPORATION  
TIN: 004-550-407-000


Represented by:

Represented by:

  
CHRISTINE ROSE J. FERNANDEZ  
Assistant Vice President  
Procurement Department  
TIN: 250-681-925

  
CINDERELLA I. DOMINGO  
Corporate Secretary  
TIN: 913-444-611

Signed in the presence of:

  
Babao Y. Bayabal

  
Jovita F. Mendoza

  
Priscilla L. Allan

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 NOV 18 2020, 2020, personally appeared:


NAME \_\_\_\_\_ GOVERNMENT ID ISSUED \_\_\_\_\_  
CHRISTINE ROSE J. FERNANDEZ PHILIPPINE AMUSEMENT AND GAMING  
CORPORATION  
I.D. NO.: 18-0090  
Issued at: Manila  
Date issued : March 2018

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.

Doc No. 113;  
Page No. 24;  
Book No. V;  
Series of 2020.



  
ENMANUEL A. PALADO, JR.  
NOTARY PUBLIC  
FOR AND IN THE CITY OF MANILA  
8<sup>th</sup> FLR, NEW WORLD MANN, A BAY HOTEL & CASINO  
M.H. DEL PILAR ST. MALATE, MANILA  
CORNADO, 2019-1452 UNTIL DEC. 31, 2020  
ROLL NO. 71309/HP/MANILA CHAPTER  
MOLE COMPLIANCE NO. V14016595/INTL-444-3021  
PTR NO.5087692/VALLID 125172020

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 DECEMBER 10 2020, 2020, personally appeared:

NAME \_\_\_\_\_ GOVERNMENT ID \_\_\_\_\_


CINDERELLA I. DOMINGO  
Passport No. : P5899568A  
Date of Issuance : February 5, 2018  
Valid until : February 4, 2028  
Place of Issuance : DFA-NCR West

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.



Doc No. 893  
Page No. 19  
Book No. 19  
Series of 2020.

  
ATTY. GILFREDO B. PASIMAMERO  
Notary Public Until Dec. 31, 2021  
Notarial Commission No. 2021-4030  
BPN# 092883 Pasig - 10-7-2019  
PTR# MGA 911225-1-02-2020  
ROR# 75473, TIN# 103-098-346  
MCL# Cempl. No. V4-0011418 until 4-1-2022

PROCUREMENT  
DEPARTMENT

DATE: DEC 24 12:17 PM  
9

  
PRISCILLA L. ALLAN

SECRETARY'S CERTIFICATE

I, Cinderella L. Domingo, a duly elected and qualified Corporate Secretary of Saiko International Trading Corporation, a corporation duly organized and existing under and by virtue of the law of the Philippines DO HEREBY CERTIFY that

I am familiar with the facts herein certified and duly authorized the same:

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on Board Resolution No. 2020-003 on January 16, 2020 at which meeting a quorum was present and acting throughout, the following resolutions were 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:

RESOLVED, that Saiko International Trading Corporation be, as it hereby is, authorized to participate in the bidding of Supply and Delivery of Two (2) Lots, Essential Non-Food Items for Covid 19 AWD Grade by the PAAG COR (ProjectID-No:ITBM01 EC-DO-06-005 TOR) and in connection therewith hereby appoint JOVERT F. MENDOZA- Sales Manager OR MARY ROSE CARLA SABATER - Marketing Assistant OR CINDERELLA L. DOMINGO - Corporate Secretary/Marketing Officer, acting as duly authorized and designated representatives of Saiko International Trading Corporation, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent Saiko International Trading Corporation in the bidding as fully and effectively as the substitution and revocation and hereby satisfying and confirming all that my our said representatives shall lawfully do or cause to be done by virtue hereof.

RESOLVED FURTHER THAT, the Saiko International Trading Corporation hereby authorizes its President to:

- (1) execute a waiver if jurisdiction whereby the Saiko International Trading Corporation 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 the Saiko International Trading Corporation shall not seek and obtain writ of injunctions or prohibition or restraining order against the PAAG COR or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of award of a contract to a successful bidder, and the carrying out of the awarded contract;
- (3) This Certification is being issued to attest to the truth of the foregoing.

Signed this 16 day of January 2020 at Balibisan, PANGASINAN

  
Cinderella L. Domingo  
Corporate Secretary

Attested by:   
Marka V. Santos  
President



ACKNOWLEDGMENT

SUBSCRIBE AND SWORN to before me this 14<sup>th</sup> 3<sup>rd</sup> 2020 day of March, 20 at the city of Balinguag, Bulacan, Philippines. Affiant's identity personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on National Practice, (A.M. No. 02-8-13-SC) Affiant/s exhibited to me his/her Passport, with his/her photograph and signature appearing thereon, with no. P3899688A, and his/her Community Tax Certification No. 04791826 issued on January 16, 2020 at Meliods, Bulacan.

Witness my hand and seal this 14<sup>th</sup> 3<sup>rd</sup> 2020

A circular notary seal for a Notary Public in the Philippines. The seal contains the text: "NOTARY PUBLIC IN THE PHILIPPINES", "COMMUNITY TAX CERTIFICATION NO. 04791826", "ISSUED JAN 16 2020", and "BULACAN".  
NAME OF NOTARY PUBLIC

Doc. No. 214

Page No. 45

Book No. 41

Series of 2020

A handwritten signature in black ink, appearing to read "C. L. ...".

A small, faint handwritten mark or signature at the bottom of the page.