

**PURCHASE CONTRACT**

PO NO.35568  
35569  
35570

This PURCHASE CONTRACT (the "CONTRACT") is entered into and executed by and between:

Budget Authorization no. MB12-08-026

**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, 1588 New World Manila Bay Hotel, M.H Del Pilar cor. Pedro Gil Sts. Malate, Manila, 1004 represented in this act by its Casino Filipino-Manila Bay Officer-In-Charge, **ENRILE DJ. ESGUERRA**, hereinafter referred to as "PAGCOR";

-and-

**MCSA MARKETING** a sole proprietorship duly organized and existing under the laws of the Republic of the Philippines, with office address, at Ground Floor Gedisco Building, 446 San Fernando St. Binondo, Manila City represented in this act by **TERESA S. AGSALUD**, hereinafter referred to as the "SUPPLIER".

"Each of **PAGCOR** and the **SUPPLIER** may be referred to as a "PARTY or collectively referred to as the "Parties"

**WITNESSETH THAT:**

**WHEREAS**, PAGCOR has a requirement for Lot 1: Various Office Supplies, Lot 2: Office Forms with Logo and Lot 8:Toner for Fuji of the for the Supply and Delivery of Eight (8) Lots Common Use Supplies and Materials-Office Supplies under ITB No. PB19-04-008MAB;

**WHEREAS**, PAGCOR conducted a Public Bidding in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its Revised Implementing Rules and Regulations on May 14, 2019 for the procurement of the Project;

**WHEREAS**, the SUPPLIER has submitted the single 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 various items with the following technical specifications:

Lot 1: Various Office Supplies		
Count	Quantity	Description
1	16 pieces	Battery, 9V Brand: Energizer • Branded • Expiration date should be at least Ten (10) months from date of delivery / acceptance.
2	27 pieces	Battery, Rechargeable, Size AA Brand: Novacell • Branded • Expiration date should be at least Ten (10) months from date of delivery / acceptance.
3	40 pieces	Binder, EDP Binder, 11" X 14-7/8"
4	8 pieces	Board, Illustration Board, 30" X 40"
5	32 pieces	Clear book, refill, A4
6	2 pieces	Storage Box, acid free, 16" X 14"
7	650 pieces	Cardboard Box, Empty • Cigarette box type • Heavy Duty • Thickness: 4 Mm • Size: 9 1/2" X 17" X 22" • 20 Pieces Per Bundle
8	41 pieces	CD Recordable Brand: Kodak
9	61 pieces	CD Rewritable Brand: Maxell
10	1,200 pieces	ID Clip • Metal • At least 100 pieces/ pack.
11	26 pieces	Paper Clip, Bulldog, # 1
12	87 pieces	Paper Clip, Bulldog, # 2
13	100 pieces	Paper Clip, Bulldog, # 3
14	133 pieces	Clipboard, Plastic, Long
15	65 pieces	Clipboard, With Plastic Cover, Long
16	700 pieces	Data Binder, Side Mechanism, Legal Size
17	12 sets	Divider, Multi-Colored, A4
18	500 pieces	Envelope, Letter Envelope, Short Brand: Trojan

19	362 pieces	Envelope, Expanded, A4
20	500 pieces	Envelope, Expanded, Long With Garter Brand: Phoenix
21	4 boxes	Pay Envelope, 4" X 7.5" • 500 Pcs./ Box Brand: Trojan
22	50 pieces	Folder, Clipboard Plastic, Long
23	258 pieces	Folder, File Folder, Short Brand: Panda
24	460 pieces	Folder, Pressboard Green, A4 Brand: Unique
25	32 pieces	Glue, Roller Type, At Least 50 ML. • Non-Toxic • Clear • Expiration date should be at least Ten (10) months from date of delivery / acceptance. Brand: UK
26	2 bottles	Ink, For Numbering Machine, Black, at least 30 ML. Brand: Lion
27	10 bottles	Ink, Stamp Pad Ink, Black • With Brush • At Least 30 ML. Contents Brand: Eveready
28	48 bottles	Ink, Stamp Pad Ink, Blue • With Brush • At Least 30 ML. Contents Brand: Eveready
29	17 bottles	Ink, Stamp Pad Ink, Green • With Brush • At Least 30 ML. Contents Brand: Eveready
30	12 pieces	Notebook, Columnar, 4 Columns, No. 707 Brand: Veco
31	16 pieces	Notebook, Columnar, 6 Columns, No. 707 Brand: Veco
32	24 pieces	Notebook, Columnar, 8 Columns, No. 707 Brand: Veco
33	24 pieces	Notebook, Columnar, 12 Columns, No. 707 Brand: Veco
34	22 pads	Post It Note Pad, 1 1/2 " X 2" • 100 Sheets/ Pad Brand: Scripty
35	36 pads	Post It Note Pad, 3" X 5" • 100 Sheets/ Pad Brand: 3M
36	13 pads	Post It Note Pad, 1/2 " X 3" • 100 Sheets/ Pad Brand: Scripty
37	152 packs	Paper Sticker, A4
38	2 reams	Copy Paper, A3 • 80 GSM Brand: IK
39	20 packs	Photographic Paper, A4, Glossy Brand: Acacia
40	37 packs	Paper, Specialty Paper For Printing Cert

41	182 pieces	Quick Count Paste, At Least 10 G. Brand: Joy
42	6,262 pieces	Ballpen, Blue Brand: Panda
43	424 pieces	Highlighter Pen, Assorted Colors <ul style="list-style-type: none"> <li>• Green – 150 Pieces</li> <li>• Yellow – 150 Pieces</li> <li>• Blue – 50 Pieces</li> <li>• Pink – 50</li> <li>• Orange – 24 Pieces</li> </ul> Brand: Artline
44	30 pieces	Pen, Marking Pen, Pentel, Black, Jumbo Brand: Artline
45	20pieces	Pen, Marking Pen, Pentel, Blue, Jumbo Brand: Artline
46	12 pieces	Pen, Marking Pen, Pentel, Red, Jumbo Brand: Artline
47	2 pieces	Pen, Sign Pen, Violet Brand: My gel
48	12 pieces	Pen, Sign Pen, Green Brand: My gel
49	34 pieces	Pen, Whiteboard Pen, Chisel Point, Black Brand: Boifa
50	9 boxes	Pin, Map Pin Brand: Crown
51	82 pieces	Ribbon, Epson, Fx-2175 Brand: Epson
52	4 pieces	Sharpener, Pencil Sharpener Brand: Carl
53	3 pieces	Stamp Pad For Dater Machine Brand: Trojan
54	1,100 pieces	Tape, Cellulose, 1/2" Brand: Armak
55	15 rolls	Double Backing Tape, 3/4" <ul style="list-style-type: none"> <li>• Usable Length: At Least 32.91 Meters/ Roll</li> <li>• Thickness: 18 Mm</li> <li>• Based Material: Double Coated Urethane Foam</li> <li>• Color: Off White</li> </ul> Brand: 3M
56	16 rolls	Double Sided Tape (Thin), 1" <ul style="list-style-type: none"> <li>• Usable Length: At Least 50 Meters/ Roll</li> <li>• Color: Transparent</li> </ul> Brand: Crocodile
57	70 rolls	Masking Tape, 3" <ul style="list-style-type: none"> <li>• Usable Length: At Least 25 Meters/ Roll</li> <li>• Color: Natural</li> </ul> Brand: Armak
58	36 rolls	Packaging Tape, Plastic, 1" (24 Mm.) <ul style="list-style-type: none"> <li>• Usable Length: At Least 50 Meters/ Roll</li> <li>• Color: Tan</li> </ul> Brand: Crocodile
59	133 rolls	PACKAGING TAPE, PLASTIC, 3" (72 MM.) <ul style="list-style-type: none"> <li>• Usable length: at least 50 meters/ roll</li> <li>• Color: tan</li> </ul> Brand: Armak
60	25 boxes	Thumb Tacks
61	4 boxes	Tissue, Facial Tissue

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		<ul style="list-style-type: none"> <li>• At least 190 Two-Ply Tissues</li> <li>• At least 200 MM X 200 MM Size</li> </ul> Brand: Kleenex
62	130 pieces	Toothpaste, 145 ML. Regular Flavor <ul style="list-style-type: none"> <li>• Expiration date should be at least Ten (10) months from date of delivery / acceptance.</li> </ul> Brand : Colgate
63	10 pieces	In & Out Tray, Plastic <ul style="list-style-type: none"> <li>• At least 2 Layers</li> </ul>
<b>Lot 2: Office forms with Logo</b>		
1	500 pieces	Card, bin card, 5-1/2" x 9-1/2" <ul style="list-style-type: none"> <li>• 1 color black, 2 side print</li> <li>• Vellum bristol</li> <li>• 120 gsm</li> <li>• 100 pcs./ pack</li> </ul>
2	500 pieces	Card, bin card, 5-1/2" x 8 1/4" <ul style="list-style-type: none"> <li>• 1 color black, 2 side print</li> <li>• Vellum bristol</li> <li>• 120 gsm</li> <li>• 100 pcs./ pack</li> </ul>
3	1,000 pieces	Letter envelope, with logo, long <ul style="list-style-type: none"> <li>• 3 color print</li> <li>• 1 side print</li> <li>• 90gsm.</li> </ul> Brand: Trojan
4	500 pieces	Letter envelope, with logo, short <ul style="list-style-type: none"> <li>• 3 color print</li> <li>• 1 side print</li> <li>• 90gsm.</li> </ul> Brand: Trojan
5	15 pads	Pad, memo pad, with logo, newsprint <ul style="list-style-type: none"> <li>• size: 5 1/2" x 8 1/2"</li> <li>• 1 side black color print</li> <li>• 100 sheets/ pad</li> </ul>
6	2 reams	Copy paper, a4, with COA and PAGCOR logo <ul style="list-style-type: none"> <li>• 1 side print</li> <li>• S-24, 80gsm.</li> <li>• 210 mm x 297 mm</li> <li>• 500 sheets/ ream</li> </ul>
7	20 reams	Copy paper, A4, with logo <ul style="list-style-type: none"> <li>• 1 side print</li> <li>• S-24, 80gsm.</li> <li>• 210 mm x 297 mm</li> <li>• 500 sheets/ ream</li> </ul>
<b>Lot 8: Toner for Fuji</b>		
1	5 pieces	Toner Cartridge, Fuji, CT202384 Brand: Fuji

2. The total contract price shall be in the amount of Five Hundred Ten Thousand Pesos (PhP 510,000.00), VAT Exclusive, Zero-Rated Transaction, with breakdown as follows:

Description	Quantity	Unit Cost	• Total Cost
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BATTERY, 9V	16 pieces	PhP 200.00	PhP 3,200.00
BATTERY, RECHARGEABLE, SIZE AA	27 pieces	PhP 230.00	PhP 6,210.00
BINDER, EDP BINDER, 11" X 14-7/8"	40 pieces	PhP 90.00	PhP 3,600.00
BOARD, ILLUSTRATION BOARD, 30" X 40"	8 pieces	PhP 95.00	PhP 760.00
CLEAR BOOK, REFILL, A4	32 pieces	PhP 5.00	PhP 160.00
STORAGE BOX, ACID FREE, 16" X 14"	2 pieces	PhP 250.00	PhP 500.00
CARDBOARD BOX, EMPTY	650 pieces	PhP 65.00	PhP 42,250.00
CD RECORDABLE	41 pieces	PhP 25.00	PhP 1,025.00
CD REWRITABLE	61 pieces	PhP 55.00	PhP 3,355.00
ID CLIP	1,200 pieces	PhP 3.00	PhP 3,600.00
PAPER CLIP, BULLDOG, # 1	26 pieces	PhP 3.00	PhP 78.00
PAPER CLIP, BULLDOG, # 2	87 pieces	PhP 6.00	PhP 522.00
PAPER CLIP, BULLDOG, # 3	100 pieces	PhP 14.00	PhP 1,400.00
CLIPBOARD, PLASTIC, LONG	133 pieces	PhP 75.00	PhP 9,975.00
CLIPBOARD, WITH PLASTIC COVER, LONG	65 pieces	PhP 75.00	PhP 4,875.00
DATA BINDER, SIDE MECHANISM, LEGAL SIZE	700 pieces	PhP 110.00	PhP 77,000.00
DIVIDER, MULTI-COLORED, A4	12 sets	PhP 30.00	PhP 360.00
ENVELOPE, LETTER ENVELOPE, SHORT	500 pieces	PhP 2.00	PhP 1,000.00
ENVELOPE, EXPANDED, A4	362 pieces	PhP 15.00	PhP 5,430.00
ENVELOPE, EXPANDED, LONG WITH GARTER	500 pieces	PhP 15.00	PhP 7,500.00
PAY ENVELOPE, 4" X 7.5"	4 boxes	PhP 350.00	PhP 1,400.00
FOLDER, CLIPBOARD PLASTIC, LONG	50 pieces	PhP 75.00	PhP 3,750.00
FOLDER, FILE FOLDER, SHORT	258 pieces	PhP 3.50	PhP 903.00
FOLDER, PRESSBOARD GREEN, A4	460 pieces	PhP 21.00	PhP 9,660.00
GLUE, ROLLER TYPE, AT LEAST 50 ML.	32 pieces	PhP 25.00	PhP 800.00
INK, FOR NUMBERING MACHINE, BLACK, AT LEAST 30 ML.	2 bottles	PhP 200.00	PhP 400.00
INK, STAMP PAD INK,	10 bottles	PhP 49.00	PhP 490.00

BLACK			
INK, STAMP PAD INK, BLUE	48 bottles	PhP 49.00	PhP 2,352.00
INK, STAMP PAD INK, GREEN	17 bottles	PhP 49.00	PhP 833.00
NOTEBOOK, COLUMNAR, 4 COLUMNS, NO. 707	12 pieces	PhP 50.00	PhP 600.00
NOTEBOOK, COLUMNAR, 6 COLUMNS, NO. 707	16 pieces	PhP 50.00	PhP 800.00
NOTEBOOK, COLUMNAR, 8 COLUMNS, NO. 707	24 pieces	PhP 50.00	PhP 1,200.00
NOTEBOOK, COLUMNAR, 12 COLUMNS, NO. 707	24 pieces	PhP 50.00	PhP 1,200.00
POST IT NOTE PAD, 1 1/2 " X 2"	22 pads	PhP 30.00	PhP 660.00
POST IT NOTE PAD, 3" X 5"	36 pads	PhP 95.00	PhP 3,420.00
POST IT NOTE PAD, 1/2 " X 3"	13 pads	PhP 195.00	PhP 2,535.00
PAPER STICKER, A4	152 packs	PhP 40.00	PhP 6,080.00
COPY PAPER, A3	2 reams	PhP 595.00	PhP 1,190.00
PHOTOGRAPHIC PAPER, A4, GLOSSY	20 packs	PhP 200.00	PhP 4,000.00
PAPER, SPECIALTY PAPER FOR PRINTING CERT	37 packs	PhP 200.00	PhP 7,400.00
QUICK COUNT PASTE, AT LEAST 10 G.	182 pieces	PhP 49.00	PhP 8,918.00
BALLPEN, BLUE	6,262 pieces	PhP 7.00	PhP 43,834.00
HIGHLIGHTER PEN, ASSORTED COLORS	424 pieces	PhP 35.00	PhP 14,840.00
PEN, MARKING PEN, PENTEL, BLACK, JUMBO	30 pieces	PhP 145.00	PhP 4,350.00
PEN, MARKING PEN, PENTEL, BLUE, JUMBO	20 pieces	PhP 145.00	PhP 2,900.00
PEN, MARKING PEN, PENTEL, RED, JUMBO	12 pieces	PhP 145.00	PhP 1,740.00
PEN, SIGN PEN, VIOLET	2 pieces	PhP 55.00	PhP 110.00
PEN, SIGNPEN, GREEN	12 pieces	PhP 55.00	PhP 660.00
PEN, WHITEBOARD PEN, CHISEL POINT, BLACK	34 pieces	PhP 55.00	PhP 1,870.00
PIN, MAP PIN	9 boxes	PhP 40.00	PhP 360.00
RIBBON, EPSON, FX-2175	82 pieces	PhP 495.00	PhP 40,590.00
SHARPENER, PENCIL	4 pieces	PhP 595.00	PhP 2,380.00
STAMP PAD FOR DATER MACHINE	3 pieces	PhP 220.00	PhP 660.00

TAPE, CELLULOSE, 1/2"	1,100 pieces	PhP 30.00	PhP 33,000.00
DOUBLE BACKING TAPE, 3/4"	15 rolls	PhP 2,000.00	PhP 30,000.00
DOUBLE SIDED TAPE (THIN), 1"	16 rolls	PhP 220.00	PhP 3,520.00
MASKING TAPE, 3"	70 rolls	PhP 200.00	PhP 14,000.00
PACKAGING TAPE, PLASTIC, 1" (24 MM.)	36 rolls	PhP 45.00	PhP 1,620.00
PACKAGING TAPE, PLASTIC, 3" (72 MM.)	133 rolls	PhP 95.00	PhP 12,635.00
THUMB TACKS	25 boxes	PhP 25.00	PhP 625.00
TISSUE, FACIAL TISSUE	4 boxes	PhP120.00	PhP 480.00
TOOTHPASTE, 145 ML. REGULAR FLAVOR	130 pieces	PhP 149.00	PhP 19,370.00
IN & OUT TRAY, PLASTIC	10 pieces	PhP 380.00	PhP 3,800.00
<b>Lot 2: Office forms with Logo</b>			
CARD, BIN CARD, 5-1/2" X 9-1/2"	500 pieces	PhP 4.00	PhP 2,000.00
CARD, BIN CARD, 5-1/2" X 8 1/4"	500 pieces	PhP 4.00	PhP 2,000.00
LETTER ENVELOPE, WITH LOGO, LONG	1,000 pieces	PhP 3.00	PhP 3,000.00
LETTER ENVELOPE, WITH LOGO, SHORT	500 pieces	PhP 5.00	PhP 2,500.00
PAD, MEMO PAD, WITH LOGO, NEWSPRINT	15 pads	PhP 91.00	PhP 1,365.00
COPY PAPER, A4, WITH COA AND PAGCOR LOGO	2 reams	PhP 750.00	PhP 1,500.00
COPY PAPER, A4, WITH LOGO	20 reams	PhP 650.00	PhP 13,000.00
<b>Lot No. 8: Toner for Fuji</b>			
TONER CARTRIDGE, FUJI, CT202384	5 pieces	3,980.00	PhP19,900.00

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 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 commence the supply and delivery of various items from the date of receipt of the winning supplier of the Notice to Proceed upon advice of the end user. The delivery shall take place at the Casino Filipino – Manila Bay, Southdrive T. M. Kalaw Extension, Ermita Manila based on the following schedule:

ITEM NO.	DESCRIPTION	TOTAL QTY / UOM	DELIVERY SCHEDULE			
			Within Fifteen (15) calendar days from the effectivity date specified in the Notice to Proceed or upon advice of end-user	Within Sixty (60) calendar days from the effectivity date specified in the Notice to Proceed or upon advice of end-user	Within One Hundred Twenty (120) calendar days from the effectivity date specified in the Notice to Proceed or upon advice of end-user	Within One Hundred Eighty (180) calendar days from the effectivity date specified in the Notice to Proceed or upon advice of end-user
<b>Lot No. 1: Various Office Supplies</b>						
1	BATTERY, 9V	16 pieces	16			
2	BATTERY, RECHARGEABLE, SIZE AA	27 pieces	27			
3	BINDER, EDP BINDER, 11" X 14-7/8"	40 pieces	40			
4	BOARD, ILLUSTRATION BOARD, 30" X 40"	8 pieces	8			
5	CLEAR BOOK, REFILL, A4	32 pieces	32			
6	STORAGE BOX, ACID FREE, 16" X 14"	2 pieces	2			
7	CARDBOARD BOX, EMPTY	650 pieces	325			325
8	CD RECORDABLE	41 pieces	41			
9	CD REWRITABLE	61 pieces	61			
10	ID CLIP	1,200 pieces	1200			
11	PAPER CLIP, BULLDOG, # 1	26 pieces	26			
12	PAPER CLIP, BULLDOG, # 2	87 pieces	87			
13	PAPER CLIP, BULLDOG, # 3	100 pieces	100			
14	CLIPBOARD, PLASTIC, LONG	133 pieces	133			

15	CLIPBOARD, WITH PLASTIC COVER, LONG	65 pieces	65			
16	DATA BINDER, SIDE MECHANISM, LEGAL SIZE	700 pieces	400			300
17	DIVIDER, MULTI-COLORED, A4	12 sets	12			
18	ENVELOPE, LETTER ENVELOPE, SHORT	500 pieces	500			
19	ENVELOPE, EXPANDED, A4	362 pieces	362			
20	ENVELOPE, EXPANDED, LONG WITH GARTER	500 pieces	250			250
21	PAY ENVELOPE, 4" X 7.5"	4 boxes	4			
22	FOLDER, CLIPBOARD PLASTIC, LONG	50 pieces	50			
23	FOLDER, FILE FOLDER, SHORT	258 pieces	258			
24	FOLDER, PRESSBOARD GREEN, A4	460 pieces	200			260
25	GLUE, ROLLER TYPE, AT LEAST 50 ML.	32 pieces	32			
26	INK, FOR NUMBERING MACHINE, BLACK, AT LEAST 30 ML.	2 bottles	2			
27	INK, STAMP PAD INK, BLACK	10 bottles	10			
28	INK, STAMP PAD INK, BLUE	48 bottles	48			
29	INK, STAMP PAD INK, GREEN	17 bottles	17			
30	NOTEBOOK, COLUMNAR, 4 COLUMNS, NO. 707	12 pieces	12			
31	NOTEBOOK, COLUMNAR, 6 COLUMNS, NO. 707	16 pieces	16			
32	NOTEBOOK, COLUMNAR, 8 COLUMNS, NO. 707	24 pieces	24			
33	NOTEBOOK, COLUMNAR, 12 COLUMNS, NO. 707	24 pieces	24			
34	POST IT NOTE PAD, 1 1/2" X 2"	22 pads	22			
35	POST IT NOTE PAD, 3" X 5"	36 pads	36			

36	POST IT NOTE PAD, 1/2" X 3"	13 pads	13			
37	PAPER STICKER, A4	152 packs	152			
38	COPY PAPER, A3	2 reams	2			
39	PHOTOGRAPHIC PAPER, A4, GLOSSY	20 packs	20			
40	PAPER, SPECIALTY PAPER FOR PRINTING CERT	37 packs	37			
41	QUICK COUNT PASTE, AT LEAST 10 G.	182 pieces	182			
42	BALLPEN, BLUE	6,262 pieces	3,200			3,062
43	HIGHLIGHTER PEN, ASSORTED COLORS	424 pieces	224			200
44	PEN, MARKING PEN, PENTEL, BLACK, JUMBO	30 pieces	30			
45	PEN, MARKING PEN, PENTEL, BLUE, JUMBO	20 pieces	20			
46	PEN, MARKING PEN, PENTEL, RED, JUMBO	12 pieces	12			
47	PEN, SIGN PEN, VIOLET	2 pieces	2			
48	PEN, SIGNPEN, GREEN	12 pieces	12			
49	PEN, WHITEBOARD PEN, CHISEL POINT, BLACK	34 pieces	34			
50	PIN, MAP PIN	9 boxes	9			
51	RIBBON, EPSON, FX-2175	82 pieces	82			
52	SHARPENER, PENCIL SHARPENER	4 pieces	4			
53	STAMP PAD FOR DATER MACHINE	3 pieces	3			
54	TAPE, CELLULOSE, 1/2"	1,100 pieces	600			500
55	DOUBLE BACKING TAPE, 3/4"	15 rolls	15			
56	DOUBLE SIDED TAPE (THIN), 1"	16 rolls	16			
57	MASKING TAPE, 3"	70 rolls	70			
58	PACKAGING TAPE, PLASTIC, 1" (24 MM.)	36 rolls	36			
59	PACKAGING TAPE, PLASTIC, 3" (72 MM.)	133 rolls	133			

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60	THUMB TACKS	25 boxes	25			
61	TISSUE, FACIAL TISSUE	4 boxes	4			
62	TOOTHPASTE, 145 ML. REGULAR FLAVOR	130 pieces	65			65
63	IN & OUT TRAY, PLASTIC	10 pieces	10			
<b>Lot No. 2: Office forms with Logo</b>						
1	CARD, BIN CARD, 5-1/2" X 9-1/2"	500 pieces		500		
2	CARD, BIN CARD, 5-1/2" X 8 1/4"	500 pieces		500		
3	LETTER ENVELOPE, WITH LOGO, LONG	1,000 pieces		1,000		
4	LETTER ENVELOPE, WITH LOGO, SHORT	500 pieces		500		
5	PAD, MEMO PAD, WITH LOGO, NEWSPRINT	15 pads		15		
6	COPY PAPER, A4, WITH COA AND PAGCOR LOGO	2 reams		2		
7	COPY PAPER, A4, WITH LOGO	20 reams		20		
<b>Lot No. 8: Toner for Fuji</b>						
1	TONER CARTRIDGE, FUJI, CT202384	5 pieces	5			

4. PAGCOR shall pay the total amount of Five Hundred Ten Thousand Pesos (Php 510,000.00), VAT Exclusive, Zero-rated transaction, based on the following schedule:

<p><b>99%</b> of the costs of the items <u>delivered subject to PAGCOR's acceptance [Issuance of the Inspection and Acceptance Report (IAR)]</u> in writing of the items described in the PO.</p>	<p>Five Hundred Four Thousand Nine Hundred Pesos (Php 504,900.00)</p>
<p><b>1%</b> Retention of the items delivered per lot 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).</p>	<p>Five Thousand One Hundred Pesos (Php 5,100.00)</p>

OR

<p>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 PAGCOR's acceptance (issuance of the IAR) in writing of the items described in this Contract and upon</p>	<p>Five Hundred Ten Thousand Pesos (Php 510,000.00)</p>
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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.	
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5. The SUPPLIER shall complete the supply and delivery of goods in accordance with the Schedule of Delivery. 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 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 delivered shall be in accordance with the specifications described in paragraph 1 and 2 of this Contract.
- b. It has good title to the goods described in the Bidding Documents and the Contract, that it has 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) 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.
- 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 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 Percentage of the Total Contract Price)
------------------------------	--

(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five Percent (5%) Twenty-Five Thousand Five Hundred Pesos (PhP 25,500.00)
(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.	
(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.	Thirty Percent (30%) One Hundred Fifty-Three Thousand Pesos (PhP 153,000.00)

In case the SUPPLIER posted a Bid Security in the form of Cash, Cashier's or Manager's Check, the same may be utilize 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 Supplier.

IN WITNESS WHEREOF, the parties have signed these presents on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

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

**MCSA MARKETING**  
TIN: 103-916-601-000

Represented by:


Represented by:

  
**ENRILE D. ESGUERRA**  
Officer-in-Charge  
TIN: 101-998-457

  
**TERESA S. GGSALUD**  
Proprietress

Signed in the presence of:


  
\_\_\_\_\_

  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

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


BEFORE ME, a Notary Public for and in City of CITY OF MANILA, Philippines, this  
**JUL 31 2019** day of \_\_\_\_\_, 2019, personally appeared:

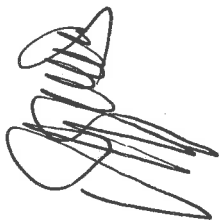
NAME	ID	ISSUED AT/ON
 <b>TERESA S. AGSALUD</b> Proprietress		Driver's License No. N03-95-180535 Expiration date: March 8, 2023

known to me and known to be the same person who execute the foregoing instrument consisting of seventeen (177) 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. 169 :  
Page No. 39 :  
Book No. CA 11  
Series of 2019.

  
**PERFERITO C. TOLASCO**  
Commission No. 2013-041  
Notary Public until 12/31/2019 - Manila  
Rm. 327 Development Center Building  
516 Quirín Paredes Street, Binondo, Manila  
PTR NO. 8021493 - 1/03/2019 - Manila  
IBP No. 001246 for 2019 - 5/17/17-Pasig  
IBP Roll No. 19343 - Tel No. 522-13-26  
MCLE Comp. No. V-0022416 - 6/22/16





**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  
AUG 06 2019, 2019, personally appeared:

NAME

ID ISSUED AT/ON

**ENRILE DJ. ESGUERRA**

PAGCOR ID No. 86-0918  
Issuance Date: April 12, 2019  
Place of Issuance: Manila

known to me and known to be the same person who execute the foregoing instrument consisting of seventeen (17) 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. 402.  
Page No. 87.  
Book No. IV.  
Series of 2019.

*At*  
ANGELO CARLO T. TALATALA  
NOTARY PUBLIC  
IN AND FOR THE CITY OF MANILA  
6<sup>TH</sup> FLR, NEW WORLD MANILA BAY HOTEL & CASINO  
M.H. DEL PILAR ST. MAIATE, MANILA  
COMM. NO. 2018 - 053 / UNTIL DEC. 31, 2019  
ROLL NO. 60386 / BP CHAPTER MANILA IV  
MOLE COMPLIANCE VI-UNTIL 2022  
MANILA IV - CHAPTER  
P. 1100, SINGAPOREAN ST. 2019 / MANILA

