



**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 PAGCOR Executive Office, Fifth (5<sup>th</sup>) Floor, New World Manila Bay Hotel, M.H Del Pilar cor. Pedro Gil Sts. Malate, Manila, represented in this act by its **Officer-In-Charge, CF-Bacolod, JOSE MARCIANO C. BAUTISTA**, hereinafter referred to as "**PAGCOR**";

-and-

**PHILIPPINE DUPLICATOR INCORPORATED** a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at CCC Building, Km. 14 West Service Road, Edison Avenue, Brgy. Merville, Paranaque City, Metro Manila, represented in this act by its **Authorized Representative, GERRY CHRIS L. CARRERA**, duly authorized for this purpose by a Secretary's Certificate dated September 18, 2019, hereto attached as Annex "A", hereinafter referred to as the "**SUPPLIER**".

**ANTECEDENTS:**

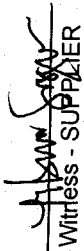
**WHEREAS, PAGCOR** has a requirement for the Supply and Delivery of Three (3) Lots Various Office Equipment under ITB No. PB19-08-010BAC;

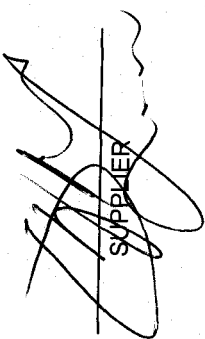
**WHEREAS, PAGCOR** conducted a public bidding in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations on October 2, 2019 for the procurement of the Project;

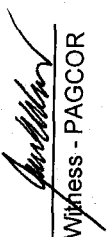
**WHEREAS, the SUPPLIER** has submitted the lowest calculated responsive bid for the Project;

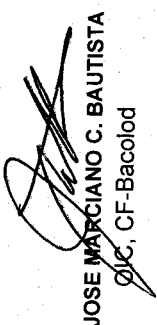
**WHEREAS, PAGCOR** has accepted the bid of the **SUPPLIER**, subject to the terms and conditions hereunder stipulated;

**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:

  
Witness - SUPPLIER

  
SUPPLIER

  
Witness - PAGCOR

  
JOSE MARCIANO C. BAUTISTA  
OIC, CF-Bacolod

**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 the Lot 1 (Supply and Delivery of Digital Photocopier Machine) of the project with the following technical specifications:

Item No.	ITEM DESCRIPTION	QTY	UOM
1.	<b>PHOTOCOPIER - DUPLICATING MACHINE</b> Digital Plain Photocopier, all in one copier/printer/scanner Copy speed: 20 pages per minute Paper weight: Standard 64-157gsm Auto document feeder: Reverse type up to 70 originals A5-A3 35-128gsm simplex,50-128 gsm duplex Copy pre selection:1-999 , Paper capacity : 250 sheets Cassette tray: 100 shts bypass, zoom: 25%-400% reduction and enlargement, Standard OS: Windows Inter Type: GDI, USB 2.0	4	Units

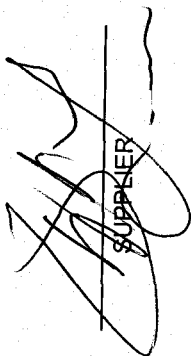
**ADDITIONAL TERMS AND CONDITIONS:**

2.	5 Toner / Cartridge for each unit of Digital Photocopier
3.	Winning bidder shall have one (1) year warranty for replaceable parts of Digital Copier
4.	Winning bidder shall provide lifetime free service with regular check up upon request of the end-user
5.	Winning bidder shall provide free demonstration upon installation of the machines

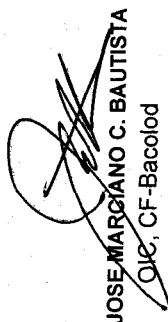
2. The total contract price shall be in the amount of **Three Hundred Seventy-One Thousand Two Hundred Pesos (PhP 371,200.00)**, VAT Exclusive, Zero-rated transaction, with breakdown as follows:

No.	Quantity	Description	Unit Cost	Total Cost
1.	4 Units	<b>PHOTOCOPIER - DUPLICATING MACHINE</b> Digital Plain Photocopier, all in one copier/printer/scanner Copy speed: 20 pages per minute Paper weight: Standard 64-157gsm Auto document feeder: Reverse type up to 70 originals A5-A3 35-128gsm simplex,50-128 gsm duplex Copy pre selection:1-999 , Paper capacity : 250 sheets Cassette tray: 100 shts bypass, zoom: 25%-400% reduction and enlargement, Standard OS: Windows Inter Type: GDI, USB 2.0	92,800.00	371,200.00

  
Witness - SUPPLIER

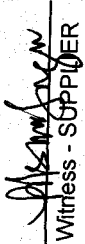
  
SUPPLIER

  
Witness - PAGCOR

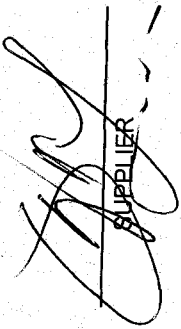
  
JOSE MARCIANO C. BAUTISTA  
OIC, CF-Bacolod

**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.

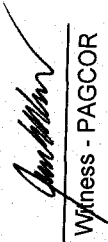
The prices herein agreed shall be considered as fixed prices, and therefore not subject to price adjustment and escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board (GPPB) pursuant to Section 61 of Republic Act (R.A.) No. 9184 and its revised Implementing Rules and Regulations (IRR) and the Revised Guidelines for Contract Price Escalation.

  
Witness - SUPPLIER

3. The **SUPPLIER** shall complete the supply and delivery of said item/s on a staggered basis every month or as requested by the end-user starting within Thirty (30) Calendar days from the date of receipt of the Notice to Proceed based on the Annex of the Schedule of Requirements. The **SUPPLIER** shall deliver at the Casino Filipino – Bacolod, 14<sup>th</sup> Lacson Street, Bacolod City.
4. **PAGCOR** shall pay the total amount of **Three Hundred Seventy-One Thousand Two Hundred Pesos (PhP371,200.00)**, VAT Exclusive, Zero-rated transaction, based on the following schedule:

  
SUPPLIER

99% of the costs of the items delivered subject to <b>PAGCOR's</b> acceptance [Issuance of the Inspection and Acceptance Report (IAR)] in writing of the items described in the PO.	99% equivalent of the costs of the items delivered  <b>(PhP 367,488.00)</b>
1% Retention of the items delivered to be paid after <b>three (3) months (for expendable supplies)</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).	1% equivalent of the costs of the items delivered  <b>(PhP3,712.00)</b>

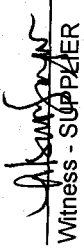
  
Witness - PAGCOR

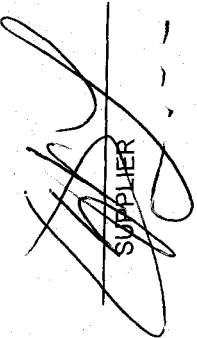
5. The **SUPPLIER** shall complete the supply and delivery of goods within the time agreed by both parties. Should the **SUPPLIER** incur delay in its performance, it shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay. The maximum 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.

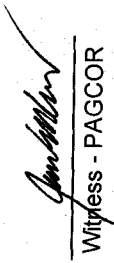
In case the **SUPPLIER** still fails to deliver the item after the lapse of Seven (7) days from the supposed date of delivery, in addition to the forfeiture of the Performance Security and the penalties agreed upon, **PAGCOR** shall have the option to terminate the Contract.

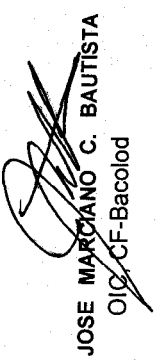
6. In the event that the **SUPPLIER** fails to comply with its undertakings under this Contract, **PAGCOR** shall be released from its obligations without prejudice to its rights of restitution, recovery and damages.

  
JOSE MARCIANO C. BAUTISTA  
CIC, CF-Bacolod


  
Witness - SUPPLIER

  
SUPPLIER

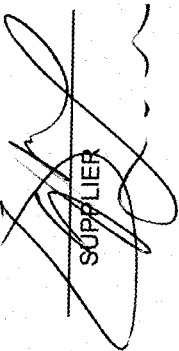
  
Witness - PAGCOR

  
JOSE MARCIANO C. BAUTISTA  
OIC, CF-Bacolod

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.

  
Witness - SUPPLIER


- 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 **three (3) months** warranty period provided the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met.

  
SUPPLIER

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:

Witness - PAGCOR

Form of Performance Security	Amount of Performance Security (Not less than the required Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five Percent (5%)
(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%)



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.

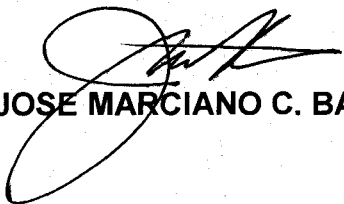
The Performance Security shall remain valid during the entire contract duration and shall be released only after the issuance of the Certificate of Final Acceptance (issuance of the IAR); Provided that **PAGCOR** has no claims filed against the contract awardee or the surety or insurance company and it has no claims for labor and materials filed against the contractor.

IN WITNESS WHEREOF, the parties have signed these presents on this \_\_\_\_\_ day of November, 2019 at Bacolod City.

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

**PHILIPPINE DUPLICATOR  
INCORPORATED**  
TIN: 000-412-893-000

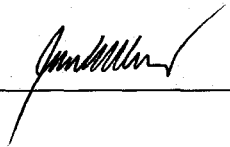
Represented by:

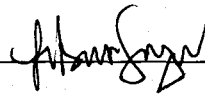
  
**JOSE MARCIANO C. BAUTISTA**

Represented by:

  
**GERRY CHRIS L. CARRERA**

Signed in the presence of:

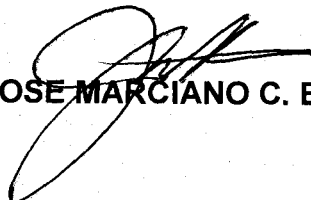
  
\_\_\_\_\_

  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

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

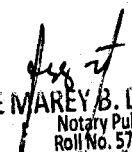
BEFORE ME, a Notary Public for and in City of Bacolod, Philippines, this NOV 19 2019 day of November, 2019, personally appeared:

NAME	ID ISSUED AT/ON
 <b>JOSE MARCIANO C. BAUTISTA</b>	<b>Unified Multi-Purpose ID CRN-0111-2756709-8</b>

known to me and known to be the same person who execute the foregoing instrument consisting of Eight (8) 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. 440 ;  
Page No. 89 ;  
Book No. LXV ;  
Series of 2019.

  
**ATTY. HOPE MAREY B. DEPASUCAT-SAZON**  
 Notary Public  
 Roll No. 57549  
 Room 1, 2<sup>nd</sup> Floor, BC Bank Bldg.  
 Araneta St., Bacolod City  
 Telephone No. (034) 432-3875  
 TIN 933-344-229-000  
 IBP No. 068360 January 10, 2019 - City of Bacolod  
 PTR No. 2186177 January 3, 2019 - E.B. Magalona, Neg. Occ.  
 MCLE Compliance No. VI-0000597 - September 30, 2016  
 Commission Serial No. NP-0051-19 valid until December 31, 2019  
 Cities of Bacolod and Talisay and Municipalities of Murcia and San Felipe

**ACKNOWLEDGEMENT**

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

BEFORE ME, a Notary Public for and in City of Bacolod, Philippines, this  
NOV 19 2019 day of November, 2019, personally appeared:

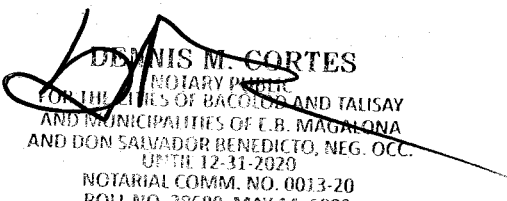
NAME  
  
GERRY CHRIS L. CARRERA

ID ISSUED AT/ON  
  
Social Security System  
SSS No. 07-1685905-3

known to me and known to be the same person who execute the foregoing instrument consisting of Eight (8) 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. 157 ;  
Page No. 32 ;  
Book No. CCIII ;  
Series of 2019.

  
DENNIS M. CORTES  
NOTARY PUBLIC  
FOR THE CITIES OF BACOLOD AND TALISAY  
AND MUNICIPALITIES OF E.B. MAGALONA  
AND DON SALVADOR BENEDICTO, NEG. OCC.  
UNTIL 12-31-2020  
NOTARIAL COMM. NO. 0013-20  
ROLL NO. 38680, MAY 14, 1993  
IBP NO. 061584, 12-15-2018 B.C.  
PTR NO. 7533339 - JAN.3, 2019  
CCI, HERVIAS HERITAGE SQUARE, BURGOS ST.,  
BACOLOD CITY  
TEL. NO. (034) 708-2476