



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 (5th) 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-

ANG DESIGN STUDIOS, INC. a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at Tindalo Avenue, Brgy. Villamonte, Bacolod City, represented in this act by its President, LIVINGSTONE L. ANG, duly authorized for this purpose by a Secretary's Certificate dated March 4, 2019, hereto attached as Annex "A", hereinafter referred to as the "SUPPLIER".

ANTECEDENTS:

WHEREAS, PAGCOR has a requirement for the Re-Bidding for the Supply and Delivery of Two (2) Lots Various Office Equipment under ITB No. PB19-08-010BACa-10;

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 November 6, 2019 for the procurement of the Project;

WHEREAS, the SUPPLIER has submitted the single calculated responsive bid for the Supply and Delivery of Various Office Equipment under (Lot 1) in the amount of One Hundred Thirteen Thousand One Hundred One Pesos and 15/100 (PhP 113,101.15) Vat Exclusive, Zero Rated Transaction, of the Project Re-Bidding for the Supply and Delivery of Two (2) Lots Various Office Equipment under ITB No. PB19-08-010BACa-10

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

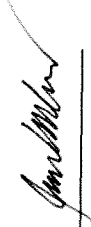
The rights and obligations of the parties are set forth as follows:

- The **SUPPLIER** shall undertake the Supply and Delivery of the Lot 1 (Supply and Delivery of Various Office Equipment) of the project with the following technical specifications:

Item No.	ITEM DESCRIPTION	QTY	UOM
1.	NUMBERING MACHINE Dimension: 140mm x 64mm x43mm Stamp housing-metal 6 wheel stamp machine, 6 digits Black ink, 5 mm number size	2	Units
2.	STAPLER, # 160, HEAVY DUTY Throat depth – 644 m Stapling Capacity- 160 sheets Adjustable paper guide up to 53 mm Dimension – 273m x 86 m x 188 m Heavy Duty, Jam Proof	2	Units
3.	HAND STRAPPING MACHINE, Manual, 12 mm sealer 500 seals Large capacity dispensing trolley on wheels 12 mm tensioner for strapping up to 16 mm Strapping Coil -12 mm x 1500mtr - Average breaking strain of 185 kilos	1	Unit
4.	SHREDDING MACHINE Small Office Shredder Shred capacity: A4 (70g) 8 sheets paper 1 CD 1 Card Shred size: 2x12 mm Entry width: 220mm Shred type: micro cut Shred speed: 2.3m/min Duty cycle: 30 minutes on, 40 minutes off Switch feature: On/Off-Forward-Auto-Reverse Basket Volume: 22L Dimension(mm) \ Net weight: 350x260x565 \ 9.0kg Noise: 65dB Shreds continually for 30 minutes Separate CD bin design to divide the different wastes Energy-Saving technology power off after 30 minutes of no use.	2	Units
5.	ELECTRONIC TYPEWRITER Typing Width: 330mm (13.5') Typing Speed: 11 cps (11 characters per second typing speed) Typing Pitch: 10(Pica),12(Elite), 15(Micron) Line Spacing: 1, 1.5, 2 Special print modes: Bold print, underlining, word underlining Correction Memory: Maximum 90 Characters Dimensions: 412 x 117 x 375 mm (WxDxH) Weight: 5.4 kg	1	Unit


Witness - SUPPLIER


SUPPLIER


Witness - PAGCOR


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Witness - SUPPLIER

6.	STEEL FILING CABINET WITH SAFE Vertical file with Vault 460mm x 1315mm All metal body in gauge, # 22 4 Drawers, Central Key Lock Mechanism	1	Unit
7.	LAMINATING MACHINE Heavy Duty, Size A3, Power Consumption-62Watts	1	Unit
8.	DATER MACHINE Maximum Text Plate Size: 41 x 24mm Date Size: 4mm With Text Element Received	1	Unit



SUPPLIER

ADDITIONAL TERMS AND CONDITIONS:			
Winning Bidder shall provide one (1) year warranty on replaceable parts			
Bidder must include Three (3) Ribbon / Cartridge for Electronic Typewriter			
The winning bidder shall present samples of the offered goods during post-qualification.			

2. The total contract price shall be in the amount of **One Hundred Thirteen Thousand One Hundred One Pesos and 15/100 (PhP 113,101.15)**, VAT Exclusive, Zero-rated transaction, with breakdown as follows:



Witness - PAGCOR

No.	Quantity	Description	Unit Cost	Total Cost
1.	2 Units	NUMBERING MACHINE Dimension: 140mm x 64mm x43mm Stamp housing-metal 6 wheel stamp machine, 6 digits Black ink, 5 mm number size	617.00	1,234.00
2.	2 Units	STAPLER, # 160, HEAVY DUTY Throat depth – 644 m Stapling Capacity- 160 sheets Adjustable paper guide up to 53 mm Dimension – 273m x 86 m x 188 m Heavy Duty, Jam Proof	813.60	1,627.20
3.	1 Unit	HAND STRAPPING MACHINE, Manual, 12 mm sealer 500 seals ,Large capacity dispensing trolley on wheels,12 mm tensioner for strapping up to 16 mm, Strapping Coil -12 mm x 1500mtr - Average breaking strain of 185 kilos	23,052.00	23,052.00
4.	2 Unit	SHREDDING MACHINE Small Office Shredder Shred capacity: A4 (70g) 8 sheets paper 1 CD 1 Card Shred size: 2x12 mm Entry width: 220mm Shred type: micro cut Shred speed: 2.3m/min Duty cycle: 30 minutes on, 40 minutes off Switch feature: On/Off-Forward-Auto-Reverse Basket Volume: 22L Dimension(mm) \ Net weight: 350x260x565 \ 9.0kg Noise: 65dB	11,390.50	22,781.00


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Witness - SUPPLIER


SUPPLIER


Witness - PAGCOR


		Shreds continually for 30 minutes Separate CD bin design to divide the different wastes Energy-Saving technology power off after 30 minutes of no use.		
5.	1 Unit	ELECTRONIC TYPEWRITER Typing Width: 330mm (13.5') Typing Speed: 11 cps (11 characters per second typing speed) Typing Pitch: 10(Pica),12(Elite), 15(Micron) Line Spacing: 1, 1.5, 2 Special print modes: Bold print, underlining, word underlining Correction Memory: Maximum 90 Characters Dimensions: 412 x 117 x 375 mm (WxDxH) Weight: 5.4 kg	39,256.00	39,256.00
6.	1 Unit	STEEL FILING CABINET WITH SAFE Vertical file with Vault 460mm x 1315mm All metal body in gauge, # 22 4 Drawers, Central Key Lock Mechanism	20,340.00	20,340.00
7.	1 Unit	LAMINATING MACHINE Heavy Duty, Size A3, Power Consumption-62Watts	3,390.00	3,390.00
8.	1 Unit	DATER MACHINE Maximum Text Plate Size: 41 x 24mm Date Size: 4mm With Text Element Received	1,420.95	1,420.95

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.

- 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, 14th Lacson Street, Bacolod City.
- PAGCOR** shall pay the total amount of **One Hundred Thirteen Thousand One Hundred One Pesos and 15/100 (PhP 113,101.15)**, VAT Exclusive, Zero-rated transaction, based on the following schedule:


JOSE MARCIANO C. BAUTISTA
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Witness - SUPPLIER

99% of the costs of the items delivered subject to PAGCOR's 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 (PhP 111,988.04)
1% Retention of the items delivered to be paid after three (3) months (for expendable supplies) 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 (PhP1,113.11)


SUPPLIER

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.


Witness - PAGCOR

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.


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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


Witness - SUPPLIER

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.


SUPPLIER

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.
- 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


Witness - PAGCOR


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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 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

ANG DESIGN STUDIOS, INC.
TIN: 432-741-101-000

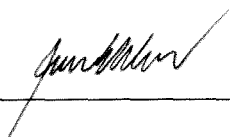
Represented by:

Represented by:


JOSE MARCIANO C. BAUTISTA


LIVINGSTONE L. ANG

Signed in the presence of:





ACKNOWLEDGEMENT

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


~~BEFORE ME~~
DEC 17 2019, a Notary Public for and in City of Bacolod, Philippines, this day of December, 2019, personally appeared:

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

known to me and known to be the same person who execute the foregoing instrument consisting of Nine (9) 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. 508 ;
Page No. 102 ;
Book No. LXXI ;
Series of 2019.


ATTY. HOPE MAREY B. DEPASUCAT-SAZON
Notary Public
Roll No. 57549
Room 1, 2nd Floor, BC Bank Bldg.
Araneta St., Bacolod City
Telephone No. (034) 432-3875
TIN 033-344-229-000
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...

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in City of Bacolod, Philippines, this
16 day of December, 2019, personally appeared:

NAME

ID ISSUED AT/ON


LIVINGSTONE L. ANG

DRIVER'S LICENSE


License No. FO1-97-116405

Expiration Date: May 21, 2023

known to me and known to be the same person who execute the foregoing instrument consisting of Nine (9) 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. 244 ;
Page No. 50 ;
Book No. 1000
Series of 2019.


MR. JOSE MA. J. CIOCON
NOTARY PUBLIC
OR BACOLOD CITY, NEGROS OCCIDENTAL
ALVADOR BELTRAN
COMMISSIONER
N.P. COM. NO. 1000666 (MAY 23, 2019)
OFFICE: 15TH CADITH ROAD, BACOLOD CITY
MC SATELLITE NOTARIAL OFFICE