



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, New Coast Hotel Manila, 1588 M. H. del Pilar corner Pedro Gil Streets, Malate, Manila, Philippines 1004, represented in this act by its **Branch Manager, JOSE MARCIANO C. BAUTISTA**, hereinafter referred to as "PAGCOR";

-and-

PHILIPPINE DUPLICATORS, INC. a corporation duly organized and existing under the laws of the Republic of the Philippines with office address at KM14 West Service Road, Edison Ave. Parañaque City, Metro Manila, represented in this act by its **Account Manager, GERRY CHRIS L. CARRERA**, duly authorized for this purpose by a Secretary's Certificate dated January 7, 2021, 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 Four (4) Lots of Various IT Equipment Supplies and Materials for the Repair and Maintenance under ITB No. PB21-10-012BAC;

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 18, 2021 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:

Purchase Contract of Lot 3 (Supply and Delivery of Toners for the Existing Gestetner Printer) of the Supply and Delivery of Four (4) Lots of Various IT Equipment Supplies and Materials for the Repair and Maintenance under ITB No. PB21-10-012BAC

Witness - Contractor

CONTRACTOR

Witness - PAGCOR

BM, 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 Four (4) Lots of Various IT Equipment Supplies and Materials for the Repair and Maintenance under Lot 3 (Supply and Delivery of Toners for the Existing Gestetner Printer) with the following technical specifications:

Lot 3 (Supply and Delivery of Toners for the Existing Gestetner Printer)			
Item No.	ITEM DESCRIPTION	QUANTITY	UOM
1.	GESTETNER, TONER M2701	Fifteen (15)	Cartridge

2. The total contract price shall be in the amount of **Fifty-Five Thousand & Five Hundred Pesos (Php55,500.00)**, VAT Exclusive, Zero-rated transaction, with breakdown as follows:

Lot 3 (Supply and Delivery of Toners for the Existing Gestetner Printer)				
Item No.	Quantity	Description	Unit Cost	Total Cost
1.	Fifteen (15)	GESTETNER, TONER M2701	3,700.00	55,500.00

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 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 complete the supply and delivery of said item/s within **Thirty (30) Calendar Days** from the date of receipt of the winning **SUPPLIER** of the Notice to Proceed. The **SUPPLIER** shall deliver at the **PAGCOR, Casino Filipino-Bacolod 15th Corner Aguinaldo Street Bacolod City**.
4. **PAGCOR** shall pay the total amount of **Fifty-Five Thousand Five Hundred Pesos (Php55,500.00)**, VAT Exclusive, Zero-rated transaction, based on the following schedule:

99% of the costs of the items delivered (<i>per lot</i>) 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 Fifty-Four Thousand Nine Hundred Forty-Five Pesos (Php54,945.00)
1% Retention of the items delivered (<i>per lot</i>) to be paid after three (3) months (for expendable supplies) or one (1) year (for non-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 Five Hundred Fifty-Five Pesos (Php555.00).

Purchase Contract of Lot 3 (Supply and Delivery of Toners for the Existing Gestetner Printer) of the Supply and Delivery of Four (4) Lots of Various IT Equipment Supplies and Materials for the Repair and Maintenance under ITB No. PB21-10-012BAC

Witness - Contractor

CONTRACTOR

Witness - PAGCOR

BM, CF, Bacolod

Witness - Contractor

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) calendar 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.

(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five Percent (5%) Two Thousand Seven Hundred Seventy-Five Pesos (PhP2,775.00)
(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%) Sixteen Thousand Six Hundred Fifty Pesos (PhP16,650.0)

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 or Performance Securing Declaration 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 27th day of APRIL, 2022 at BACOLOD CITY.

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

PHILIPPINE DUPLICATORS, INC.
TIN: 000-412-893-000

Represented by:

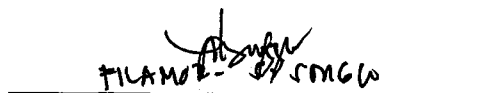

JOSE MARCIANO C. BAUTISTA
TIN No. 143-951-973

Represented by:


GERRY CHRIS L. CARRERA
TIN No. 925-383-714

Signed in the presence of:


Rowen P. Sanchez


FILAMOR S. SMCW

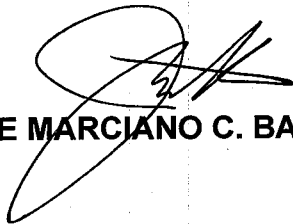
ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in City of BACOLOD CITY, Philippines, this
_____ day of APR 27 2022, 2022, personally appeared:

NAME

JOSE MARCIANO C. BAUTISTA



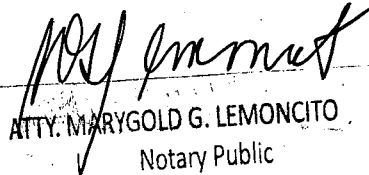
ID ISSUED AT/ON

Unified Multi-Purpose ID
CRN 0111-2756709-8

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/her free and voluntary act and deed and that of the Corporation/Sole Proprietorship he/she represents.

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

Doc No. 459 ;
Page No. 92 ;
Book No. 51 ;
Series of 2022.



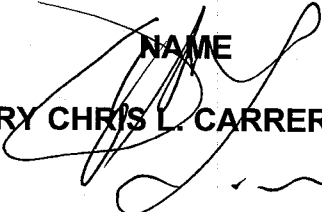
ATTY. MARYGOLD G. LEMONCITO
Notary Public

For the Cities of Bacolod & Talisay and the Mun. of Murcia &
Don Salvador Benedicto, Negros Occ.
NP# 0101-22 valid until Dec 31, 2022
PTR OR No. 8991149 02/24/2022 Bacolod City
MCLE Compliance VII No. 0015162 until 04/14/2025
IBP Lifetime Member No. 12053
Roll of Attorney No. 41000
JR Torres Subd, Brgy. Singcang-Airport, Bacolod City
Tel No. (0947)5059177

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in City of BACOLOD CITY, Philippines, this
APR 27 2022, 2022, personally appeared:

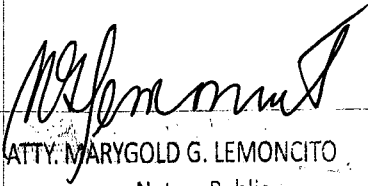
NAME

GERRY CHRIS L. CARRERA

ID ISSUED AT/ON
Social Security System ID
07-1685905-3

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 are written and acknowledged before me that the same is his/her free and voluntary act and deed and that of the Corporation/Sole Proprietorship he/she represents.

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

Doc No. 460;
Page No. 92;
Book No. 51;
Series of 2022.


ATTY. MARYGOLD G. LEMONCITO
Notary Public
For the Cities of Bacolod & Talisay and the Mun. of Murcia &
Don Salvador Benedicto, Negros Occ.
NP# 0101-22 valid until Dec 31,2022
PTR OR No. 8991149 02/24/2022 Bacolod City
MCLE Compliance VII No. 0015162 until 04/14/2025
IBP Lifetime Member No. 12053
Roll of Attorney No. 41000
JR Torres Subd, Brgy. Singcang-Airport, Bacolod City
Tel No. (0947)5059177