



PURCHASE CONTRACT

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


Witness - SUPPLIER

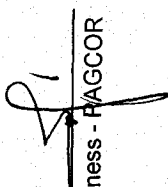
PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR), a government-owned and controlled corporation created and existing by virtue of Presidential Decree 1869, as amended, with office address at the PAGCOR Executive Office, Fifth (5th) Floor, New World Manila Bay Hotel, M.H Del Pilar cor. Pedro Gil Sts. Malate, Manila, represented in this act by its **Acting Branch Manager, CF-Bacolod, JOSE MARCIANO C. BAUTISTA**, hereinafter referred to as "PAGCOR";

-and-


SUPPLIER

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 June 17, 2020, hereto attached as Annex "A", hereinafter referred to as the "**SUPPLIER**".

ANTECEDENTS:


Witness - PAGCOR

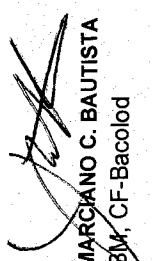
WHEREAS, PAGCOR has a requirement for the Supply and Delivery of Two (2) Lots Beverages and Various Grocery Items under ITB No. PB20-09-005BAC;

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 7, 2020 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:


JOSE MARCIANO C. BAUTISTA
A/BM, CF-Bacolod

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CF-BACOLOD
BIDS AND AWARDS SECTION

BY: 


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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 Two (2) Lots Beverages and Various Grocery Items under ITB No. PB20-09-005BAC with the following technical specifications:

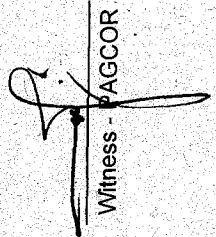
Lot 1 Supply and Delivery of Various Grocery Items, Cups, Tea and Noodles						
ITEM No.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	BRAND OFFER
1	COFFEE CUPS 8oz PAPERS CUPS	30,000	PC	0.95	28,500.00	GENERIC
2	CUPS, 8oz PLASTIC CUPS	30,000	PC	0.45	13,500.00	GENERIC
3	NOODLES SOUP, SHIN CUP, GOURMET SPICY. Net wt.68 grams, calories 300, total fat 18% (Korean Noodles)	2,500	PC	67.50	168,750.00	SHIN CUP
4	TEA, BRISK TEA, 50Tea Bag/ Box Yellow Label	100	BOX	310.00	31,000.00	LIPTON


Witness - SUPPLIER


SUPPLIER

2. The total contract price shall be in the amount of **Two Hundred Forty-One Thousand Seven Hundred Fifty Pesos (PhP 241,750.00)**, VAT Exclusive, Zero-rated transaction;

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.



Witness - PAGCOR

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 on a staggered basis every month or as requested by the end-user starting within Seven (7) 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.
4. **PAGCOR** shall pay the total amount of **Two Hundred Forty-One Thousand Seven Hundred Fifty Pesos (PhP 241,750.00)**, VAT Exclusive, Zero-rated transaction, based on the following schedule:

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 239,332.50)
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JOSE MARCIANO C. BAUTISTA
AP/BM, CF-Bacolod

<p>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).</p>	<p>1% equivalent of the costs of the items delivered</p> <p style="text-align: center;"><u>(PhP 2,417.50)</u></p>
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 Witness - SUPPLIER


 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.

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.

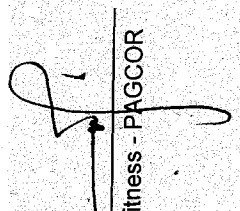
7. In the event that the facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, the parties hereto agree immediately to re-negotiate its terms and conditions, or at the option of **PAGCOR** terminate the same.

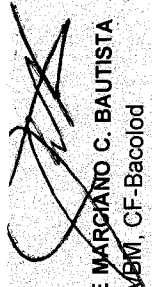
8. No terms or conditions of this Contract shall be deemed waived and no breach or default excused unless such waiver shall be in writing and signed by the party affected.

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.


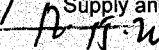
11. This Contract constitutes the entire contract between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the parties. No supplement, variation or amendment of this Contract shall 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.


 Witness - PAGCOR


 JOSE MARCIANO C. BAUTISTA
 ADM. CF-Bacolod

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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

BY: 
 DATE: 

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.

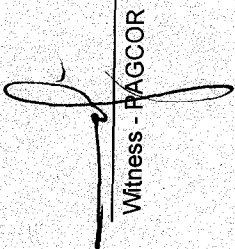

Witness - SUPPLIER

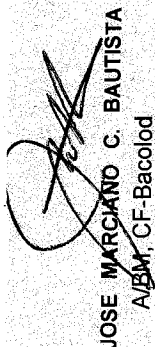
13. The parties, waiving for this purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any and all actions or suits between the parties relative to this Contract, to the exclusion of all other courts and venues. This exclusive venue provision shall 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 and latent defects and all conditions imposed under the contract have been fully met.


SUPPLIER


Witness - PAGCOR


JOSE MARCIANO C. BAUTISTA
A/E/M, CF-Bacolod

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