

PURCHASE CONTRACT

PO NO.22006

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 Sts. Malate, Manila, represented in this act by its Casino Filipino – Winford Acting Branch Manager I, **ANTONIO BENIGNO V. GUTIERREZ**, hereinafter referred to as "**PAGCOR**";

-and-

A4 LUCK MARKETING CORP., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 67 A. Mabini St. Barangay Poblacion, San Pedro Laguna City, represented in this act by its authorized representative, **MICHAEL R. ALMENDRALA**, hereinafter referred to as the "**SUPPLIER**".

A copy of the duly authorized Secretary's Certificate June 29, 2022 is attached hereto as Annex "A",

ANTECEDENTS:

WHEREAS, **PAGCOR** has a requirement for Supply and Delivery of Two (2) Lots Marketing Giveaways for Themed Events (Lot No.2: Mooncake, Chocolates and Ham) under ITB No.: FB22-06-007WIN;

WHEREAS, **PAGCOR** conducted a Two Failed Biddings in accordance with Republic Act No. 9184 (Government Procurement Reform Act) and its Revised Implementing Rules and Regulations on July 12, 2022 for the procurement of the Project;

WHEREAS, the **SUPPLIER** has submitted the Lowest Calculated Responsive Quotation (LCRQ) for Supply and Delivery of Two (2) Lots Marketing Giveaways for Themed Events (Lot No.2: Mooncake, Chocolates and Ham);

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 Two (2) Lots Marketing Giveaways for Themed Events (Lot No.2: Mooncake, Chocolates and Ham) under ITB No.: FB22-06-007WIN of the items with the following technical specifications:

Supply and Delivery of Two (2) Lots Marketing Giveaways for Themed Events (Lot No.2: Mooncake, Chocolates and Ham)	
Item no. 1: Mooncakes for Mooncake Festival	
Brand: Polland	
Delivery Site: Ronquillo Satellite, 561 Ronquillo St. Sta. Cruz, Manila. Contact Person at the Delivery Site: KARA DENICE BENITEZ (0906 -3207484) Schedule of Delivery: on or before September 10, 2022 Expiration of Product: At least one (1) month from date of delivery	
Ingredients: Red Bean Paste Black Mongo Sugar Egg, egg yolks Salted Butter All-purpose Flour	
Serving Size per container	4" Diameter x 1" Thick
Color	Brown
Product	Branded Mooncake
Packaging	In box solo, 1 pc per box,
Requested Quantity	In box solo total: 535
Item No. 2: Chocolates for Halloween Celebration	
Brand: Ferrero	
I. GIVEAWAYS DESCRIPTION	
PREMIUM BRANDED CHOCOLATE WITH Crisp Hazelnut and milk chocolate covered specialty with a smooth filling and whole hazelnut. 30% (Sugar, cocoa butter, cocoa mass, skimmed milk powder, anhydrous milkfat, emulsifier lecithin (soy) Flavoring: Vanillin, hazelnuts 28.5%, sugar, vegetable fat (palm), wheat flour, whey powder, fat reduced cocoa powder, emulsifier: Lecithin (soy), Raising Agent: Sodium Bicarbonate, salt. In pack, 5 pcs per pack	
Product	Branded premium quality chocolate
Packaging	In pack, 5pcs per pack with rectangular prism
Requested Quantity	In pack: 1,280
The supplier shall provide premium quality of chocolates in good condition and packaging.	
Packaging of chocolate shall be individually packed with rectangular prism shape.	
II. Service Schedule	
One (1) day Event – on or before October 31, 2022 – Halloween Celebration	
III. Service Requirements	
The supplier shall provide PREMIUM BRANDED CHOCOLATE WITH Crisp Hazelnut and milk chocolate covered specialty with a smooth filling and whole hazelnut. 30% (Sugar, cocoa butter, cocoa mass, skimmed milk powder, anhydrous milkfat, emulsifier lecithin (soy) Flavoring: Vanillin, hazelnuts 28.5%, sugar, vegetable fat (palm), wheat flour, whey powder, fat reduced cocoa powder, emulsifier: Lecithin (soy), Raising Agent: Sodium Bicarbonate, salt. In pack, 5 pcs per pack	
The supplier shall provide premium quality of chocolates in good condition and packaging.	

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LEONARD P. LIM

Packaging of chocolate shall be individually packed with rectangular prism shape.	
IV. SERVICE CONDITIONS	
A. The delivery of chocolates shall be at least One (1) week before the event date at CF-Winford, Ronquillo Satellite - 561 Ronquillo Street, Sta. Cruz, Manila.	
B. The expiration of chocolates must be at least best before Three (3) Months prior to delivery date.	
C. In the event of cancellations, the supplier shall be advised at least two (2) days before the delivery date.	
D. In case of suspension of events due to fortuitous events (i.e. inclement weather and its effects (e.g. storm surges, floods, etc.), fire, etc.) the supplier shall be advised of the cancellation of delivery until 7:00 am of the actual delivery date. Resumption of the delivery shall be advised on a daily basis before 7:00 am.	
V. Contact Person: Kara Denice Benitez - 09063207484	
Item No. 3: Christmas Ham for Christmas Celebration	
Brand: Purefoods	
Delivery Site: Casino Filipino Winford, Ronquillo Satellite 561 Ronquillo Street, Sta. Cruz, Manila Contact Person at the Delivery Site: KARA DENICE BENITEZ 0906-3207484 Schedule of Delivery: on or before December 15, 2022 Expiration of Product: At least three (3) months from date of delivery	
Technical Specification	
SUGAR GLAZED READY-TO-EAT COOKED HAM (Made from Boneless Pork Ham or Shoulder Cured with Water, Sugar, Iodized Salt, Modified Starch, Phosphates, Monosodium Glutamate, Natural Flavors, Vegetable Proteins, Sodium Erythorbate, Sodium Nitrite and Vegetable Gum). Individually packed in a bag or carton box.	
Serving Size per container	1Kg per pack /rounded
Product	Branded Ham
Packaging	Individually pack
Requested Quantity	Per pc: 454 pcs
Production date	Atleast December 2022

2. The total contract price shall be in the amount of **Seven Hundred Thirty-Two Thousand Four Hundred Seventy-Five Pesos (PhP 732,475.00)**, with details as follows:

Item No.	Technical Description	Quantity	Unit Cost	Total Cost (VAT Exclusive, Zero-Rated Transaction)
1	Mooncakes for Mooncake Festival	535 pcs	PhP 265.00	PhP 141,775.00
2	Chocolates for Halloween Celebration	1,280 packs	PhP 160.00	PhP 204,800.00
3	Christmas Ham for Christmas Celebration	454 pcs	PhP 850.00	PhP 385,900.00

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 Two (2) Lots Marketing Giveaways for Themed Events (Lot No.2: Mooncake, Chocolates and Ham) from the date of receipt of the winning supplier/contractor of the Notice to Proceed upon advise of the end-user. The **SUPPLIER** shall deliver at the Marketing Section, Casino Filipino – Winford. The delivery shall take place at the Casino Filipino – Ronquillo, 561 Ronquillo St. corner Rizal Avenue, Sta. Cruz Manila based on the following schedule:

Item	Item Description	Quantity	Delivery Schedule
1	Mooncake	535 pcs	On or before September 10, 2022
2	Chocolates	1,280 packs	The delivery of chocolates shall be at least One (1) week before the event date or before October 31, 2022 – Halloween Celebration
3	Ham	454 pcs	On or before December 15, 2022

4. **PAGCOR** shall pay the total amount of **Seven Hundred Thirty-Two Thousand Four Hundred Seventy-Five Pesos (PhP 732,475.00), 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 Purchase Contract.	99% equivalent of the costs of the items delivered PhP 725,150.25
1% Retention of the items delivered to be paid after one (1) year 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 PhP 7,324.75

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 submission of a Special Bank Guarantee equivalent to at least one percent (1%) of the total contract price valid for one (1) year from issuance of the IAR.</p>	<p>PhP 732,475.00</p>
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5. The **SUPPLIER** shall complete and/or deliver the goods within the time prescribed in this Contact.

Should the **SUPPLIER** incur delay in its performance of the Services, inclusive of duly granted time extensions if any, the **SUPPLIER** shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/items for everyday of delay including Sundays and Holidays, until such goods/items are finally delivered and accepted by PAGCOR. Such amount shall be deducted from any money due, or which may become due to the **SUPPLIER** or collected from any securities or warranties posted by the **SUPPLIER**. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, PAGCOR may rescind the contract and impose appropriate sanctions over above the liquidated damages to be paid by the **SUPPLIER**, without prejudice to other courses of action and remedies open to it.

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.

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LEONARD P. LIM

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.
 - d. The defective items shall be replaced within seven (7) calendar days upon receipt of notice. Failure to replace the defective items within the same period, the **SUPPLIER** shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the defective goods/items for everyday of delay including Sundays and Holidays, until such goods/items are finally delivered and accepted by **PAGCOR**. Such amount shall be deducted from any money due, or which may become due to the **SUPPLIER** or collected from any securities or warranties posted by the **SUPPLIER**
 - 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 shall be required from it for a minimum period of three (3) years from the date of delivery and acceptance of goods.
 - h. The obligation for the warranty 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 one (1) year-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 Security	Amount of the Performance Security (Percentage of Total Contract Price)
Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
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; and/or	Thirty-Six Thousand Six Hundred Twenty-Three Pesos and 75/100 (PhP 36,623.75)
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security <u>specific for the contract awarded</u> .	Thirty percent (30%) Two Hundred Nineteen Thousand Seven Hundred Forty-Two Pesos and 50/100 (PhP 219,742.50)

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.

MISCELLANEOUS PROVISIONS

- a) 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.
- b) No terms and conditions of this Contract shall be waived and no breach or default excuse unless such waiver or excuse shall be in writing and signed by the party affected.
- c) This Contract, and all rights and interests herein, may not be assigned or sub-contracted to another without prior consent of the other party.
- d) All notices and other communications provided for or permitted hereunder shall be in writing and sent to the parties at their respective addresses as indicate in this Contract.

LEONARD P. LIM

- e) If any provision hereof is prohibited or made unenforceable under any applicable law of by a competent court or authority, the same shall not affect any other provision of this Contract, which are otherwise valid and enforceable.
- f) Any right or remedy conferred by this Contract upon the parties shall not be exclusive of any other right or remedy of each party, whether under this Contract or provided or permitted to the parties at law or in equity, but each right or remedy shall be cumulative of every other right or remedy available to them.
- g) This Contract constitutes the entire agreement between the parties pertaining to the subject matter contained in it, and supersedes all prior and/or contemporaneous agreements, representations, warranties and understanding of the parties.
- h) No supplemental, variation or amendment of this Contract shall be binding unless executed by the parties in writing.


IN WITNESS WHEREOF, the parties have signed these presents on this _____ day of _____, 2022 at _____.

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

A4 LUCK MARKETING CORPORATION
 TIN: 008-443-332-000


Represented by:

Represented by:


ANTONIO BENIGNO V. GUTIERREZ
 Acting Branch Manager
 Casino Filipino – Winford
 TIN: 135-552-311


MICHAEL R. ALMENDRALA
 Authorized Representative
 TIN: 141-727-423-000

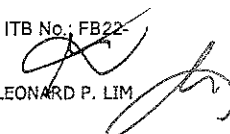
Signed in the presence of:



 LEONARD P. LIM



 ANDREW CASALOP


 LEONARD P. LIM

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
_____ day of 06 SEP 2022, 20____, personally appeared:

NAME

GOVERNMENT ID NO.

**ANTONIO BENIGNO V.
GUTIERREZ**

DRIVERS LICENSE NO. 2-89-072513
Valid until: February 24, 2032

and presented to me an integrally complete document / instrument for acknowledgement. He represented and declared to me that he voluntarily affixed the signature appearing on the instrument / document for the purposes stated therein and that he executed the instrument / document as his free and voluntary act and deed (and if he acted in representative capacity, he has the authority to sign in that capacity).

The instrument / document referred to is a Purchase Contract consisting of ten (10) pages including the page on which this Acknowledgement is written duly signed by the parties and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the date and place first above written.

Doc. No. 186
Page No. 39
Book No. TX
Series of 2022.
MCLE Compliance No.

[Signature]
ATTY. EMMANUEL A. PALADO, JR.
NOTARY PUBLIC
FOR AND IN THE CITY OF MANILA
6TH FLR. PACOR OFFICE, NEW COAST HOTEL & CASINO
M.H. DEL PILAR ST., COR. PEDRO CIL, MALATE MANILA
Comm. No. 2022-049 / Valid Until - 12/31/23
ROLL No. 71209 / IBP No. 161551, 1/5/22, Manila IV Chapter
MCLE Compliance No. VII-000370 / Until 4/14/25
PTR No. 0057507 Issued Jan. 2022 / Until 12/31/2022

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[Signature]
LEONARD P. LIM

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
day of 05 SEP 2022, 20 , personally appeared:

NAME	GOVERNMENT ISSUED ID
MICHAEL R. ALMENDRALA	Driver's License NO. D-14-85-018193
Authorized Representative	Valid Until: October 26, 2026

and presented to me an integrally complete document / instrument for acknowledgement. He represented and declared to me that he voluntarily affixed the signature appearing on the instrument / document for the purposes stated therein and that she executed the instrument / document as his free and voluntary act and deed (and if he acted in representative capacity, he has the authority to sign in that capacity).

The instrument / document referred to is a Purchase Contract consisting of ten (10) pages including the page on which this Acknowledgement is written duly signed by the parties and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the date and place first above written.

Doc. No. 1290
Page No. 135
Book No. 97
Series of 2022.
MCLE Compliance No.

Buenaventura S. Medina Jr.
ATTY. BUENAVENTURA S. MEDINA JR.
NOTARY PUBLIC UNTIL DEC. 31, 2022
ROLL NO. 4191-A-03 MANILA
IBP LIFETIME NO. 9765437-A-03
MCLE NO. 076547856-A-06
PTR NO. 2700562-01-06-21
VERIFICATION NO. 42153000
UNDER SUPREME COURT B.M. NO. 3795
EXTENDED FROM JAN 1 to June 20, 2022

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[Signature]
LEONARD P. LIM