

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 Coast Hotel Manila, 1588 M.H. Del Pilar cor. Pedro Gil Street, Malate, Manila, represented in this act by its General Manager II, **REDENTOR T. RIVERA**, hereinafter referred to as "**PAGCOR**";

-and-

TPV TRADING, a sole proprietorship duly organized and registered under the laws of the Republic of the Philippines, with office address at Blk 20 Lot 32 Golden City, Canlalay, Binan, Laguna, represented in this act by its Owner, **FE P. DE VERA**, hereinafter referred to as the "**SUPPLIER**";

RECITALS:

WHEREAS, PAGCOR has a requirement for the Supply and Delivery of Polyethylene Terephthalate (PET) Bottles (Additional) under ITB No. CB22-12-027ANG;

WHEREAS, PAGCOR conducted a procurement through the use of Public Bidding in accordance with *Republic Act No. 9184 (Government Procurement Reform Act)* and its *Revised Implementing Rules and Regulations* for the procurement of the Goods;

WHEREAS, the SUPPLIER has submitted the single calculated and responsive bid for the Goods;

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:


CHARLOTTE R. ANDRADA




FE P. DE VERA

- The SUPPLIER shall undertake the Supply and Delivery of Polyethylene Terephthalate (PET) Bottles (Additional) with the following technical specifications:

Item No	Brief Description	Quantity/Unit of Measurement
1	PET bottles, drinking, 350ml. with at least 1.5 cm height cap, clear plastic Sample: 	112,866 pieces

OTHER REQUIREMENTS:

Delivery shall be on a monthly basis for a period of three (3) months or upon advice of the End-user.

Sample bottle to be presented to End-user for approval prior to commencement of delivery.

PAGCOR end user shall have the right to request for replacement for items found defective/reject.

The term "upon advice of the end-user" refers to the option of the end-user to request for an advance delivery or to put on hold delivery, depending upon the stock level position.

- The total contract price shall be in the amount of **Three Hundred Seventy-Nine Thousand Two Hundred Twenty-Nine and 76/100 Pesos (P379,229.76)**, VAT-Exclusive, Zero-Rated transaction.

Item No.	Description	Quantity	Unit Price	Amount
1	PET bottles, drinking, 350ml. with at least 1.5 cm height cap, clear plastic	112,866 pieces	P3.36	P379,229.76

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.

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FER P. DEVERA
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CHARLOTTE R. ANDRADA

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3. The SUPPLIER shall commence with the initial supply and delivery of items within fifteen (15) calendar days effective upon receipt of this notice, for a period of three (3) months and based on General Conditions of the Request for Quotation (RFQ). The SUPPLIER shall deliver at Casino Filipino – Angeles, Mac Arthur Highway, Balibago, Angeles City.

4. PAGCOR shall pay the total amount of **Three Hundred Seventy-Nine Thousand Two Hundred Twenty-Nine and 76/100 Pesos (P379,229.76), VAT-Exclusive, Zero-Rated transaction.**

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, 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 each day 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 and above the liquidated damages to be paid by the SUPPLIER, without prejudice to other courses of action and remedies open to it.

In case the SUPPLIER still fails to deliver the item from the supposed date of delivery, as indicated in the Technical Specification and Monitoring Schedule 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 to 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 to immediately 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 and obligations under this Contract are of a personal nature and compliance thereto 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


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CHARLOTTE R. ANDRADA



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.
- d. The defective items shall be replaced within seven (7) calendar days upon receipt of notice. In case of 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 each day 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 shall 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.

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:



FE P. DE VERA



CHARLOTTE R. ANDRADA



Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. (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.	<p style="text-align: center;"><u>Five Percent (5%)</u></p> <p style="text-align: center;">Eighteen Thousand Nine Hundred Sixty-One & 49/100 Pesos (P18,961.49)</p>
(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 for the contract awarded.	<p style="text-align: center;"><u>Thirty Percent (30%)</u></p> <p style="text-align: center;">One Hundred Thirteen Thousand Seven Hundred Sixty-Eight & 93/100 Pesos (P113,768.93)</p>

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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 _____, 2022 at _____.


**PHILIPPINE AMUSEMENT AND
GAMING CORPORATION
(PAGCOR)**

TIN No. 033-000-887-972

Represented by:


REDENTOR T. RIVERA
General Manager II
CF Angeles

PASSPORT NO. P6055621A
Valid until: February 15, 2028


FERRER DE VERA

TPV TRADING

TIN No. 126-896-349-000

Represented by:


FERRER DE VERA
Owner

Driver's License: D04-00-154247
Validity until: February 07, 2023

Signed in the presence of:



CHARLOTTE R. ANDRADA



CHARLOTTE R. ANDRADA


CHARLOTTE R. ANDRADA

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of ANGELES CITY on this FEB 16 2023, 2022, personally appeared the following with his respective Government ID:

NAME: Government ID No.

Redentor T. Rivera

REDENTOR T. RIVERA PASSPORT NO. P6055621A
Valid until: February 15, 2028

Redentor T. Rivera
REP. DE VERA

known to me to be the same person who executed the foregoing Purchase Contract consisting of eight (8) pages including the page on which this Acknowledgment is written, and who acknowledged to me that the same is his free and voluntary act and deed as well as the free voluntary act and deed of the entity he respectively represents.

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

Charlotte R. Andrada
CHARLOTTE R. ANDRADA

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Atty. Romeo V. Yusi Jr.
ATTY. ROMEO V. YUSI JR.
Notary Public / until December 31, 2023
Comm. No. 2022-924 / Angeles City
Mabalacat / P. O. Box 143333
PTR DP No. AC-199932 / M. P. O. JALAT, Pamp.
IBP OS No. 251622 / C. B. J. 22 / P. O. Box 13 City
MCLE Comp. No. VII-0002997 / valid until 4/15/2025
Roll No. 45239
151-C Sta. Rosario St. Sta. Domingo, Angeles City

Romeo V. Yusi Jr.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF Binan, Laguna) S.S.

City of Binan, Laguna

BEFORE ME, a Notary Public for and in the City of _____, on this 08 FEB 2023, 2022, personally appeared the following with his respective Government ID:

NAME: **Government ID No.**

FE DE VERA

FEDEVERA
Driver's License: D04-00-154247
Validity until : February 07, 2023

known to me to be the same person who executed the foregoing Purchase Contract consisting of eight (8) pages including the page on which this Acknowledgment is written, and who acknowledged to me that the same is her free and voluntary act and deed as well as the free voluntary act and deed of the entity she respectively represents.

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CHARLOTTE R. ANDRADA

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

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[Signature]
ATTY. **ARACELINO M. MIRADOR**
Notary Public
Com. No. 2021-07; City of Binan, Laguna
Until December 31, 2023
Bonifacio Street, Binan, Laguna
Roll No. 37960; PTR 1832239
Issued at Binan, Laguna; 01.03.2023
IBP No. 257364; Laguna Chapter
MCLE COMPLIANCE No. VI-0022705

[Signature]

