

## 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 (5<sup>th</sup>) 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 Raw Materials for VIP Bar, Buffet and Noodle Bar (1st Sem) under ITB No. FB22-10-003ANG;

**WHEREAS**, PAGCOR conducted a procurement through the use of Negotiated Procurement (two failed Biddings) 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



FE P. DE VERA  


  
CHARLOTTE R. ANDRADA



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

1. The SUPPLIER shall undertake the Supply and Delivery of Raw Materials for VIP Bar, Buffet and Noodle Bar (1st Sem) with the following technical specifications:

Lot 1 : MEAT PRODUCTS			
Item No.	Brief Description	Quantity/ Unit of Measurement	Weekly Delivery
1	Beef Sirloin, fresh	400 kg	20 kg
2	Pork Ground, lean, fresh	400 kg	20 kg
3	Pork Liempo, fresh	400 kg	20 kg
4	Pork Kasim, fresh	400 kg.	20 kg
5	Fish Fillet (1 kg/pack)	300 packs	15 packs

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FE P. DE VERA

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CHARLOTTE R. ANDRADA

*Handwritten signature*

**LOT 2 - POULTRY**

Item No.	Brief Description	Quantity/ Unit of Measurement	Weekly Delivery
1	Chicken Breast, fresh	360kg	18 kg
2	Chicken Whole, fresh	860 kg	43 kg
3	Chicken liver, fresh	220 kg	11 kg

**OTHER REQUIREMENTS:**

Delivery shall be on a weekly basis for twenty (20) weeks.

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

**GENERAL CONDITIONS:**

**Delivery/Contract Duration:**

The initial delivery shall be made within thirty (30) calendar days from the date of receipt by the winning supplier/contractor of the Notice to Proceed, for twenty (20) weeks.

**Note: Staggered Delivery**

**Validity of Offer:**

Ninety (90) calendar days from the date of the Submission, Receipt, Opening and Preliminary Examination of the Best Offer/Quotation

2. The total contract price shall be in the amount of **One Million One Hundred Nine Thousand Two Hundred Pesos (P1,109,200.00)**, VAT-Exclusive, Zero-Rated transaction for the following lots:

LOT 1 : MEAT PRODUCTS				
Item No.	Brief Description	Quantity	Unit Price	Amount
1	Beef Sirloin, fresh	400 kg	500.00	200,000.00
2	Pork Ground, lean, fresh	400 kg	450.00	180,000.00
3	Pork Liempo, fresh	400 kg	450.00	180,000.00



4	Pork Kasim, fresh	400 kg.	420.00	168,000.00
5	Fish Fillet (1 kg/pack)	300 packs	200.00	60,000.00
<b>AMOUNT for LOT 1</b>				<b>₱788,000.00</b>
<b>LOT 2 - POULTRY</b>				
1	Chicken Breast, fresh	360kg	220.00	79,200.00
2	Chicken Whole, fresh	860 kg	220.00	189,200.00
3	Chicken liver, fresh	220 kg	240.00	52,800.00
<b>AMOUNT for Lot 2</b>				<b>₱321,200.00</b>
<b>TOTAL AMOUNT (Lot 1 and 2)</b>				<b>₱1,109,200.00</b>

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 with the initial supply and delivery of items within thirty (30) calendar days effective upon receipt of the notice to proceed and for a period of twenty (20) weeks, and based on Delivery/Contract Duration 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 **One Million One Hundred Nine Thousand Two Hundred Pesos (₱1,109,200.00), VAT-Exclusive, Zero-Rated transaction** for the following lots:

LOT	DESCRIPTION	BID AMOUNT
1	Fresh Meat Products	Seven Hundred Eighty-Eight Thousand Pesos ( <b>₱788,000.00</b> ), VAT-Exclusive, Zero-Rated Transaction
2	Poultry	Three Hundred Twenty-One Thousand Two Hundred Pesos ( <b>₱321,200.00</b> ), VAT-Exclusive, Zero-Rated Transaction
<b>TOTAL</b>		One Million One Hundred Nine Thousand Two Hundred Pesos ( <b>₱1,109,200.00</b> ), 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

*Andrada*  
**FF P. DE VERA**

*Andrada*  
**CHARLOTTE R. ANDRADA**

*Andrada*

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 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. 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:

  
FER P. DE VERA

  
CHARLOTTE R. ANDRADA





- 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 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.
- 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.

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 Percentage of the Total Contract Price)								
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	<b>Five Percent (5%)</b>  <table border="1"> <thead> <tr> <th>LOT</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>₱39,400.00</td> </tr> <tr> <td>2</td> <td>₱16,060.00</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>₱55,460.00</b></td> </tr> </tbody> </table>	LOT	AMOUNT	1	₱39,400.00	2	₱16,060.00	<b>TOTAL</b>	<b>₱55,460.00</b>
LOT		AMOUNT							
1		₱39,400.00							
2	₱16,060.00								
<b>TOTAL</b>	<b>₱55,460.00</b>								
(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									



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CHARLOTTE R. ANDRADA

*FE P. DE VERA*  
FE P. DE VERA

<p>a Universal or Commercial Bank, if issued by a foreign bank.</p>									
<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 to the contract awarded.</p>	<p style="text-align: center;"><b>Thirty Percent (30%)</b></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>LOT</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>₱236,400.00</td> </tr> <tr> <td>2</td> <td>₱96,360.00</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>₱332,760.00</b></td> </tr> </tbody> </table>	LOT	AMOUNT	1	₱236,400.00	2	₱96,360.00	<b>TOTAL</b>	<b>₱332,760.00</b>
LOT	AMOUNT								
1	₱236,400.00								
2	₱96,360.00								
<b>TOTAL</b>	<b>₱332,760.00</b>								

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 \_\_\_\_\_

  
**FELIPE DE VERA**

**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

Represented by:

TIN No. 126-896-349-000

  
**FELIPE DE VERA**  
 Owner

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

  
**CHARLOTTE R. ANDRADA**

Signed in the presence of:

  
**WILBERLY DIZON**

  
**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  
Feb 16 2023, 2022, personally appeared the following with his respective  
Government ID:

**NAME:** Government ID No.

**REDENTOR T. RIVERA**

PASSPORT NO. P6055621A  
Valid until: February 15, 2028

*Rivera*  
**R.T. RIVERA**

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.

*Andrada*  
**CHARLOTTE R. ANDRADA**

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Book No. 46  
Series of 2023

*Andrada*  
**ATTY. ROMFOL YUSI JR.**  
Notary Public / Until December 31, 2023  
Comm. No. 2022-924, Angeles City  
Mabalacat / Pinaric & Magsaysay  
PTR, SP No. AC-19746031-1-1-2019, A.C. Camp.  
RSP No. 251622/1C-2019/34/P.A.C. City  
MCLE Comp. No. VII-0082997/valid until 4/14/2025  
Roll No. 45239  
151-C Stn. Rosario St. Sta. Domingo, Angeles City

*Yusi*



**ACKNOWLEDGMENT**

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

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

**NAME:**

FE DE VERA

**Government ID No.**

Driver's License: D04-00-154247

Validity until : February 07, 2023

*FE 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 her free and voluntary act and deed as well as the free voluntary act and deed of the entity she respectively represents.

*Charlotte R. Andrada*  
CHARLOTTE R. ANDRADA

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

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Page No. 4A  
Book No. 1  
Series of 2022

  
ATTY. LIZA D. L. 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

