

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 World Manila Bay Hotel, M.H Del Pilar cor. Pedro Gil Sts. Malate, Manila, represented in this act by its Chairman and Chief Executive Officer, **ANDREA D. DOMINGO**, hereinafter referred to as “**PAGCOR**”;

-and-

LD-RA TRADING, a sole proprietorship duly registered with the Department of Trade and Industry (DTI) with principal office address at #29-26 BNR Compound, Concepcion, Malabon City, represented in this act by its Sales Representative, **ANGELINA N. VILLACORTE**, authorized for this purpose by Special Power of Attorney dated February 5, 2018 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 Relief Goods for the Province of Albay – Plastic Water Container and Pail** under ITB No. EC18-01-005COR;

WHEREAS, PAGCOR conducted a Negotiated Procurement (Emergency Cases) in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its Implementing Rules and Regulations on September 13, 2017 for the procurement of the Project;

WHEREAS, the SUPPLIER was determined as the bidder having the lowest calculated responsive quotation (LCRQ) for the Project;

WHEREAS, PAGCOR has accepted the quotation 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 Relief Goods for the Province of Albay – Plastic Water Container and Pail with the following technical specifications:

Quantity	Technical Description	Unit Price / Item
3,000 pcs.	Plastic Water Container Size:5 gallons Feature:Faucet with two hole provision with lid cover	PhP 280.00
3,000 pcs.	Plastic Water Pail with Cover Size:5 gallons	PhP 190.00

2. The total contract price shall be in the amount of **One Million Four Hundred Ten Thousand Pesos (PhP1,410,000.00)**, VAT Exclusive, Zero-Rated Transaction, with breakdown as follows:

Quantity	Technical Description	Unit Price / Item	Contract Price
3,000 pcs.	Plastic Water Container Size:5 gallons Feature:Faucet with two hole provision with lid cover	PhP 280.00	<u>EIGHT HUNDRED FORTY THOUSAND PESOS</u> (PhP <u>840,000.00</u>)
3,000 pcs.	Plastic Water Pail with Cover Size:5 gallons	PhP 190.00	<u>FIVE HUNDRED SEVENTY THOUSAND PESOS</u> (PhP <u>570,000.00</u>)

PAGCOR and the **SUPPLIER** agreed 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 any 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 the items on January 20, 2018 at the Ground Floor, PAGCOR House Annex, 1105 Carmen Building, U.N. Avenue, Ma. Orosa St., Ermita Manila.
4. **PAGCOR** shall pay the total amount of **One Million Four Hundred Ten Thousand Pesos (PhP1,410,000.00)**, VAT Exclusive, Zero-Rated Transaction, subject to **PAGCOR's** acceptance (issuance of the IAR) in writing of the items described in the CONTRACT.
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 the supposed date of delivery, in addition to 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** to 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 not be modified, revised or amended without the 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:
- 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 Quotation, 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 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. Items delivered are subject for inspection and acceptance by Corporate Social Responsibility Group (CSR);
 - f. **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.
 - g. It shall pay taxes in full and on time, failure to do so will entitle PAGCOR to suspend payment.

9W



IN WITNESS WHEREOF, the parties have signed these presents on this _____ day of _____, 2018 at _____.

PHILIPPINE AMUSEMENT AND GAMING CORPORATION

TIN: 033-000-887-972

Represented by:



ANDREA D. DOMINGO

Chairman and Chief Executive Officer

TIN: 118-684-814

LD-RA TRADING

TIN: 172-805-174-000

Represented by:

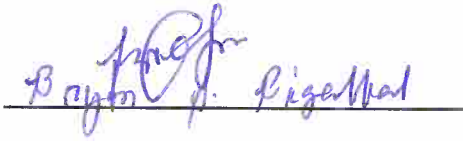


ANGELINA N. VILLACORTE

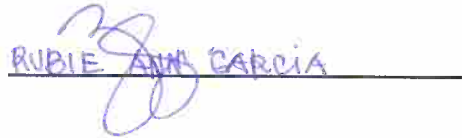
Sales Representative

TIN: 229-432-815-000

Signed in the presence of:



Bayan P. Ligallal



RUBIE ANN GARCIA

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
07 FEB 2018 day of 2018, 2018, personally appeared:

<u>NAME</u>	<u>Government ID No.</u>
ANGELINA N. VILLACORTE	<u>NO4-13-011152</u>
	Issuance Date: <u>4/20/2016</u>
	Place of Issuance: _____
	Expiry Date: <u>8/17/2019</u>

known to me and known to be the same person who execute the foregoing instrument consisting of seven (7) pages, including the page where the acknowledgment is written and acknowledged before me that the same is her free and voluntary act and deed and that of the Sole Proprietorship she represents.

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

Doc No. 233 ;
Page No. 48 ;
Book No. XXI ;
Series of 2018.


JOEL E. PANER
 NOTARY PUBLIC COMMISSION NO. 2018-042
 UNTIL 12-31-19 / MANILA
 UNIT A07M TMR 2 TAFT AVE MALATE MANILA
 ROLL NO. 440094BP LIFETIME NO. 2021-1-15-00
 PTR NO. 7002757 1-03-18 - MANILA
 MCLE COMPLIANCE NO. V-002349 5:8:2014

W

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF MANILA) S.S.

BEFORE ME, a Notary Public for and in City of Manila, Philippines, this FEB 22 2018 day of _____, 2018, personally appeared:

NAME

Government ID No.

ANDREA D. DOMINGO

PASSPORT EC0241404

Issuance Date: 07 Feb 2014


Place of Issuance: DFA-Manila

Validity Period:06 Feb 2019

known to me and known to be the same person who execute the foregoing instrument consisting of seven (7) pages, including the page where the acknowledgment is written and acknowledged before me that the same is her free and voluntary act and deed and that of the Corporation she represents.

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

Doc No. 29;
Page No. 7;
Book No. 3;
Series of 2018.


JEREMY B. LUGLUG
NOTARY PUBLIC
IN AND FOR THE CITY OF MANILA
6TH FLR, NEW WORLD MANILA BAY HOTEL & CASINO
M.H. DEL PILAR ST. MALATE, MANILA
COMM.NO. 2017 - 121, UNTIL DEC. 31, 2018
ROLL NO. 66158 /IBP LIFETIME NO.014876
MCLE COMPLIANCE N/A (Amited 2016)
IFUGAO CHAPTER
PTR NO.6000998/JAN.10.2017/MANILA

SPECIAL POWER OF ATTORNEY

ANNEX "A"

KNOW ALL MEN BY THESE PRESENTS:

I, ANGELITA N. SANDOVAL, of legal age, Filipino and a resident of 152 Roxas St., Santol, Balagtas, Bulacan, have NAMED, CONSTITUTED and APPOINTED, ANGELINA N. VILLACORTE, likewise of legal age, Filipino and a resident of 888 Santa Maria, Bulacan, to be my true and lawful ATTORNEY-IN-FACT, for us and in our name, place and stead, to do and perform the following acts and things, to wit:

- 1. To represent me and sign for and in my behalf;
2. To transact and negotiate with any government agencies, offices, persons, and institutions in connection with my business registered under the name LD-RA Trading located at 29-26 BNR Compound, Concepcion, Malabon City;
3. To withdraw and encash check from Landbank of the Philippines, Malabon Branch under Savings Account No. 0651-1129-90;
4. To execute, acknowledge and deliver any and all documents, and papers necessary in connection with paragraph 1 hereof.

HEREBY GIVING AND GRANTING unto my said attorney-in-fact full power and authority to do and perform all acts and things and for any and all intents and purposes as I might or could lawfully do if personally present, with full power of substitution and revocation, and HEREBY RATIFYING and CONFIRMING all that my said attorney or his substitute shall lawfully do or cause to be done under and by virtue of these presents.

IN WITNESS WHEREOF, we have hereunto affixed our signature this 05 FEB 2018 day of 2018, in the City of Malabon.

ANGELITA N. SANDOVAL
Principal

ACCEPTED AND CONFORME:

ANGELINA N. VILLACORTE
Attorney-in-fact

WITNESSES:

RUBIE ANN GARCIA

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Malabon) S.S.

BEFORE ME, a Notary Public in and for the City of Malabon, personally appeared Angelita N. Sandoval with Philhealth I.D. No. 19-025307402-0 issued by Philippine Health Insurance Corporation and Angelina N. Villacorte with Driver's License No. N04-13-011152 issued on April 20, 2016 by Land Transportation Office, both know to me and to me known to be the same persons who executed the foregoing document and acknowledged that the same are their own free and voluntarily act and deed.

WITNESS MY HAND AND SEAL this 05 FEB 2018, in the City of Malabon, Philippines.

Doc. No. 471
Page No. 95
Book No. 111
Series of 2018

ROSMEL M. BERNARDO
Notary Public
Roll No. 5879
PTR No. 4027800, 01-03-2018, Malabon
ISP No. 021194, 01-04-2018, CALREANA
MCLE Compliance No. V-004182
Appointment No. 16-044-MAI. (2017-2018)
My Commission Expires on December 31, 2018