

# 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 Eighth (8<sup>th</sup>) Floor, PAGCOR House Annex, Carmen Bldg., 1105 U.N. Avenue cor. Maria Orosa St., Ermita Manila, represented in this act by its Assistant Vice President, Procurement Department, **HERNANDO C. APIGO**, hereinafter referred to as "**PAGCOR**";

-and-

**C. ORTEGA GENERAL MERCHANDISE**, a sole proprietorship duly registered with the Department of Trade and Industry under the laws of the Republic of the Philippines, with business address at 344 Burot 2<sup>nd</sup> Balagtas, Bulacan, represented in this act by its Attorney-in-Fact, **ALICE P. DRILLO**, duly authorized for this purpose by a Special Power of Attorney dated January 31, 2018, hereto attached as Annex "A", hereinafter referred to as the "**SUPPLIER**".

Each **PAGCOR** or the **SUPPLIER** is referred to as **PARTY** and collectively as **PARTIES**.

## ANTECEDENTS:

**WHEREAS**, **PAGCOR** has a requirement for the **Supply and Delivery of Relief Goods** for the Province of Albay - Food Items under ITB No. EC18-01-006COR;

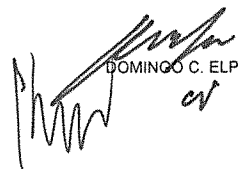
**WHEREAS**, **PAGCOR** conducted a Negotiated Procurement (Emergency Cases) in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its Implementing Rules and Regulations on September 13, 2017 for the procurement of the Project;

**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:

PURCHASE CONTRACT – C. ORTEGA GENERAL MERCHANDISE  
Supply and Delivery of Relief Goods for the Province of Albay-Food Items  
under ITB No. EC18-01-006COR

  
DOMINGO C. ELPA, JR.  
cr

  
ALICE P. DRILLO

## 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-Food Items with the following technical specifications:

Supply and Delivery of Various Food Items			
LOT NO.	DESCRIPTION	QUANTITY	UNIT OF MEASUREMENT (UOM)
1	<b>WELL MILLED RICE</b> Variety: Sinandomeng Packaging: 2 Kg / pack	3,000	pack
2	<b>INSTANT COFFEE IN SACHET</b> Branded; Variety: 3 in 1 Flavor: Original; Size: 20 grams Ingredients: Instant Coffee, Sugar, Coffee Creamer (Glucose Syrup, Hydrogenated Vegetable Oil), Soa1um Caseinate (Milk Protein), Sequestrates Emulsifiers, Anti Caking agent, Iodized Salt, Nature Identical Flavors 10 sachets per pack/box	3,000	box
3	<b>NOODLES</b> Branded; Variety: Instant; Flavor: Assorted; Size: 55-grams; Ingredients: Wheat Flour, vegetable oil (with natural antioxidant), iodized salt, Monosodium Glutamate, whey powder, sugar, natural and assorted artificial flavors, hydrolyzed vegetable protein, spices, cornstarch, flavor enhancers, dehydrated chives, carbonates, phosphates, stabilizer, sunset yellow, tartrazine, vitamin A	12,000	pcs
4	<b>CANNED TUNA</b> Branded: ready to eat canned tuna flakes in oil in easy open cans; Size 150 or 155 grams; Flavor: regular or spicy	4,000	can

2. The total contract price shall be in the amount of **Nine Hundred Sixty-Eight Thousand Pesos (PhP968,000.00)**, VAT Exclusive, Zero-Rated Transaction, with breakdown as follows:

LOT NO.	DESCRIPTION	QTY	UOM	UNIT COST	TOTAL COST
1	<b>WELL MILLED RICE</b>	3,000	pack	PhP125.00	PhP375,000.00
2	<b>INSTANT COFFEE IN SACHET</b>	3,000	box	PhP91.00	PhP273,000.00
3	<b>NOODLES</b>	12,000	pcs	PhP14.00	PhP168,000.00
4	<b>CANNED TUNA</b>	4,000	can	PhP38.00	PhP152,000.00

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DOMINGO C. ELPA, JR.  
cv

ALICE P. ORTEGA

**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 **Nine Hundred Sixty-Eight Thousand Pesos (PhP968,000.00)**, 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

**PURCHASE CONTRACT – C. ORTEGA GENERAL MERCHANDISE**  
Supply and Delivery of Relief Goods for the Province of Albay-Food Items  
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*Alice Dorado*

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 (CSRG);
  - 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.

*ALICE ORILLO*

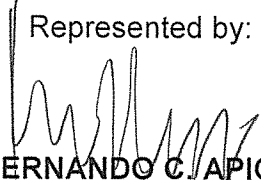
*[Signature]*  
DOMINGO C. ELPA, JR.  
*[Signature]*

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

**C. ORTEGA GENERAL MERCHANDISE**  
TIN: \_\_\_\_\_

Represented by:

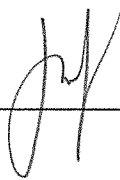
  
**HERNANDO C. APIGO**  
Assistant Vice President  
Procurement Department  
TIN: 210-735-638

Represented by:

  
**ALICE P. DRILO**  
Secretary  
TIN: 402-286-596-000

Signed in the presence of:

  
\_\_\_\_\_

  
\_\_\_\_\_

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

\_\_\_\_\_) S.S.  
QUEZON CITY

BEFORE ME, a Notary Public for and in City of QUEZON CITY, Philippines, this  
FEB 12 2018 day of \_\_\_\_\_, 2018, personally appeared:

NAME  
  
ALICE P. DRILO

Government ID No.  
  
TIN NO. 402-286-596-000  
Issuance Date: December 15, 2010  
Place of Issuance: Quezon City  
Expiry Date: \_\_\_\_\_

known to me and known to be the same person who execute the foregoing instrument consisting of six (6) 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 entity she being represents.

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

Doc No. 131  
Page No. 28  
Book No. 32A  
Series of 2018.

*[Signature]*  
ATTY. BENJAMIN H. ALFONSO  
NOTARY PUBLIC  
UNTIL December 31, 2018  
PTR NO. 5520234, January 3, 2018, QUEZON CITY  
IBP NO. 019073 12-20-2017 - QUEZON CITY  
ROLL NO. 13296  
ADM. MATTER NO. NP-046-(2017-2018)  
TIN NO. 377-967-619-000  
MCLE III-0024526 - December 12, 2017  
# 34 Assefa St. GSIS Village  
Project 8 Quezon City

*[Handwritten: ALICE P. DRILO]*

*[Signature]*  
DOMINGO C. ELPA, JR.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF MANILA

) S.S.

BEFORE ME, a Notary Public for and in City of Manila, Philippines, this FEB 15 2018 day of \_\_\_\_\_, 2018, personally appeared:

NAME

Government ID No.

HERNANDO C. APIGO

PAGCOR ID No. 02-0129


Issuance Date: 2002

Place of Issuance: Manila

known to me and known to be the same person who execute the foregoing instrument consisting of six (6) pages, including the page where the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Doc No. 36;  
Page No. 9;  
Book No. 3;  
Series of 2018.

  
ALIAH M. COMAGUL  
NOTARY PUBLIC  
IN AND FOR THE CITY OF MANILA  
6<sup>TH</sup> FLR, NEW WORLD MANILA BAY HOTEL & CASINO  
M.H. DEL PILAR ST. MALATE, MANILA  
COMM. NO. 2017 - 129, UNTIL DEC. 31, 2018  
ROLL NO. 86523 /BP NO. 1071948  
MCLE COMPLIANCE: (N/A Amitted 2016)  
PPLM CHAPTER  
PIR NO. 7003424/JAN 65 2018/MANILA

PURCHASE CONTRACT – C. ORTEGA GENERAL MERCHANDISE  
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*Aliah M. Comagul*

SPECIAL POWER OF ATTORNEY

Know all men by these Present:

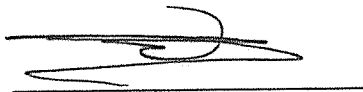
That I Carlo R. Ortega legal age, Filipino single, with resident and postal Address at 344 Buro 2nd, Balagtas, Bulacan, do hereby, name, constitute and Appoint my authorize secretary, Alice Drilo, also of legal age, Filipino, married with residence at 44 St. Louise Compound 7, Baesa, Quezon City, to be and lawful Attorney-in-fact to do and perform the following acts with PAGCOR in reference to the Lot 7 of the Supply and Delivery of Various Relief Goods for the Province of Albay - Food Items under ITB No. EC18-01-006COR.

To sign and negotiate contract on behalf of C. ORTEGA GENERAL MERCHANDISE

Hereby giving and granting unto my said Attorney-in-fact full Power and authority to do what ever requisite to be done in about promise as I might or could lawfully do of personally present and hereby ratifying and conforming all that my said attorney-in act shall do or cause by virtue here to.

JAN 31 2018

In WITNESS HEREOF, I here unto affixed my signature this \_\_\_\_\_ day of \_\_\_\_\_ 2018, in the ~~QUEZON CITY~~ PHILIPPINES.



CARLO R. ORTEGA  
PROPRIETOR



ALICE DRILO  
SECRETARY

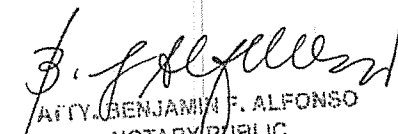
SIGN IN THE PRESENCE: \_\_\_\_\_

REPUBLIC OF THE PHILIPPINES  
CITY OF: \_\_\_\_\_

JAN 31 2018

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ IN THE CITY OF \_\_\_\_\_ PERSONAL APPEARED CARLO R. ORTEGA with Res. Cert. 13395529 Issued on ~~01/22/2017~~ at Balagtas, Bulacan, known to be same person who executed the foregoing Special Power of Attorney.

DOC. NO. 252  
PAGE NO. 6/69  
BOOK NO. 708  
SERIES NO. 708

  
ATTY. BENJAMIN F. ALFONSO  
NOTARY PUBLIC  
UNTIL December 31, 2018  
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ROLL NO. 13296  
ALM. MATTER NO. NP-048-(2017-2018)  
TIN NO. 177-967-619-000  
MCLE III-0024528 - December 12, 2017  
# 34 Assel's St. GSIS Village  
Project 6 Quezon City

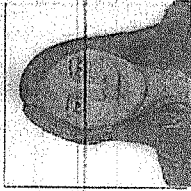


REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF FINANCE  
BUREAU OF INTERNAL REVENUE



DRILO ALICE PATINO

TIN: **402-286-596-000**  
44 ST. LOUIS CMPD 7 BAESA  
QUEZON CITY



BIRTH DATE: November 19, 1977

DATE ISSUED: December 15, 2010

SIGNATURE