

PURCHASE CONTRACT

PO NO. 35558

This PURCHASE CONTRACT (the "CONTRACT") is entered into and executed by and between:

Budget Authorization no. MB 18-08-024

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, 1588 New World Manila Bay Hotel, M.H Del Pilar cor. Pedro Gil Sts. Malate, Manila, 1004 represented in this act by its Casino Filipino-Manila Bay Branch Manager, ENRILE DJ. ESGUERRA, hereinafter referred to as "PAGCOR";

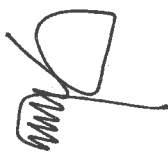
-and-

PRIMESOLV TECHNOLOGIES CO. a partnership duly organized and existing under the laws of the Republic of the Philippines, with office address, at Room 205 Felicidad Bldg., #23 Mac Arthur Highway, Karuhatan, Valenzuela City represented in this act by Sales and Marketing Executive, ADELAIDA M. MARTIL, duly authorized for this purpose by a Partner's Resolution¹, hereinafter referred to as the "SUPPLIER".

"Each of PAGCOR and the SUPPLIER may be referred to as a "PARTY or collectively referred to as the "Parties"

WITNESSETH THAT:

WHEREAS, PAGCOR has a requirement for Lot 1: Various Other Supplies of the Supply and Delivery of Two (2) Lots Common Use Supplies and Materials - Other Supplies under ITB No.: PB19-04-009MAB;



WHEREAS, PAGCOR conducted a Public Bidding in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its Revised Implementing Rules and Regulations on May 22, 2019 for the procurement of the Project;

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



WHEREAS, PAGCOR has accepted the bid of the SUPPLIER, subject to the terms and conditions hereunder stipulated;



¹ Annex "A"-Partner's Resolution

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 various other supplies with the following technical specifications:

Lot 1: Various Other Supplies	
50 cans	Air freshner, car air freshner <ul style="list-style-type: none"> • Branded • Lime, lemon, apple & orange scent • Expiration date should be at least ten (10)) months from date of delivery / acceptance.
360 bottles	Baby cologne, 125 ml. <ul style="list-style-type: none"> • Branded • Expiration date should be at least ten (10) months from date of delivery / acceptance.
360 bottles	Baby oil, 125 ml. original scent <ul style="list-style-type: none"> • Branded • Expiration date should be at least ten (10) months from date of delivery / acceptance.
12,000 pieces	Bag, polyethylene, 40" x 40" <ul style="list-style-type: none"> • Color - clear plastic • Thickness – 0.004 of an inch • Seal – flat bottom • Packaging – 50 pieces per bundle the supplier must provide certification of thickness from its manufacturer.
66 pieces	Battery, lithium, CR2032, 3 volts <ul style="list-style-type: none"> • Branded • Expiration date should be at least twelve (12) months from date of delivery / acceptance.
120 gallons	Bleach, liquid, disinfectant <ul style="list-style-type: none"> • Branded • Expiration date should be at least ten (10) months from date of delivery / acceptance.
240 pieces	Face towel, 11" x 11" <ul style="list-style-type: none"> • White • Minimum size of 11" x 11" each
110 pieces	Flannel cloth <ul style="list-style-type: none"> • assorted colors • minimum size of 18" x 18" each
100 pieces	Glue stick, 12mm. x 12"
132 gallons	Liquid hand soap <ul style="list-style-type: none"> • Lemon scent

	<ul style="list-style-type: none"> Expiration date should be at least ten (10) months from date of delivery / acceptance.
360 bottles	Lotion, 200 ml. original scent <ul style="list-style-type: none"> Branded moisturizer Expiration date should be at least ten (10) months from date of delivery / acceptance.
6 boxes	Mask, surgical mask
60 bottles	Mouth wash, 250 ml., mint flavor <ul style="list-style-type: none"> Branded Expiration date should be at least ten (10) months from date of delivery / acceptance.
72 pieces	Powder, baby powder, 200 g, original scent <ul style="list-style-type: none"> Branded Expiration date should be at least ten (10) months from date of delivery / acceptance.
40 pieces	Soap, bath soap, 60g, scented any <ul style="list-style-type: none"> Branded Expiration date should be at least ten (10) months from date of delivery / acceptance.
150 bottles	Soap, dishwashing liquid, 250 ml. <ul style="list-style-type: none"> Branded Expiration date should be at least ten (10) months from date of delivery / acceptance.
30 kilos	Stupa rug <ul style="list-style-type: none"> white cloth
120 pieces	Toothbrush, single packaging <ul style="list-style-type: none"> Branded Nylon bristles
12 pieces	Glue, locktite super glue <ul style="list-style-type: none"> Branded 20 grms.
1 roll	Plastic, laminating film <ul style="list-style-type: none"> 9 inches x 100 mtrs.
1,000 pieces	Plastic jacket, id card, 106 x 82mm
1,000 pieces	Ballpen, red

2. The total contract price shall be in the amount of Five Hundred Ninety-Eight Thousand Nine Hundred Fifty-Five Pesos and 60/100 (PhP 598,955.60), VAT Exclusive, Zero-Rated Transaction, with breakdown as follows:

Count	Description	Quantity	Unit Cost	Total Cost
-------	-------------	----------	-----------	------------

1	Air freshner, car air freshner	50 cans	PhP 78.00	PhP 3,900.00
2	Baby cologne, 125 ml.	360 bottles	PhP 89.00	PhP 32,040.00
3	Baby oil, 125 ml. original scent	360 bottles	PhP105.00	PhP 37,800.00
4	Bag, polyethylene, 40" x 40"	12,000 pieces	PhP 25.50	PhP 306,000.00
5	Battery, lithium, cr2032, 3 volts	66 pieces	PhP110.00	PhP 7,260.00
6	Bleach, liquid, disinfectant	120 gallons	PhP138.00	PhP 16,560.00
7	Face towel, 11" x 11" minimum size, white	240 pieces	PhP 23.00	PhP 5,520.00
8	Flannel cloth, 18" x 18" minimum size	110 pices	PhP 48.00	PhP 5,280.00
9	Glue stick, 12mm. x 12"	100 pieces	PhP18.00	PhP 1,800.00
10	Liquid hand soap	132 gallons	PhP 275.00	PhP 36,300.00
11	Lotion, 200 ml. original scent	360 bottles	PhP 215.00	PhP 77,400.00
12	Mask, surgical mask	6 boxes	PhP 350.00	PhP 2,100.00
13	Mouth wash, 250 ml., mint flavor	60 bottles	PhP 118.00	PhP 7,080.00
14	Powder, baby powder, 200 g, original scent	72 pieces	PhP 99.80	PhP 7,185.60
15	Soap, bath soap, 60g, scented any	40 pieces	PhP 23.00	PhP 920.00
16	Soap, dishwashing liquid, 250 ml.	150 bottles	PhP 78.00	PhP 11,700.00
17	Stupa rug	30 kilos	PhP 105.00	PhP 3,150.00
18	Toothbrush, single packaging	120 pieces	PhP 28.00	PhP 3,360.00
19	Glue, locktite super glue	12 pieces	PhP450.00	PhP 5,400.00
20	Plastic, laminating film	1 roll	PhP 1,700.00	PhP 1,700.00
21	ID plastic jacket, pocket id	1,000 pieces	PhP 18.50	PhP 18,500.00
22	Pen, ballpen red	1,000 pieces	PhP 8.00	PhP 8,000.00

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 the Various Other Supplies from the date of receipt of the winning supplier/contractor of the Notice to Proceed upon advise of the end-user. The delivery shall take place at the Casino Filipino – Manila Bay, Southdrive T. M. Kalaw Extension, Ermita Manila based on the following schedule:

Lot 1: Various Other Supplies

1 st Delivery	25 cans	Air freshner, car air freshner	Within Fifteen (15) calendar days from the receipt of the Notice to Proceed or upon advise of end-user.
	180 bottles	Baby cologne, 125 ml.	
	180 bottles	Baby oil, 125 ml. original scent	
	4,000 pieces	Bag, polyethylene, 40" x 40"	
	66 pieces	Battery, lithium, cr2032, 3 volts	
	40 gallons	Bleach, liquid, disinfectant	
	240 pieces	Face towel, 11" x 11" minimum size, white	
	110 pieces	Flannel cloth, 18" x 18" minimum size	
	100 pieces	Glue stick, 12mm. x 12"	
	44 gallons	Liquid hand soap	
	180 bottles	Lotion, 200 ml. original scent	
	6 boxes	Mask, surgical mask	
	30 bottles	Mouth wash, 250 ml., mint flavor	
	36 pieces	Powder, baby powder, 200 g, original scent	
	40 pieces	Soap, bath soap, 60g, scented any	
	75 bottles	Soap, dishwashing liquid, 250 ml.	
	30 kilos	Stupa rug	
	60 pieces	Toothbrush, single packaging	
	6 pieces	Glue, locktite super glue	
	1 roll	Plastic, laminating film	
500 pieces	ID plastic jacket, pocket id	Within One Hundred Twenty (120) calendar days from the receipt of the Notice to Proceed or upon advise of end-user	
500 pieces	Pen, ballpen red		
25 cans	Air freshner, car air freshner		
4,000 pieces	Bag, polyethylene, 40" x 40"		
40 gallons	Bleach, liquid, disinfectant		
44 gallons	Liquid hand soap		
75 bottles	Soap, dishwashing liquid, 250 ml.		
6 pieces	Glue, locktite super glue		
500 pieces	ID plastic jacket, pocket id	Within One Hundred Eighty	
180 bottles	Baby cologne, 125 ml.		

[Handwritten signatures and initials]

[Handwritten initials]

Delivery	180 bottles	Baby oil, 125 ml. original scent	(180) calendar days from the receipt of the Notice to Proceed or upon advise of end-user
	180 bottles	Lotion, 200 ml. original scent	
	30 bottles	Mouth wash, 250 ml., mint flavor	
	36 pieces	Powder, baby powder, 200 g, original scent	
	60 pieces	Toothbrush, single packaging	
	500 pieces	Pen, ballpen red	
4 th Delivery	4,000 pieces	Bag, polyethylene, 40" x 40"	Within Two Hundred Forty (240) calendar days from the receipt of the Notice to Proceed or upon advise of end-user
	40 gallons	Bleach, liquid, disinfectant	
	44 gallons	Liquid hand soap	

4. PAGCOR shall pay the total amount of Five Hundred Ninety-Eight Thousand Nine Hundred Fifty-Five Pesos and 60/100 (PhP 598,955.60), VAT Exclusive, Zero-rated transaction, based on the following schedule:

99% of the costs of the items <u>delivered subject to PAGCOR's acceptance [issuance of the Inspection and Acceptance Report (IAR)]</u> in writing of the items described in the PO.	Five Hundred Ninety-Two Thousand Nine Hundred Sixty-Six Pesos and 04/100 (PhP 592,966.04)
1% Retention of the items delivered per lot to be paid after three (3) months 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).	Five Thousand Nine Hundred Eighty-Nine Pesos and 06/100 (PhP 5,989.06)

OR

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.	Five Hundred Ninety-Eight Thousand Nine Hundred Fifty-Five Pesos and 60/100 (PhP 598,955.60)
--	--

5. The SUPPLIER shall complete the supply and delivery of goods in accordance with the Schedule of Delivery. 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 thirty (30) days from the supposed date of delivery, 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 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. 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 delivered shall be in accordance with the specifications described in paragraph 1 and 2 of this Contract.
 - b. It has good title to the goods described in the Bidding Documents and the Contract, that it has 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) 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. 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 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 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.	

[Handwritten signature]

[Handwritten signature]

[Handwritten initials]

<p>(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>	<p>Five Percent (5%) Twenty-Nine Thousand Nine Hundred Forty-Seven Pesos and 78/100 (PhP 29,947.78)</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>Thirty Percent (30%) One Hundred Seventy-Nine Thousand Six Hundred Eighty-Six Pesos and 68/100 (PhP 179,686.68)</p>

In case the SUPPLIER posted a Bid Security in the form of Cash, Cashier's or Manager's Check, the same may be utilize as additional payment to complete the amount of the performance security.

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 _____, 20__ at _____.

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

PRIMESOLV TECHNOLOGIES CO
TIN: 009-029-415-000


Represented by:


Represented by:


ENRILE D. ESGUERRA
Branch Manager
TIN: 101-998-457


ADELAIDA M. MARTIL
Sales and Marketing Executive
TIN: 146-051-926-000

Signed in the presence of:





ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
MANILA) S.S.


BEFORE ME, a Notary Public for and in City of MANILA, Philippines, this
day of JUL 09 2019, 2019, personally appeared:

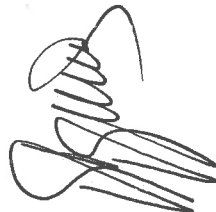
NAME	ID	ISSUED AT/ON
 ADELAIDA M. MARTIL Sales and Marketing Executive		Driver's License No. N02-97-349587 Expiration date: November 14, 2023

known to me and known to be the same person who executed the foregoing instrument consisting of eleven (11) pages, including the page whereon the acknowledgments 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. 225;
Page No. 63;
Book No. IV;
Series of 2019.


ATTY. LLOYD ALLAN A. CUDAL
NOTARY PUBLIC
UNTIL DECEMBER 31, 2020
PTR NO. 7930983 M.L.A. 11-15-2018
IBP NO. 025208 PASIG 1-10-18
NOTARIAL COMMISSION NO. 2019-011
ROLL NO. 52809
MCLE NO. VI-0014175 10-10-2018
RM 310 NPC BLDG., INTRAMUROS, MANILA



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 JUL 08 2019, 2019, personally appeared:

NAME

ID ISSUED AT/ON


ENRILE DJ. ESGUERRA

PAGCOR ID No. 86-0918
Issuance Date: April 12, 2019
Place of Issuance: Manila

known to me and known to be the same person who executed the foregoing instrument consisting of eleven (11) pages, including the page whereon the acknowledgments 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. 313;
Page No. 64;
Book No. 1;
Series of 2019.


MICHELLE M. YU
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. 2018 -- 059 / UNTIL DEC. 31, 2019
ROLL NO. 70315 /BSP CHAPTER MANILA IV
MCLE COMPLIANCE VI-UNTIL 2022
MANILA IV - CHAPTER
PTR NO. 8049547/JAN. 11, 2019 /MANILA

