

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-

SUPREMES VENTURES YOUNG COPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 28/F Cityland Pasong Tamo Tower, Chino Roces Avenue, Makati City, represented in this act by its Chief Operating Officer and General Manager, **MARILYN F. TAMAYO**, duly authorized for this purpose by a Secretary's Certificate dated March 30, 2020, hereto attached as Annex "A", hereinafter referred to as the "**SUPPLIER**".

Each referred to as a "**PARTY**" and collectively as "**PARTIES**".

ANTECEDENTS:

WHEREAS, PAGCOR has a requirement for the Supply and Delivery of COVID-19 Relief Goods under ITB No. EC20-03-004COR;

WHEREAS, PAGCOR conducted Negotiated Procurement (Emergency Cases) in accordance with the Republic Act (R.A.) 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations (IRR) on March 24, 2020 for the procurement of the Project;

WHEREAS, the SUPPLIER has submitted the lowest calculated responsive quotation (LCRQ) for Lot No. 4 (Supply and Delivery of Instant Coffee) and Lot No. 5 (Supply and Delivery of Biscuits) of 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 undertakes to supply the requirements for Lot No. 4 (Supply and Delivery of Instant Coffee) and Lot No. 5 (Supply and Delivery of Biscuits) of the Supply and Delivery of COVID-19 Relief Goods with the following technical specifications:



ITEM No.	DESCRIPTION	QUANTITY
LOT 4 (SUPPLY AND DELIVERY OF INSTANT COFFEE)		
1	<ul style="list-style-type: none">• 3-in-1 coffee• Size: at least 25 grams per sachet• 10 sachets per pack• Brand: Great Taste 3-in-1 (30g x 10)	100,000 Packs
LOT 5 (SUPPLY AND DELIVERY OF BISCUITS)		
1	<ul style="list-style-type: none">• Size: at least 25 grams per single pack• 10 single packs per pack• Brand: Magic Flakes Cracker (28g X 10)	100,000 Packs
OTHER REQUIREMENTS:		
Expiration of Items: At least three (3) months from the date of delivery and acceptance.		
Provision for Defective Items: SUPPLIER is required to bring a contingency should there be a need to replace defective delivered items, detailed as follows		
<ul style="list-style-type: none">• 1 – 500 pcs = 3%• 501 – 1,000 pcs = 2%• 1,001 up = 1 %		

2. The total contract price shall be in the amount of Twelve Million One Hundred Thirty-Three Thousand Pesos (PhP12,133,000.00). VAT Exclusive, Zero-Rated Transaction, with breakdown as follows:

LOT NO./ DESCRIPTION	QUANTITY	UNIT PRICE	CONTRACT PRICE (VAT Exclusive, Zero-Rated Transaction)
Lot 4 (Supply and Delivery of Instant Coffee)	100,000 Packs	PhP 69.95 per pack	Six Million Nine Hundred Ninety-Five Thousand Pesos (PhP6,995,000.00)
Lot 5 (Supply and Delivery of Biscuits)	100,000 Packs	PhP 51.38 per pack	Five Million One Hundred Thirty-Eight Thousand Pesos (PhP5,138,000.00)

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 R.A. 9184 and its 2016 Revised IRR and the Revised Guidelines for Contract Price Escalation.

3. The SUPPLIER shall complete the supply and delivery of the relief goods at the Old Nayon Pilipino Warehouse, Airport Road, Pasay City, based on the following schedule:

Description	Total Required Quantity	1 st Delivery Within Three (3) Calendar days from receipt of NTP or upon end-user's advice	2 nd Delivery Within Six (6) Calendar days from receipt of NTP or upon end-user's advice	3 rd Delivery Within Nine (9) Calendar days from receipt of NTP or upon end-user's advice	4 th Delivery Within Twelve (12) Calendar days from receipt of NTP or upon end-user's advice
Lot 4 Supply and Delivery of Instant Coffee	100,000 Packs	25,000 Packs	25,000 Packs	25,000 Packs	25,000 Packs

Lot 5 Supply Delivery Biscuits	and of	100,000 Packs	25,000 Packs	25,000 Packs	25,000 Packs	25,000 Packs
---	-----------	------------------	-----------------	-----------------	-----------------	-----------------

4. **PAGCOR shall pay the total cost of the items per staggered delivery subject to the acceptance in writing of the end-user of PAGCOR [Issuance of the Inspection and Acceptance Report (IAR)].**
5. **The SUPPLIER shall complete the supply and delivery of the 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 thirty (30) days from 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 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 and specifications shall be described in no. 1 of this Contract.
- b. It has good title to the goods described in the Request for 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 based on the following:

SUPPLIER is required to bring a contingency should there be a need to replace defective delivered items, detailed as follows

- 1 – 500 pcs = 3%
- 501 – 1,000 pcs = 2%
- 1,001 up = 1 %

Failure to replace the defective items within the same period shall make the 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.

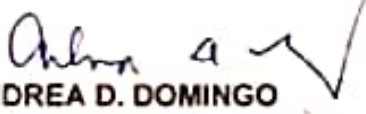
IN WITNESS WHEREOF, the parties have signed these presents on this _____ day of _____, 2020 at _____.

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

**SUPREMES VENTURES
YOUNG CORPORATION**
TIN: 009-359-536-000

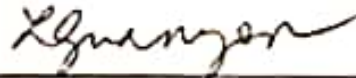
Represented by:

Represented by:


ANDREA D. DOMINGO
Chairman and Chief Executive Officer
TIN: 118-684-8111


MARILYN F. TAMAYO
Chief Operating Officer and Gen. Mgr.
TIN: 206-529-984-000

Signed in the presence of:



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 APR 02 2020, 2020, personally appeared:

NAME	ID ISSUED AT/ON
ANDREA D. DOMINGO	PASSPORT NUMBER P7681573A Date of Issuance: June 26, 2018 Valid until : June 25, 2028 Place of Issuance: DFA-Manila

known to me and known to be the same person who execute the foregoing Purchase Contract consisting of eight (8) pages, including the page whereon 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. 500 ;
Page No. 101 ;
Book No. II ;
Series of 2020


EMMANUELA PALADO, JR.
NOTARY PUBLIC
FOR AND IN THE CITY OF MANILA
877 PLE NEW WORLD MANILA BAY HOTEL & CASINO
MH DEL PILAR ST. MALATE, MANILA
COMMANO 2009-1450 UNTIL DEC. 31, 2020
ROLL NO. 3120000000 MANILA CHAPTER
MCLE COMPLIANCE NO. VI-0016294 UNTIL 4-14-2022
PTR NO. 0987692/VALID 12/31/2020

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Santa Rosa City, Laguna) S.S.

BEFORE ME, a Notary Public for and in City of Sta. Rosa City, Laguna, Philippines, this
31st day of March, 2020, personally appeared:

NAME
MARILYN F. TAMAYO

ID ISSUED AT/ON
Senior Citizen ID No. 033693
Date Issued: October 14, 2015
Issued by: City Government of
Sta. Rosa, Laguna

known to me and known to be the same person who execute the foregoing Purchase Contract consisting of eight (8) pages, including the page whereon 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.

MIGUEL C. CASTILLO
Notary Public
Until December 31, 2021
PTR No. 3933987; 01/03/2020
IBP-1036430; Roll-22044
Santa Rosa City, Laguna
MCLE-V-0025730; 10/16/17

Doc No. 781 :
Page No. 46 :
Book No. 10 :
Series of 2020.

SECRETARY'S CERTIFICATE

I, Luisito F. Tamayo, of legal age, single, with address at Buena Rosa 8 Subdivision, City of Santa Rosa, Laguna, after being duly sworn to in accordance with law hereby depose and state that:

- 1) That SUPREMES VENTURES YOUNG CORPORATION is a duly organized corporation and existing in accordance with Philippine laws, with business address at 28/F Cityland Pasong Tamo Tower, Chino Roces Ave., Makati City;
- 2) That the corporation is designating Liberty Tamayo-Guanzon as President & CEO, and/or Marilyn F. Tamayo as Chief Operating Officer and General Manager and authorized to deal, bid and transact, for and on behalf of SUPREMES VENTURES YOUNG CORPORATION with PAGCOR regarding all the procurement activities.

"RESOLVED, further that Liberty Tamayo-Guanzon and/or Marilyn F. Tamayo, be authorized as she is hereby authorized to accomplish, sign, execute, deliver and receive all papers and/or documents in connection with and/or pursuant to the PAGCOR Transactions."

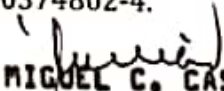
FURTHER AFFIANT SAYETH NAUGHT.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 30th day of March, 2020 at Makati City, Philippines.


Luisito F. Tamayo
Corporate Secretary

SUBSCRIBED AND SWORN to before me this 31st day of March, 2020 at Sta. Rosa City Affiant is personally known to me and exhibited to me his valid identification PhilHealth 01-050374802-4.

DOC NO. : 780
PAGE NO. : 45
BOOK NO. : 10
SERIES OF 2020


MIGUEL C. CASTILLO
Notary Public
Until December 31, 2021
PTR No. 3933987; 01/03/2020
IBP-1038430; Roll-22044
Santa Rosa City, Laguna
MCLE-V-0025730; 10/18/17