

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-

LANTAU INDUSTRIAL SUPPLIES AND SERVICES CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at KM 46, Mc Arthur Highway, Pio Cruzcoza, Calumpit, Bulacan, represented in this act by its Treasurer, **EVANGELINE D. VISTAN**, duly authorized for this purpose by its Secretary's Certificate dated January 14, 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 single calculated responsive quotation (SCRQ) for Lot No. 2 (Supply and Delivery of Canned Tuna) and Lot No. 3 (Supply and Delivery of Corned Beef) and the lowest calculated responsive quotation (LCRQ) for Lot No. 1 (Supply and Delivery of Instant Noodles) and Lot No. 6 (Supply and Delivery of Chocolate Powdered Drink) 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:

- The SUPPLIER undertakes to supply the requirements for Lots No. 1, 2, 3 and 6 of the Supply and Delivery of COVID-19 Relief Goods with the following technical specifications:

ITEM No.	DESCRIPTION	QUANTITY
LOT 1 (SUPPLY AND DELIVERY OF INSTANT NOODLES)		
1	<ul style="list-style-type: none"> Variety: Instant Branded Flavor: Assorted Size: at least 55 grams/piece Brand: Payless Instant Mami 	500,000 Pieces
LOT 2 (SUPPLY AND DELIVERY OF CANNED TUNA)		
1	<ul style="list-style-type: none"> Ready to eat and easy open can Size: at least 155 grams/can Flavor Assorted Brand: 555 	200,000 Cans
LOT 3 (SUPPLY AND DELIVERY OF CORNED BEEF)		
1	<ul style="list-style-type: none"> Ready to eat and easy open can Size: at least 150 grams/can Brand: 555 	200,000 Cans
LOT 6 (SUPPLY AND DELIVERY OF CHOCOLATE POWDERED DRINK)		
1	<ul style="list-style-type: none"> Size: at least 22 grams per sachet 12 sachets per pack Brand: Milo (24 grams) 	100,000 Packs
OTHER REQUIREMENTS:		

ES

Industrial

Expiration of Items:

- At least six (6) months from the date of delivery and acceptance for Canned Tuna and Corned Beef, and
- At least three (3) months from the date of delivery and acceptance for the Instant Noodles and Chocolate Powder Drink

Provision for Defective Items:

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%

2. The total contract price shall be in the amount of **Twenty-Three Million Eight Hundred Ten Thousand Pesos (PhP23,810,000.00)**, VAT Exclusive, Zero-Rated Transaction, with breakdown as follows:

LOT NO./ DESCRIPTION	QUANTITY	UNIT PRICE	CONTRACT PRICE (VAT Exclusive, Zero-Rated Transaction)
Lot 1 (Supply and Delivery of Instant Noodles)	500,000 Pieces	PhP 7.65 per piece	Three Million Eight Hundred Twenty-Five Thousand Pesos (PhP3,825,000.00)
Lot 2 (Supply and Delivery of Canned Tuna)	200,000 Cans	PhP 29.50 per can	Five Million Nine Hundred Thousand Pesos (PhP5,900,000.00)
Lot 3 (Supply and Delivery of Corned Beef)	200,000 Cans	PhP 29.00 per can	Five Million Eight Hundred Thousand Pesos (PhP5,800,000.00)
Lot 6 (Supply and Delivery of Chocolate Drink)	100,000 Packs	PhP 82.25 per pack	Eight Million Two Hundred Eighty-Five Thousand Pesos (PhP8,285,000.00)

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 Filipino 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 1 Supply and Delivery of Instant Noodles	500,000 Pieces	125,000 Pieces	125,000 Pieces	125,000 Pieces	125,000 Pieces
Lot 2 Supply and Delivery of Canned Tuna	200,000 Cans	50,000 Cans	50,000 Cans	50,000 Cans	50,000 Cans
Lot 3 Supply and Delivery of Corned Beef	200,000 Cans	50,000 Cans	50,000 Cans	50,000 Cans	50,000 Cans
Lot 6 Supply and Delivery of Chocolate Powder Drink	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 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/s 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 %

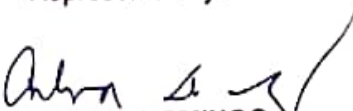
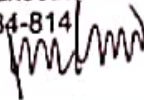
Failure to replace the defective items within the same period shall make the **SUPPLIER** liable for a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay, including Sundays and Holidays.

- 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

Represented by:


ANDREA D. DOMINGO
Chairman and Chief Executive Officer
TIN: 118-684-814


**LANTAU INDUSTRIAL SUPPLIES
AND SERVICES CORPORATION**
TIN: 009-091-832-000

Represented by:


EVANGELINE D. VISTAN
Treasurer
TIN: 202-899-068

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
EVANGELINE D. VISTAN	PRC Registration No. 0040090 Valid until: April 24, 2022 Issued by: Professional Regulation Commission

known to me and known to be the same persons 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 are their free and voluntary act and deed and that of the Corporation they represent.

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

Doc No. 499;
Page No. 101;
Book No. 11;
Series of 2020


EMMANUEL V. PALADO, JR.
 NOTARY PUBLIC
 FOR AND IN THE CITY OF MANILA
 6TH FLR NEW WORLD MANSION HOTEL & CASINO
 MUE DEL PUERTO SANTO AGO, MANILA
 COMM. NO. 2019-1400274-DEC-31, 2020
 ROLL NO. 722-64254314-CHAPTER
 MCLE COMPLIANCE NO. V1400-498 UNTIL 4-14-2022
 PTR NO. 9087692/VALID 12/31/2020

PRISCILLA L. ALLAN

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION OFFICE
PROFESSIONAL DRIVER'S LICENSE






Last Name, First Name, Middle Name
VISTAN, LAURENCIO LOPEZ

Nationality Sex **Date of Birth** **Height** **Weight** **Registered**
 PHL M 1969/01/28 75 1.70

Address
 355 LAKANDULA ST TONDO MANILA

License No. **Expiration Date** **Agency Code**
 NQ4-64-295310 2024/01/28 N41

Blood Type **Eye Color**
 - BROWN

Restrictions **Conditions**
 I,2,3 NONE

Edgar Calibate
EDGAR CALIBATE
 Assistant Secretary

Edgar Calibate
Signature of Licensee

(Handwritten marks)

IN EMERGENCY SITUATIONS
 I SHALL NOT SIGN THIS CERTIFICATE
 IN THE CASE OF EMERGENCY (NOTIFY)
 NAME: ENRIQUETA VISTAN
 ADDRESS: 355 LAKANDULA ST TONDO MANILA
 TEL. NO.: 09177103934

1. RESTRICTIONS

1. MOTORCYCLE, MOTOBIKE, TRICYCLE
2. VEHICLE UP TO 4000 CCM 2 X 4
3. VEHICLE ABOVE 4000 CCM 2 X 4
4. AUTOMATIC CLUTCH UP TO 4000 CCM 2 X 4
5. AUTOMATIC CLUTCH ABOVE 4000 CCM 2 X 4
6. ARTICULATED VEHICLE WITH 4000 CCM AND BELOW
7. ARTICULATED VEHICLE WITH 4000 CCM 2 X 4
8. ARTICULATED VEHICLE WITH 4000 CCM 2 X 4

2. RESTRICTIONS

- A. NONE FROM ABOVE
- B. DRIVE ONLY IN SPECIAL CASE FOR UPPER LIMBS
- C. DRIVE ONLY IN SPECIAL CASE FOR LOWER LIMBS
- D. SUPPLEMENT DRIVING USE 1
- E. ACCOMPANIED BY A PERSON IN NORMAL, SOUND

Expiry Number
081045351





Republic of the Philippines
PROFESSIONAL REGULATION COMMISSION
 Manila



PROFESSIONAL IDENTIFICATION CARD

LAST NAME ▶ **VISTAN**
 FIRST NAME ▶ **EVANGELINE**
 MIDDLE INITIAL/NAME ▶ **D**
 REGISTRATION NO. ▶ **0040090**
 REGISTRATION DATE ▶ **08/05/1998**
 VALID UNTIL ▶ **04/24/2022**



PHARMACIST



04/24/1975
 03/27/2019

Professional Regulation Commission
 P. Paredes St., Sampaloc, Manila 1005, Philippines
 www.prc.gov.ph ☎ (632) 7362248 / 3102009

CERTIFICATION

18-1785879

This is to certify that the person whose name, photograph, and signature appear herein is a duly registered professional, legally authorized to practice his/her profession with all the rights and privileges appurtenant thereto.

This is to certify further that he/she is a professional in good standing and that his/her certificate of registration/professional license has not been suspended, revoked, or withdrawn.

Evangelina D. Vistan

Signature of Professional

Teodoro S. Filando, Jr.

TEODORO S. FILANDO, JR.
 CHAIRMAN

Evangelina D. Vistan
Evangelina D. Vistan
Evangelina D. Vistan

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, Evangeline D. Vistan, of legal age, Married, Filipino, and residing at 355 Lakandula Street, Tondo, Manila, after having been duly sworn in accordance with law, do hereby depose and state that:

- I am the duly authorized and designated representative of Lantau Industrial Supply & Services Corporation with office address at KM 46 Mc Arthur Hi-Way Pio Cruzcosa, Calumpit, Bulacan;
- I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for Supply and Delivery of Seven (7) Lots Relief Goods for COVID-19 under ITB No. EC20-03-004COR of the Philippine Amusement and Gaming Corporation (PAGCOR) as shown in the attached duly notarized Secretary's Certificate;
- Lantau Industrial Supply & Services Corporation is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
- Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- Lantau Industrial Supply & Services Corporation is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- None of the officers and members of Lantau Industrial Supply & Services Corporation is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
- Lantau Industrial Supply & Services Corporation complies with existing labor laws and standards; and
- Lantau Industrial Supply & Services Corporation is aware of and has undertaken the


- Carefully examined all of the Bidding Documents;
- Acknowledged all conditions, local or otherwise, affecting the implementation of the Contract;

c.) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the Supply and Delivery of Seven (7) Lots Relief Goods for COVID-19 under ITB No. EC20-03-004COR; and

9. Lantau Industrial Supply & Services Corporation did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 2019 at Calumpit, Bulacan Philippines.



Evangelina D. Vistan

[Bidder's Representative/Authorized Signatory]

SUBSCRIBED AND SWORN to before me this ___ day of _____ at Malolos, Bulacan Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her PRC license with his/her photograph and signature appearing thereon with no. 0040090 issued on March 27, 2019 at Metro Manila.

Witness my hand and seal this ___ day of _____.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
 Notary Public for _____ until _____
 Roll of Attorneys No. _____
 PTR No. _____ [date issued],[place issued]
 IBP No. _____ [date issued],[place issued]

Doc. No. _____
 Page No. _____
 Book No. _____
 Series of _____