

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 Branch Manager, **Mr. RICARDO L. UY**, as duly delegated by the Board of Directors, hereinafter referred to as "**PAGCOR**";

-and-

HOLISTER INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 9th Floor, Trends Plaza Bldg, F. Ramos St. Cogon Central, Cebu City, represented in this act by its Operations Manager, **Ms. MARY ROSE O. FAJARDO**, duly authorized for this purpose by **Ms. MA. LOURDES S. GO**, Corporate Secretary dated December 18, 2018, hereto attached as Annex "A", hereinafter referred to as the "**SUPPLIER**".

Both **PAGCOR** and the **SUPPLIER** may be referred to as the "**PARTY**" or the "**PARTIES**" collectively.

ANTECEDENTS:

WHEREAS, PAGCOR has a requirement for the **Supply and Delivery of Four (4) Lots of T-Shirts, Giveaways, Decorations, Food and Beverage for the Sinulog Celebration 2019 of CF-Cebu under ITB No. PB18-11-049CEB** for the following lots:

Lot No.	Description
2	Supply and Delivery of Giveaways for Sinulog Celebration 2019 of CF-Cebu
3	Supply and Delivery of Decorations for Sinulog Celebration 2019 of CF-Cebu
4	Supply and Delivery of Food and Beverage for Sinulog Celebration 2019 of CF-Cebu

End User  BBAC Chairman 

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 December 19, 2018 for the procurement of the Project;

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

WHEREAS, PAGCOR has accepted the bid 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 of Four (4) Lots of T-Shirts, Giveaways, Decorations, Food and Beverage for the Sinulog Celebration 2019 of CF-Cebu under ITB No. PB18-11-049CEB** with the following lots:

LOT 2	Supply and Delivery of Giveaways for Sinulog Celebration 2018 of CF-Cebu
20 pieces	NATIVE BAG Abaca, (hand bag) Assorted Vibrant Colors as accent (feathers, ribbons, as per sample picture) With Casino Filipino Logo tagline logo (One Great Experience, 3x3 inch)
20 pcs	SINULOG HEADDRESS Assorted Vibrant Colors as accent (i.e.feathers, ribbons, glitters, beads) as per sample picture) Elegant and Durable as per sample picture that that will be given upon the Award of Contract
Additional Terms and Conditions:	
Sample headdress complete with accents must be presented to the end-user for approval prior to mass production	
The Supplier should not exceed beyond the contract price	
The Contractor must follow the approved design	

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End User *[Signature]* BBAC Chairman *[Signature]*

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The Supplier must replace the defective/damage items two (2) days upon receipt of notification

LOT 3 Supply and Delivery of Decorations for Sinulog Celebration	
600 pcs	BALLOONS, Assorted colors 14" matte
2 pairs	COLUMN BALLOONS Assorted Colors 6ft pair
7 sheets	STYROPHOR (4x1x8) High Density
60 boxes	THUMB TACKS With star design
60 packs	PIN "SKIRTING" For skirting Thin and high quality
4 Liters	PAINT 1 liter, Black Water Base Latex Glossy
6 Liters	PAINT 1 liter, White Water Base Latex Glossy
4 Liters	PAINT 1 liter, Yellow Water Base Latex Glossy
4 Liters	PAINT 1 liter, Green Water Base Latex Glossy
4 Liters	PAINT 1 liter, Blue Water Base Latex Glossy
4 Liters	PAINT 1 liter, Red Water Base Latex Glossy
Additional Terms and Conditions:	
The Supplier should not exceed beyond the contract price	
The Supplier must replace the defective/damage items two (2) days upon receipt of notification	
LOT 4	Supply and Delivery of Food and Beverage for Sinulog Celebration 2019 of CF-Cebu

End User  BBAC Chairman 


5-

623 pax	F&B CATERING With 1 appetizer, 1 Salad, 5 main dish (meat), 2 desserts, 1 cup Steamed rice, 1 round Iced Tea/Soda
Additional Terms and Conditions:	
The Supplier should provide mineral water	
The Supplier should provide the following to the End- User: Tables, Chairs, Table Cloth, Chair/Seat covers, Glass wares, Cutleries, Standard Centerpieces for all dining tables & buffet tables (Sinulog Theme)	
The Supplier must be able to meet the demands of PAGCOR in connection with the goods/services to be provided to its clients in accordance with the standards of the PAGCOR	
The Supplier shall provide the goods/services duly approved by the PAGCOR	
The Supplier should not exceed beyond the contract price	
The Supplier should deliver/cater at CF-Cebu and its Satellites	
In case of suspension of work due to fortuitous events (i.e. inclement weather and its effects e.g storm surges, floods, fire, etc) the caterer shall be advised of the cancellation of delivery until 7:00am of the actual delivery date.	
The Supplier shall ensure that the food will be prepared and cooked on the day of the delivery	
The Supplier should deliver two (2) hours before the event	
The Supplier must replace spoiled/fouled items within an hour from the receipt of notification.	
PAGCOR Marketing and Supplier shall mutually agree any last minute changes	
Payment will be processed upon submission of the Statement of Account complete with required attachments for audit purposes.	

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2. The total contract price shall be in the amount of **Three Hundred Nine Thousand Nine Hundred Pesos (PhP 309,900.00), VAT Exclusive, Zero-rated transaction**, with breakdown as follows:

Quantity	Description	Unit Cost	Total Cost
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2. End User *[Signature]* BBAC Chairman *[Signature]*

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LOT 2	Supply and Delivery of Giveaways for Sinulog Celebration 2019 of CF-Cebu		
30 pcs	NATIVE BAG	1,400.00	42,000.00
20 pcs	SINULOG HEADDRESS	1,350.00	27,000.00
TOTAL		Php 69,000.00	
LOT 3	Supply and Delivery of Decorations for Sinulog Celebration 2019 of CF-Cebu		
600 pcs	BALLOONS,	30.00	18,000.00
2 pairs	COLUMN BALLOONS	1,500.00	3,000.00
7 sheets	STYROPHOR	400.00	2,800.00
60 boxes	THUMB TACKS	50.00	3,000.00
60 pacs	PIN "SKIRTING"	50.00	3,000.00
4 Liters	PAINT	700.00	2,800.00
6 Liters	PAINT	700.00	4,200.00
4 Liters	PAINT	700.00	2,800.00
4 Liters	PAINT	700.00	2,800.00
4 Liters	PAINT	700.00	2,800.00
4 Liters	PAINT	700.00	2,800.00
TOTAL		Php 48,000.00	
LOT 4	Supply and Delivery of Food and Beverage for Sinulog Celebration 2019 of CF-Cebu		
643 PAX	F&B CATERING	300.00	192,900.00
TOTAL		Php 192,900.00	

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.

- The WINNING SUPPLIER shall complete the supply and delivery of said item/s on an agreed date on or before January 20, 2019 from the date of receipt of the winning supplier of the Notice to Proceed. The SUPPLIER shall deliver at the Casino Filipino Cebu, Waterfront Cebu City Hotel and Casino, Salinas Drive, Lahug, Cebu City.
- PAGCOR shall pay the total amount **Three Hundred Nine Thousand Nine Hundred Pesos (PhP 309,900.00), VAT Exclusive, Zero-rated transaction**, based on the following schedule:

99% of the costs of the items delivered per lot subject to PAGCOR's acceptance [Issuance of the Inspection and Acceptance Report (IAR)] in writing	99% equivalent of the costs of the items delivered
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End User  BBAC Chairman 

of the items described in the PO.	
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).	1% equivalent of the costs of the items delivered


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 three (3) months , from issuance of the IAR.	Three Hundred Nine Thousand Nine Hundred Pesos (PhP 309,900.00), VAT Exclusive, Zero-rated transaction
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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 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.

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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.

There shall be no employer-employee relationship between **PAGCOR** and the employees of the **CONTRACTOR**. The **CONTRACTOR** shall have the entire charge, control and supervision of the Services herein agreed upon. The **CONTRACTOR** shall be responsible for all acts and omissions of its agents, personnel and all persons allowed by it to have access to **PAGCOR's** premises, for any injury which may be caused to any person or property while remaining either casually or in business in any part of **PAGCOR's** premises. Any accident, injury or sickness of any kind, or death that may occur to any agent, personnel of the **CONTRACTOR** consequent to the performance of the Services under this Service Contract shall be the **CONTRACTOR's** sole responsibility. The **CONTRACTOR** further binds itself to indemnify and hold **PAGCOR** free and harmless from any claim on account of the aforementioned injuries or damages.

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.

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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 Bidding Documents, 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: *for Lots 2 and 3 within two (2) days and for Lot 4 within an hour* 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:

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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.	Five Percent (5%)	
(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.	Lot 2: Supply and Delivery of Giveaways for Sinulog Celebration 2019 of CF-Cebu	Three Thousand Four Hundred Fifty Pesos (Php 3,450.00)
	Lot 3: Supply and Delivery of Decorations for Sinulog Celebration 2019 of CF-Cebu	Two Thousand Four Hundred Pesos (Php 2,400.00)
	Lot 4: Supply and Delivery of Food and Beverage for Sinulog Celebration 2019 of CF-Cebu	Nine Thousand Six Hundred Forty-Five Pesos (Php 9,645.00)
(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.	Thirty Percent (30%)	
	Ninety-Two Thousand Nine Hundred Seventy Pesos (Php 92,970)	
	Lot 2: Supply and Delivery of Giveaways for Sinulog Celebration 2019 of CF-Cebu	Twenty Thousand Seven Hundred Pesos (Php 20,700.00)
Lot 3: Supply and Delivery of	Fourteen Thousand	

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	<i>Decorations for Sinulog Celebration 2019 of CF-Cebu</i>	Four Hundred Pesos (Php 14,400.00)
	<i>Lot 4: Supply and Delivery of Food and Beverage for Sinulog Celebration 2019 of CF-Cebu</i>	Fifty-Seven Thousand Eight Hundred Seventy Pesos (Php 57,870.00)

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 JAN 1 day of 2019, 20__ at CEBU CITY.

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

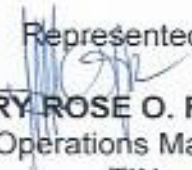
Represented by:


RICARDO L. UY
Branch Manager
TIN: 102-028-683

HOLISTER INC

TIN: 255-215-707-000

Represented by:


MARY ROSE O. FAJARDO
Operations Manager
TIN:

Signed in the presence of:





End User  BBAC Chairman 

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CEBU CITY) S.S.

BEFORE ME, a Notary Public for and in City of Cebu, Philippines, this
JAN 14 day of _____, 20____, personally appeared:

Name	Identification Document Presented
RICARDO L. UY (In his Capacity as Branch Manager of Casino Filipino-Cebu)	Pag-ibig Loyalty Card MID No. 1040-0250-5198
MARY ROSE O. FAJARDO Operations Manager	

known to me and known to be the same person who execute 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. 454 ;
Page No. 91 ;
Book No. LXXV ;
Series of 2019 .


ATTY. LEO B. PAÑARES
 NOTARY PUBLIC
 SUITE 206, ADVENT BL. INFO CENTER
 199 ACACIA ST. KAMPU THAW LAHUG, CEBU CITY
 UNTIL DEC. 31, 2020
 IBP NO. AR3575984 / 11-15-18, CEBU CITY
 PTR NO. 231965 / 01-03-19, CEBU CITY
 ROLL NO. 41696
 TEL. 217-124-200-000



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