

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 General Manager, **Mr. RICARDO L. UY**, as duly delegated by the board of directors hereinafter referred to as "**PAGCOR**";

-and-

TPV TRADING, sole proprietorship duly registered with the Department of Trade and Industry (DTI) with DTI Reference No. 342832, with office address at Block 2, Lot 32 Golden City, Canlalay Biñan, Laguna, represented in this act by its Sole Proprietor, **Ms. FE P. DE VERA**, hereinafter referred to as the "**SUPPLIER**".

Each of **PAGCOR** and **SUPPLIER** may be referred to herein as a "**PARTY**" and collectively as "**PARTIES**".

ANTECEDENTS:

WHEREAS, **PAGCOR** has a requirement for the **Supply and Delivery of Housekeeping Supplies** under **ITB No. PB19-04-005CEB**;

WHEREAS, **PAGCOR** conducted a public bidding in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations on **April 25, 2019** for the procurement of the Project;

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

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

Represented by
FE P. DE VERA

Ms. JOY E. MITA

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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 Housekeeping Supplies under ITB No. PB19-04-005CEB** with the following technical specifications:

Item No.	ITEM DESCRIPTION	QUANTITY	UOM
1	PAPER, Tissue Jumbo 2 Ply 250 meters, at least 90mm (width), jumbo roll, 100%virgin pulp white tissue paper roll, wet strength, 2 ply	28,800	rolls
2	PAPER TOWEL, Interfolded class A 205mmx215mm, 175sheets/pack, 100% virgin pulp interfolded paper towel/strong and absorbent, wet strength	4,800	packs
3	LIQUID HAND SOAP Assorted scents anti-bacterial liquid hand soap, 3.78L/Gal	200	gallons
4	ALCOHOL, 70% ETHYL 500ml/bottle, ethyl alcohol, 70% solution, antiseptic, disinfectant	1,000	bottles
5	INSECTICIDE SPRAY 500ML (330G) multi insect killer (mosquitoes, cockroaches) quick killing and odorless, aerosol can	200	cans
6	DISHWASHING LIQUID GEL 500ml/bottle, anti-bacterial, Assorted scents (preferably calamansi or lemon)	376	bottles

ADDITIONAL TERMS AND CONDITIONS

Sample items are required for post qualification purpose

Expiration of goods should not be less than six (6) months from date of delivery

The contractor should provide adequate number of dispensers for Tissues, hand soap and dishwashing liquid gel for the duration of contract free of

*Approved
F. P. DE VERA*

MA. SUTERA MATA

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charge including its periodic maintenance up keep
Contract shall commence on the acknowledgement date of the Notice to Proceed, deliveries shall be on a staggered basis with a seven (7) days advance notice for a period of one(1) year
Prices indicated should be VAT exclusive, zero rated transaction. Payment shall be based on actual deliveries and should not exceed total contract cost
The winning supplier must send the billing statement for the actual number of goods delivered every fifteenth (15 th) and every end of the month
Sample items are required for post qualification purpose
Expiration of goods should not be less than six (6) months from date of delivery

2. The total contract price shall be in the amount of **Two Million Five Hundred Seventy-Five Thousand Forty-Eight Pesos and 80/100 (Php 2,575,048.80), Vat Exclusive, Zero Rated Transaction**, with breakdown as follows:

Lot	Quantity	Description	Unit Cost	Total Cost
1	28,800 rolls	PAPER, Tissue Jumbo 2 Ply	Php78.54	Php2,261,952.00
	4,800 packs	PAPER TOWEL, Interfolded class A	Php34.23	Php164,304.00
	200 gallons	LIQUID HAND SOAP	Php125.40	Php25,080.00
	1,000 bottles	ALCOHOL, 70% ETHYL	Php74.10	Php74,100.00
	200 cans	INSECTICIDE SPRAY	Php205.20	Php41,040.00
	376 bottles	DISHWASHING LIQUID GEL	Php22.80	Php8,572.80

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

End-user  BBAC Chairman 

*Supplied
P. DE VERA*

MA. JOY E. NATA

[Signature]

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 contract on the acknowledgement date of the Notice to proceed, deliveries shall be on a staggered basis with a seven (7) calendar days advance notice for a period of one (1) year The **SUPPLIER** shall deliver at the *Casino Filipino-Cebu*.
4. **PAGCOR** shall pay the total amount of **Two Million Five Hundred Seventy-Five Thousand Forty-Eight Pesos and 80/100 (Php 2,575,048.80), Vat Exclusive, Zero Rated Transaction**, VAT Exclusive, Zero-rated transaction, based on the following schedule:

99% of the costs of the items delivered subject to PAGCOR's acceptance [Issuance of the Inspection and Acceptance Report (IAR)] in writing of the items described in the PO.	99% equivalent of the costs of the items delivered
1% Retention of the items delivered 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) from issuance of the IAR.	Two Million Five Hundred Seventy-Five Thousand Forty-Eight Pesos and 80/100 (Php 2,575,048.80), 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,

End-user:  BBAC Chairman 

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 by P. DE VERA

MA. JOY E. MARTA



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 *seven (7) calendar 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.

Supplied
FE P. DE VERA

MA. CORA E. MATH

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 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 within seven (7) calendar days upon receipt of notification 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 **three (3) months warranty** period provided the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met.

Escudero
P. De Vera

M. A. MATA



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 (Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five Percent (5%) One Hundred Twenty-Eight Thousand Seven Hundred Fifty-Two Pesos and 44/100 (Php 128,752.44)
(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.	
(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%) Seven Hundred Seventy-Two Thousand Five Hundred Fourteen Pesos and 64/100 (Php 772,514.64)

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: 000-887-972

TPV TRADING
TIN: 126-896-349-000

Handwritten: Reproduced
1. DE VERA

Handwritten: MA. JOY T. NATA

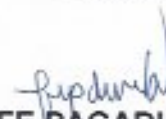
Handwritten mark: A

Represented by:



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

Represented by:



FE PAGADUAN DE VERA
Sole Proprietor
TIN: 126-896-349-000



Signed in the presence of:



NPA. SOPHIA E. MATA

FE PAGADUAN DE VERA

NPA. SOPHIA E. MATA

End-user  BBAC Chairman 

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

City of Biñan, Laguna

BEFORE ME, a Notary Public for and in City of City of Biñan, Laguna, Philippines, this JUN 18 2019 day of _____, 20____, personally appeared:

Name	Identification Document Presented
RICARDO L. UY (In Capacity as Branch Manager of Casino Filipino Cebu)	Pag-ibig Loyalty card MID No. 1040-0250-5198
FE PAGADUAN DE VERA (In Capacity as Sole Proprietor)	Driver's License DO4-00-15424, Expires Feb 7, 2023

known to me and known to be the same person who execute the foregoing instrument consisting of nine (9) 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. 61;
Page No. 13;
Book No. 14;
Series of 20 19.

ATTY. LUISITO L. MIRADOR
Notary Public
Com. No. 2017-16: City of Biñan, Laguna
Until December 31, 2019
Bonifacio Street, Biñan, Laguna
Roll No. 37960; PTR 1158056
Issued at Biñan, Laguna; 01.03.19
IBP # 060635; Laguna Chapter
MCLE COMPLIANCE NO. V-0025957

End-user [Signature] BBAC Chairman [Signature]