



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 Acting Branch Manager, CF-Bacolod, JOSE MARCIANO C. BAUTISTA, hereinafter referred to as "PAGCOR";

-and-

I THIRST WATERS a sole proprietorship duly organized and existing under the laws of the Republic of the Philippines, with office address at Burgos St., Brgy. Poblacion West, Oton, Iloilo, represented in this act by its Owner MARIVIC GUMBAN FLORES, duly authorized for this purpose by a Secretary's Certificate dated June 18, 2020, hereto attached as Annex "A", hereinafter referred to as the "SUPPLIER".

ANTECEDENTS:

WHEREAS, PAGCOR has a requirement for the Procurement of 5 Gals of Purified Drinking Water for CF-Iloilo under ITB No. SV20-06-001BAC;

WHEREAS, PAGCOR conducted a Negotiated Procurement (Small Value) in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations on June 15, 2020 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;

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

Witness - SUPPLIER

SUPPLIER

Witness - PAGCOR

JOSE MARCIANO C. BAUTISTA
A/BM, CF-Bacolod

The rights and obligations of the parties are set forth as follows:

1. The SUPPLIER shall undertake the **Procurement of 5 Gals of Purified Drinking Water for CF-Iloilo** with the following technical specifications:

ITEM DESCRIPTION	QUANTITY	UOM
Procurement of 5Gals Purified Drinking Water for CF- Iloilo	9,600.00	containers

2. The total contract price shall be in the amount of **Two Hundred Eighty-Eight Thousand Pesos (Php288,000.00)**, VAT Exclusive, Zero-rated transaction, with breakdown as follows:

Description	Quantity	Unit Cost	Total Cost
Procurement of 5Gals Purified Drinking Water for CF- Iloilo	9,600.00	30.00	288,000.00

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 complete the supply and delivery of said item/s on a staggered basis every month or as requested by the end-user starting within Seven (7) days from the date of receipt of the Notice to Proceed based on the Annex of the Schedule of Requirements. The SUPPLIER shall deliver at the Casino Filipino – Iloilo, Cor. Delgado and Iznart Street.


SCHEDULE OF DELIVERY	
Contract Duration:	Twelve (12) Months / 800 containers per month
Staggered Delivery:	200 containers per week
Delivery Place:	Casino Filipino–Iloilo Cor. Delgado and Iznart Street.

PAGCOR shall pay the total amount of **Two Hundred Eighty-Eight Thousand Pesos (Php288,000.00)**, 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 (Php285, 120.00)
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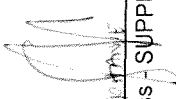

Witness - SUPPLIER


SUPPLIER


Witness - PAGCOR



JOSE MARCIANO C. BAUTISTA
A/BM, CF-Bacolod

1% Retention of the items delivered to be paid after three (3) months (for expendable supplies) 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 (PhP2,880.00)
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Witness - SUPPLIER

4. 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 Seven (7) 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.


SUPPLIER

5. 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.

6. 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.

7. 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.


Witness - PAGCOR

8. 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.


9. 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.


JOSE MARCIANO C. BAUTISTA
A/BM, CF-Bacolod

10. 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.


11. 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.



Witness - SUPPLIER

12. 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.

13. The SUPPLIER hereby further warrants and represents that:


SUPPLIER

- 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 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 **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.


Witness - PAGCOR



JOSE MARCIANO C. BAUTISTA
A/BM, CF-Bacolod

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

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

I THIRTS WATER.
TIN: 932-454-106-000

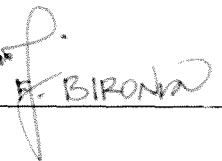
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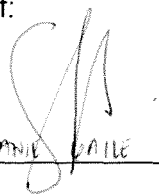

JOSE MARCIANO C. BAUTISTA

Represented by:


MARIVIC G. FLORES

Signed in the presence of:

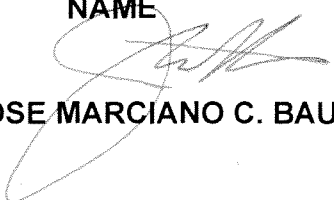

ENGR. MARLON F. BIRONZA


STEPHANIE DALE FLORES

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
~~BACOLOD CITY~~) S.S.

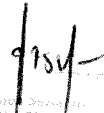
BEFORE ME, a Notary Public for and in City of Bacolod, Philippines, this
~~JUL 16 2020~~ day of July, 2020, personally appeared:

NAME	ID ISSUED AT/ON
 JOSE MARCIANO C. BAUTISTA	Unified Multi-Purpose ID CRN-0111-2756709-8

known to me and known to be the same person who execute the foregoing instrument consisting of seven (7) 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 he represents.

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

Doc No. 374 ;
Page No. 76 ;
Book No. LXX ;
Series of 2020.


 NOTARY PUBLIC **JOSE MARCIANO C. BAUTISTA-SAZON**
 Commission Expires: Dec 31, 2021
 Notary Public for the Cities of Bacolod and Talisay
 and Municipalities of Negros and Iloilo Divisions
 Until December 31, 2021
 Roll No. 5755
 CR No. 3804737 - Jan. 7, 2020 - Notary Public for the City of Bacolod
 OP No. 052718 - Dec. 28, 2019 - Notary Public for the City of Bacolod
 Suite 2, Mezzanine Floor, Business and Development Bank
 Bldg. Araneta Street, Bacolod City
 Email: hops.bacolod@gmail.com
 Phone: 091772910/1034 412-3875
 RCLC: Notary Public for the City of Bacolod - September 30, 2016

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in City of Bacolod, Philippines, this
JUL 11 2020 day of July, 2020, personally appeared:

NAME

ID ISSUED AT/ON

M. Flores
MARIVIC G. FLORES

DRIVER'S LICENSE
License No. FO1-97-116405
Expiration Date: May 21, 2023

known to me and known to be the same person who execute the foregoing instrument consisting of seven (7) 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. 145 ;
Page No. 70 ;
Book No. II ;
Series of 2020.

[Signature]
ATTY. GERARDO PALMARES
NOTARY PUBLIC
NOTARIAL COMMISSION NO. 86
UNTL. DEC. 31, 2020
ROLL OF ATTORNEY # 31712
IBP # 030434, 1/10/2019, PASIG CITY
PTR # 6427621, 1/03/2018, ILOILO CITY
MCLE # 0067096
DOOR 3, GRD. FLR. PRUDENTIAL LIFE BLDG.
ORTIZ ST., ILOILO CITY