



Philippine Amusement and Gaming Corporation

Creating Opportunities Beyond Gaming

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, New Coast Hotel Manila, 1588 M. H. del Pilar corner Pedro Gil Streets, Malate, Manila, Philippines 1004, represented in this act by its **Branch Manager, JOSE MARCIANO C. BAUTISTA**, hereinafter referred to as "**PAGCOR**";

-and-

UP-TOWN INDUSTRIAL SALES, INC. a corporation duly organized and existing under the laws of the Republic of the Philippines with office address at Up-Town Bldg., 56-58 Madison St. 1554 Mandaluyong City represented in this act by its **Manager, DAISY M. VILLAFUERTE**, duly authorized for this purpose by a Secretary's Certificate dated November 26, 2021, hereto attached as Annex "A", hereinafter referred to as the "**SUPPLIER**".

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

ANTECEDENTS:

WHEREAS, PAGCOR has a requirement for the Supply and Delivery of Three (3) Lots of Various Hardware Material and Construction Supplies for the Repair and Maintenance-LHI (BLDG) under ITB No. PB21-11-014BAC;

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 December 1, 2021 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:

Purchase Contract of Lot 1 (Supply and Delivery of Construction and Hardware Materials) of the Supply and Delivery of Three (3) Lots Various Hardware materials and Construction Supplies for the Repair and Maintenance – LHI (BLDG) under ITB No. PB21-11-014BAC

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 Three (3) Lots of Various Hardware and Construction Supplies for the Repair and Maintenance – LHI (BLDG.) under Lot 1 (Supply and Delivery of Construction and Hardware Materials) with the following technical specifications:

Lot 1 (Supply and Delivery of Construction and Hardware Materials)			
Item No.	ITEM DESCRIPTION	QUANTITY	UOM
1.	ADHESIVE, RUBBER CONTACT CEMENT 3.785 LTRS/CAN	15	Cans
2.	LUMBER, KD, 2" X 4" X 10FT.	20	Pieces
3.	PLYWOOD, 4' X 8' X 1/4"THK, Marine	15	Pieces
4.	PLYWOOD, 4' X 8' X 3/4" THK, MARINE	15	Pieces
5.	BAR, ANGULAR, 1/4 THICK X 1 1/2" X 6MTRS	5	Pieces
6.	METAL STUD, 3", G. 24	30	Pieces
7.	CLOSER, DOOR, HEAVY DUTY, L = 4inch.	10	Pieces
8.	KNOB (DOOR KNOB, CYLINDRICAL, SILVER)	10	Pieces
9.	LAMINATE, 4' X 8' X .7MM THK, COSMIC DAWN	10	Sheets
10.	LAMINATE, FORMICA 4' X 8' (cherry)	10	Sheets
11.	LOCK, DEADBOLT DOUBLE CYLINDER	10	Sets
12.	PLASTIC, ACRYLIC, CLEAR, 1/4" X 4' X 8'	10	Sheets
13.	FINISHING NAIL, 1 1/2 "	5	Kilos
14.	FINISHING NAIL, 2"	5	Kilos
15.	FINISHING NAIL, 2 1/2 "	5	Kilos
16.	WATER FLOW FAUCET, GRANITE COUNTER TOP, STAINLESS, MEDIUM SIZE, COLD WATER ONLY, WITH SENSOR, 220V AC INPUT.	6	Pieces
17.	PIPE, BI, 1 " DIAM. 6 MTRS. SCH.40	10	Pieces
18.	PIPE, BI, 3/4" DIAM. 6 MTRS, SCH 40	10	Pieces
19.	BAR, FLAT, 1" X 1/4" THK, 6 MTRS	10	Pieces
20.	BAR, ANGULAR, 1 1/2" X 1/8" THK, 6 MTRS, S/S	2	Pieces
21.	TANK, BLADER TYPE, 120 LTRS. CAP.	1	Pieces
22.	LACQUER FLO	10	Gallons
23.	THINNER, LACQUER	10	Gallons
24.	PANEL DOOR, .90 X 2.10 MTRS	3	Pieces
25.	WOOD PARQUET, DIMENSION: 8.3MM X 196MM X 1215MM, COVERAGE AREA = 1.91SQM/BOX, CONTENT = 8PCS/BOX, RED CHERRY	25	Boxes
26.	DOOR JAMB, .90 X 2.10 MTRS	3	Sets

Purchase Contract of Lot 1 (Supply and Delivery of Construction and Hardware Materials) of the Supply and Delivery of Three (3) Lots Various Hardware materials and Construction Supplies for the Repair and Maintenance – LHI (BLDG) under ITB No. PB21-11-014BAC

Witness / Contractor

CONTRACTOR

Witness - PAGCOR

BM, CF-Bacolod

2. The total contract price shall be in the amount of **Four Hundred Ten Thousand Three Hundred Fifty Pesos (PhP410,350.00)**, VAT Exclusive, Zero-rated transaction, with breakdown as follows:

Lot 1 (Supply and Delivery of Construction and Hardware Materials)				
Item No.	Quantity	Description	Unit Cost	Total Cost
1.	15 Cans	ADHESIVE, RUBBER CONTACT CEMENT 3.785 LTRS/CAN	750.00	11,250.00
2.	20 Pieces	LUMBER, KD, 2" X 4" X 10FT.	700.00	14,000.00
3.	15 Pieces	PLYWOOD, 4' X 8' X 1/4"THK, Marine	581.25	8,718.75
4.	15 Pieces	PLYWOOD, 4' X 8' X 3/4" THK, MARINE	1,693.75	25,406.25
5.	5 Pieces	BAR, ANGULAR, 1/4 THICK X 1 1/2" X 6MTRS	1,275.00	6,375.00
6.	30 Pieces	METAL STUD, 3", G. 24	337.50	10,125.00
7.	10 Pieces	CLOSER, DOOR, HEAVY DUTY, L = 4inch.	1,116.00	11,160.00
8.	10 Pieces	KNOB (DOOR KNOB, CYLINDRICAL, SILVER)	787.50	7,875.00
9.	10 Sheets	LAMINATE, 4' X 8' X .7MM THK, COSMIC DAWN	2,360.00	23,600.00
10.	10 Sheets	LAMINATE, FORMICA 4' X 8' (cherry)	1,268.75	12,687.50
11.	10 Sets	LOCK, DEADBOLT DOUBLE CYLINDER	803.00	8,030.00
12.	10 Sheets	PLASTIC, ACRYLIC, CLEAR, 1/4" X 4' X 8'	7,560.00	75,600.00
13.	5 Kilos	FINISHING NAIL, 1 1/2 "	69.50	347.50
14.	5 Kilos	FINISHING NAIL, 2"	67.00	335.00
15.	5 Kilos	FINISHING NAIL, 2 1/2 "	67.00	335.00
16.	6 Pieces	WATER FLOW FAUCET, GRANITE COUNTER TOP, STAINLESS, MEDIUM SIZE, COLD WATER ONLY, WITH SENSOR, 220V AC INPUT.	8,100.00	48,600.00
17.	10 Pieces	PIPE, BI, 1 " DIAM. 6 MTRS. SCH.40	1,302.00	13,020.00
18.	10 Pieces	PIPE, BI, 3/4" DIAM. 6 MTRS, SCH 40	843.50	8,435.00
19.	10 Pieces	BAR, FLAT, 1" X 1/4" THK, 6 MTRS	712.50	7,125.00
20.	2 Pieces	BAR, ANGULAR, 1 1/2" X 1/8" THK, 6 MTRS, S/S	2,775.00	5,550.00
21.	1 Pieces	TANK, BLADER TYPE, 120 LTRS. CAP.	29,375.00	29,375.00
22.	10 Gallons	LACQUER FLO	743.75	7,437.50
23.	10 Gallons	THINNER, LACQUER	482.50	4,825.00
24.	3 Pieces	PANEL DOOR, .90 X 2.10 MTRS	5,993.75	17,981.25
25.	25 Boxes	WOOD PARQUET, DIMENSION: 8.3MM X 196MM X 1215MM, COVERAGE AREA = 1.91SQM/BOX, CONTENT = 8PCS/BOX, RED CHERRY	1,880.00	47,000.00
26.	3 Sets	DOOR JAMB, .90 X 2.10 MTRS	1,718.75	5,156.25

Purchase Contract of Lot 1 (Supply and Delivery of Construction and Hardware Materials) of the Supply and Delivery of Three (3) Lots Various Hardware materials and Construction Supplies for the Repair and Maintenance – LHI (BLDG) under ITB No. PB21-11-014BAC

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 within **Thirty (30) Calendar Days** from the date of receipt of the winning **SUPPLIER** of the Notice to Proceed. The **SUPPLIER** shall deliver at the **PAGCOR, Casino Filipino-Bacolod 15th Corner Aguinaldo Street Bacolod City**.
4. **PAGCOR** shall pay the total amount of **Four Hundred Ten Thousand Three Hundred Fifty Pesos (PhP410,350.00)**, VAT Exclusive, Zero-rated transaction, based on the following schedule:

99% of the costs of the items delivered (<i>per lot</i>) 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 Four Hundred Six Thousand Two Hundred Forty-Six Pesos & 50/100 (PhP406,246.50)
1% Retention of the items delivered (<i>per lot</i>) to be paid after three (3) months (for expendable supplies) or one (1) year (for non-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 Four Thousand One Hundred Three Pesos & 50/100 (PhP4,103.50).

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) 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.

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 [*insert period for the correction of defects*] 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

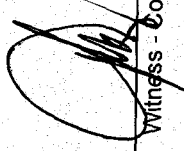
percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay, including Sundays and Holidays.

- 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 (for expendable supplies) or one (1) year (for non-expendable supplies)** 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 (for expendable supplies) or one (1) year (for non-expendable supplies)** warranty period provided the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met.

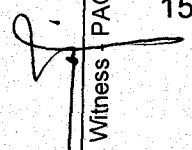
15. To guarantee the faithful performance of the **SUPPLIER** under this Contract, it shall post a Performance Security prior to the execution of the Contract, in accordance with any of the following schedule:

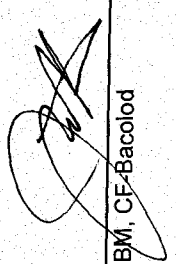
Form of Performance Security	Amount of Performance Security (Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five Percent (5%) Twenty Thousand Five Hundred Seventeen Pesos & 50/100 (PhP20,517.50)
(b) Bank draft/guarantee or irrevocable 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%) One Hundred Twenty-Three Thousand One Hundred Five Pesos (PhP123,105.00)

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.


Witness - Contractor


CONTRACTOR


Witness - PAGCOR


BM, CF-Bacolod


The Performance Security or Performance Securing Declaration 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: 033-000-887-972

UP-TOWN INDUSTRIAL SALES, INC
TIN: 000-062-769-000

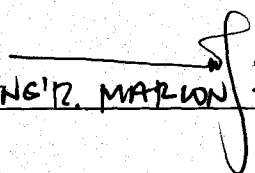
Represented by:

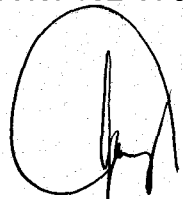

JOSE MARCIANO C. BAUTISTA
TIN No. 143-951-973

Represented by:


DAISY M. VILLAFUERTE
TIN No. 102-978-653

Signed in the presence of:


ENG. MARLON F. BIRONIDO


JACQUILINE P. ANAY

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in City of MANDALUYONG CITY, Philippines, this
day of 23 FEB, 2022, personally appeared:

NAME

ID ISSUED AT/ON

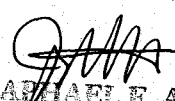

JOSE MARCIANO C. BAUTISTA

Unified Multi-Purpose ID
CRN 0111-2756709-8

known to me and known to be the same person who executed 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/her free and voluntary act and deed and that of the Corporation/Sole Proprietorship he/she represents.

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

Doc No. 107 ;
Page No. 012 ;
Book No. W ;
Series of 2022.


ATTY. JOSE RAFAEL E. AGAAB
NOTARY PUBLIC
UNTIL DECEMBER 31, 2022
710 GFP 2, Pioneer corner
Madison St., Mandaluyong City
Roll of attorneys No. 56672
IBP No. 165040/12-10-2021/RSM
PTR No. 4681710/1-18-2022/Mand. City
MCLE Compliance No. VI-0019904/3-20-2019

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in City of MANDALUYONG CITY, Philippines, this
23 FEB, 2022, personally appeared:

NAME

DAISY M. VILLAFUERTE

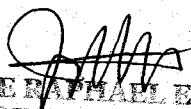
ID ISSUED AT/ON

Social Security System
ID No. 03-4431670-6

known to me and known to be the same person who executed 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/her free and voluntary act and deed and that of the Corporation/Sole Proprietorship he/she represents.

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

Doc No. 108 ;
Page No. 012 ;
Book No. IV ;
Series of 2022.


ATTY. JOSE RAFAEL E. AGAAB
NOTARY PUBLIC
UNTIL DECEMBER 31, 2022
710 GTF 2, Pioneer corner
Madison St., Mandaluyong City
Roll of Attorneys No. 55672
IBP No. 168040/12-10-2021/RSM
PTR No. 4881716/1-18-2022/Mand. City
MCLE Compliance No. VI-0019904/3-20-2019