



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 No.1869, as amended, with office address at the PAGCOR Executive Office, New Coast Hotel Manila, M.H Del Pilar cor. Pedro Gil Sts. Malate, Manila, represented in this act by its Branch Manager for Casino Filipino-Bacolod, **NESTOR G. LEGASPINA**, hereinafter referred to as "**PAGCOR**";

-and-

CHOZ-A-MEDZ CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at, Road 5, 7A, Project 6, Quezon City, Metro Manila, NCR, Philippines, represented in this act by **Atty. FERDINAND PAUIG**, duly authorized for this purpose by a Secretary's Certificate dated August 11, 2022, hereto attached as Annex "A", hereinafter referred to as the "**SUPPLIER**".

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

The **PARTIES** warrant that they are duly organized, registered, validly existing and in good standing under the laws of the Republic of the Philippines, and that the **PARTIES** and their representatives are capable and have the requisite power, authority, permits, clearances and licenses, to enter into this Purchase Contract and to perform the Services and all of their obligations under this Purchase Contract.

ANTECEDENTS:

WHEREAS, PAGCOR has a requirement for the Supply and Delivery of Three (3) Lots Various Drugs and Medicine, Medical Supplies and Laboratory Equipment for CF-Bacolod and CF- Iloilo under ITB No. CB22-07-002BAC (Lot 1 - Supply and Delivery of Drugs and Medicine and Lot 2 - Supply and Delivery of Medical Laboratory Supplies and Materials);

WHEREAS, PAGCOR conducted a Public Bidding in accordance with Republic Act No. 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations on July 26, 2022 for the procurement of the Project;

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

End-User: SN Ronald Allan T. Maristela BBAC Chairman: Ben M. Polido

PURCHASE CONTRACT – PAGCOR and CHOZ-A-MEDZ CORPORATION

Supply and Delivery of Three (3) Lots Various Drugs and Medicine, Medical Supplies and Laboratory Equipment for CF-Bacolod and CF- Iloilo under ITB No. CB22-07-002BAC (Lot 1: **Supply and Delivery of Drugs and Medicine** and Lot 2: **Supply and Delivery of Medical Laboratory Supplies and Materials**).

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GLAINE D. AVELINO
Witness - Contractor

FERDINAND R. PAUIG

NESTOR G. LEGASPINA
Witness - PAGCOR

NESTOR G. LEGASPINA
BM, CF-Bacolod

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 Three (3) Lots Various Drugs and Medicine, Medical Supplies and Laboratory Equipment for CF-Bacolod and CF- Iloilo (Lot 1 - Supply and Delivery of Drugs and Medicine and Lot 2 - Supply and Delivery of Medical Laboratory Supplies and Materials) with the following technical specifications:

Item No.	Item Description	Quantity	UOM
Lot 1 - Supply and Delivery of Drugs and Medicines			
1	Aluminum Hydroxide+Magnesium Hydroxide+Simetico (Kremil-S)	360	Tab
2	Ascorbic Acid, 500mg (Sodium Ascorbate with Zinc)	720	Tab
3	Benzydamine Hydrochloride (Difflam)	360	Loz
4	Betahistine Hydrochloride (16mg) (Serc)	300	Tab
5	Butamirate Citrate (Sinecod Forte)	300	Tab
6	Calcium Alginate, Oral Liquid Gaviscon	600	Sachet
7	Captopril (Capoten)	240	Tab
8	Celecoxib 200mg (Celebrex 200mg)	445	Cap
9	Cetirizine	360	Tab
10	Clonidine 150mg (Catapres 150mg)	300	Tab
11	Dequalinium Hydrochloride Lozenges (Dequadin)	361	Tab
12	Dextromethorpan Hydrobromide + Phenylpropanolamine +Paracetamol (Tuseran Forte)	300	Cap
13	Dextrose, Plain NSS 500ml	4	Bot
14	Diclofenac Sodium Gel	28	Tube
15	Epinephrine	4	Amp
16	Guaifenesin + Salbutamol + Sulfate	240	Cap
17	Hyosine N-Butylbromide (Buscopan)	4	Amp
18	Hyosine N-Butylbromide Oral	300	Tab
19	Ibuprofen + Paracetamol (Alaxan FR)	371	Tab
20	Isosorbide Dinitrate	20	Tab
21	Lagundi Tablet 300mg	240	Tab
22	Liniment (Efficascent Oil)	34	Bot
23	Loperamide HCL (Imodium)	360	Cap
24	Mefenamic Acid, 500mg (Dolfenal)	780	Pc
25	Metoclopramide	4	AMP
26	Metoclopramide (Plasil)	240	Tab
27	Mometasone Furate Lotion (Elica)	5	BotL
28	Mupirocin, Ointment	12	Tube
29	Oral Rehydration	240	Sachet

End-User: SN Ronald Allan T. Maristela BBAC Chairman: Ben M. Polido


PURCHASE CONTRACT – PAGCOR and CHOZ-A-MEDZ CORPORATION

Supply and Delivery of Three (3) Lots Various Drugs and Medicine, Medical Supplies and Laboratory Equipment for CF-Bacolod and CF- Iloilo under ITB No. CB22-07-002BAC (Lot 1: Supply and Delivery of Drugs and Medicine and Lot 2: Supply and Delivery of Medical Laboratory Supplies and Materials).


Witness - Contractor


CONTRACTOR


Witness - PAGCOR


BM, CF-Bacolod

30	Paracetamol, 500mg (Biogesic 500mg)	780	Tab
31	Phenylephrine HCL+ Paracetamol (Decolgen no drowse)	780	Tab
32	Povidone Iodine Solution, 10%, 120ml	36	Bot
33	Salbutamol, 2mg	120	Tab
34	Salbutamol, Sulfate	180	Neb
35	Silver Sulfadiazine, Cream	14	Tube
36	Tranexamic Acid, 500mg Tablet	60	Tab
Additional Terms and Conditions			
Medicines should have at least eighteen (18) months shelf-life upon delivery.			
Lot 2 – Supply and Delivery of Medical Laboratory Supplies and Materials			
1	Alcohol 70%	638	BotL
2	Ammonia	4	BotL
3	Anthraquinon Glycosides + Salicylic Acid	10	BotL
4	Betadine Oral Antiseptic	36	BotL
5	Chlorpheniramine Malfeate	2	Amp
6	Cholesterol Test Strips 12 Cans for Easy Touch Machine		
7	Cotton Buds, 200 Tips	30	Pack
8	Cup, Disposable Plastic Cup 12 oz, 50's	24	Pack
9	Disinfectant	9	BotL
10	ECG Paper (80mm x 20 mm)	12	Roll
11	Efficascent Oil	36	Bot
12	Electrode Pads For Existing AED (For ZOLL AED and Power heart AED)	4	Pc
13	Gloves, Medical Examination Gloves	24	Box
14	Gloves, Sterile	16	Pair
15	Haemoglucotest Cannister (12 for one touch and 12 for easy touch machines)	24	Can
16	Hydrogen Peroxide	48	BotL
17	Mask, Disposable	129 6	Box
18	Medicated Plastic Strips	30	Box
19	Methyl Salicylate Menthol	120	Pack
20	Micropore, Tape Adhesive, 1"	48	Pc
21	Nasal Cannula	6	Pc
22	Nebulizer Kit	6	Pc
23	Sterile Lancet	7	Box
24	Tetrahydrozoline HCL. Eye Drop	84	BotL
Additional Terms and Conditions			
Items should have at least eighteen (18) months shelf-life upon delivery.			

2. The total contract price shall be in the amount of **Five Hundred Sixty-Three Thousand Five Hundred Sixty-Eight Pesos and 86/100 (Php563,568.86) VAT Exclusive, Zero-Rated Transaction**, with breakdown as follows:

Item No.	Item Description	Quantity	Unit Cost (in Php)	Total Cost (in Php)
Lot 1 - Supply and Delivery of Drugs and Medicines				
1	Aluminum Hydroxide+Magnesium Hydroxide+Simetico (Kremil-S)	360 Tabs	11.48	4,132.80
2	Ascorbic Acid, 500mg (Sodium Ascorbate with Zinc)	720 Tabs	0.74	532.80

End-User: SN Ronald Allan T. Maristela BBAC Chairman: Ben M. Polido

PURCHASE CONTRACT – PAGCOR and CHOZ-A-MEDZ CORPORATION
Supply and Delivery of Three (3) Lots Various Drugs and Medicine, Medical Supplies and Laboratory Equipment for CF-Bacolod and CF- Iloilo under ITB No. CB22-07-002BAC (Lot 1: Supply and Delivery of Drugs and Medicine and Lot 2: Supply and Delivery of Medical Laboratory Supplies and Materials).

Witness / Contractor

CONTRACTOR

Witness - PAGCOR

BM, CF-Bacolod

3	Benzydamine Hydrochloride (Difflam)	360 Loz	22.93	8,254.80
4	Betahistine Hydrochloride (16mg) (Serc)	300 Tabs	70.38	21,114.00
5	Butamirate Citrate (Sinecod Forte)	300 Tabs	24.48	7,344.00
6	Calcium Alginate, Oral Liquid (Gaviscon)	600 Sachets	34.68	20,808.00
7	Captopril (Capoten)	240 Tabs	19.12	4,588.80
8	Celecoxib 200mg (Celebrex 200mg)	445 Caps	82.62	36,765.90
9	Cetirizine	360 Tabs	0.57	205.20
10	Clonidine 150mg (Catapres 150mg)	300 Tabs	70.38	21,114.00
11	Dequalinium Hydrochloride Lozenges (Dequadin)	361 Tabs	9.18	3,313.98
12	Dextromethorpan Hydrobromide + Phenylpropanolamine +Paracetamol (Tuseran Forte)	300 Caps	14.28	4,284.00
13	Dextrose, Plain NSS 500ml	4 Bots	193.55	774.20
14	Diclofenac Sodium Gel	28 Tubes	520.20	14,565.60
15	Epinephrine	4 Amps	316.71	1,266.84
16	Guaifenesin + Salbutamol + Sulfate	240 Caps	2.11	506.40
17	Hyosine N-Butylbromide (Buscopan)	4 Amps	245.95	983.80
18	Hyosine N-Butylbromide Oral	300 Tabs	6.88	2,064.00
19	Ibuprofen + Paracetamol (Alaxan FR)	371 Tabs	9.95	3,691.45
20	Isosorbide Dinitrate	20 Tabs	30.60	612.00
21	Lagundi Tablet 300mg	240 Tabs	1.60	384.00
22	Liniment (Efficascent Oil)	34 Bots	48.96	1,664.64
23	Loperamide HCL (Imodium)	360 Caps	27.49	9,896.40
24	Mefenamic Acid, 500mg (Dolfenal)	780 Pcs	34.68	27,050.40
25	Metoclopramide	4 Amps	137.70	550.80
26	Metoclopramide (Plasil)	240Tab	25.24	6,057.60
27	Mometasone Furate Lotion (Elica)	5 Botls	1,417.80	7,089.00
28	Mupirocin, Ointment	12 Tubes	81.60	979.20
29	Oral Rehydration	240 Sachets	7.48	1,795.20
30	Paracetamol, 500mg (Biogesic 500mg)	780 Tabs	5.10	3,978.00
31	Phenylephrine HCL+ Paracetamol (Decolgen no drowse)	780 Tabs	9.18	7,160.40
32	Povidone Iodine Solution, 10%, 120ml	36 Botls	74.46	2,680.56
33	Salbutamol, 2mg	120 Tabs	0.33	39.60
34	Salbutamol, Sulfate	180 Nebs	12.24	2,203.20
35	Silver Sulfadiazine, Cream	14 Tubes	112.20	1,570.80

End-User: SN Ronald Allan T. Maristela BBAC Chairman: Ben M. Polido

PURCHASE CONTRACT – PAGCOR and CHOZ-A-MEDZ CORPORATION
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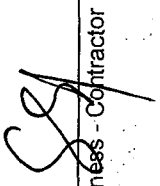

Witness - Contractor


CONTRACTOR


Witness - PAGCOR

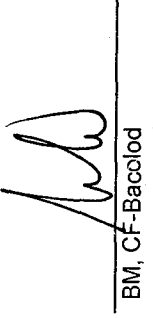

BM, CF-Bacolod

36	Tranexamic Acid, 500mg Tablet	60 Tabs	6.12	367.20
Lot 2 – Supply and Delivery of Medical Laboratory Supplies and Materials				
1	Alcohol 70%	638 Botls	79.56	50,759.28
2	Ammonia	4 Botls	47.06	188.24
3	Anthraquinon Glycosides + Salicylic Acid	10 Botls	543.15	5,431.50
4	Betadine Oral Antiseptic	36 Botls	476.82	17,165.52
5	Chlorpheniramine Malfeate	2 Amps	123.16	246.32
6	Cholesterol Test Strips 12 Cans for Easy Touch Machine	12 Cans	1,836.00	22,032.00
7	Cotton Buds, 200 Tips	30 Packs	35.96	1,078.80
8	Cup, Disposable Plastic Cup 12 oz, 50's	24 Packs	45.90	1,101.60
9	Disinfectant	9 BotsL	459.00	4,131.00
10	ECG Paper (80mm x 20 mm)	12 Rolls	131.96	1,583.52
11	Efficascent Oil	36 Bots	67.32	2,423.52
12	Electrode Pads For Existing AED (For ZOLL AED and Powerheart AED)	4 Pcs	19,737.00	78,948.00
13	Gloves, Medical Examination Gloves	24 Boxes	439.88	10,557.12
14	Gloves, Sterile	16 Pairs	25.69	411.04
15	Haemoglucotest Cannister (12 for one touch and 12 for easy touch machines)	24 Cans	1,147.50	27,540.00
16	Hydrogen Peroxide	48 BotsL	65.79	3,157.92
17	Mask, Disposable	1296 Boxes	61.20	79,315.20
18	Medicated Plastic Strips	30 Boxes	51.00	1,530.00
19	Methyl Salicylate Menthol	120 Packs	74.97	8,996.40
20	Micropore, Tape Adhesive, 1"	48 Pcs	25.51	1,224.48
21	Nasal Cannula	6 Pcs	61.20	367.20
22	Nebulizer Kit	6 Pcs	45.90	275.40
23	Sterile Lancet	7 Boxes	229.50	1,606.50
24	Tetrahydrozoline HCL. Eye Drop	84 Botls	156.06	13,109.04


Witness - Contractor


CONTRACTOR


Witness - PAGCOR


BM, CF-Bacolod

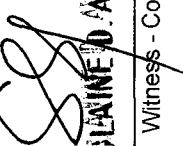
PAGCOR and the **SUPPLIER** agree that the contract price already includes all applicable taxes, fees and charges required by the government. The **SUPPLIER** holds **PAGCOR** free from liability for any or all taxes arising out of this transaction.

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 **SUPPLIER** shall complete the supply and delivery of said item/s within **Thirty (30) calendar days from acknowledgment of the Notice to Proceed**. The **SUPPLIER** shall deliver at the **PAGCOR, Casino Filipino-Bacolod, 15th Cor. Aguinaldo Street, Bacolod City**.
- PAGCOR** shall pay the total amount for the following Lots, based on the following schedule:

End-User: SN Ronald Allan T. Maristela BBAC Chairman: Ben M. Polido

PURCHASE CONTRACT – PAGCOR and CHOZ-A-MEDZ CORPORATION
Supply and Delivery of Three (3) Lots Various Drugs and Medicine, Medical Supplies and Laboratory Equipment for CF-Bacolod and CF- Iloilo under ITB No. CB22-07-002BAC (Lot 1: Supply and Delivery of Drugs and Medicine and Lot 2: Supply and Delivery of Medical Laboratory Supplies and Materials).


CHRISTINE D. AVELLINO
Witness - Contractor



FERDINAND T. PAULIG
CONTRACTOR

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
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

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 (for expendable supplies) or one (1) year (for non-expendable supplies) from issuance of the IAR.	100% equivalent of the costs of the items delivered Lot 1: Two Hundred Thirty Thousand Three Hundred Eighty-Nine Pesos and 57/100 (PhP 230, 389.57) Lot 2: Three Hundred Thirty-Three Thousand One Hundred Seventy-Nine Pesos and 29/100 (PhP 333,179.29).
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CHRISTINE D. AVELLINO
Witness - PAGCOR


Ben M. Polido
BM, CF-Bacolod

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, the **SUPPLIER** shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/items for everyday of delay including Sundays and Holidays, until such goods/items are finally delivered and accepted by **PAGCOR**. Such amount shall be deducted from any money due, or which may become due to the **SUPPLIER** or collected from any securities or warranties posted by the **SUPPLIER**. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, **PAGCOR** may rescind or terminate the **CONTRACT** and impose appropriate sanctions over above the liquidated damages to be paid.


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**.

End-User: SN Ronald Allan T. Maristela BBAC Chairman: Ben M. Polido


MISSIE GLAINE D. AVELINO
Witness - Contractor


FERDINAND T. PALUG
CONTRACTOR


Witness - PAGCOR


BM, CF-Bacolod

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 as described in item no. 1 of this **CONTRACT**.
 - b. It has good title to the goods described in item no. 1 of this **CONTRACT**, full authority to sell and transfer the same and that the items are sold free and clear of
End-User: SN Ronald Allan T. Maristela BBAC Chairman: Ben M. Polido

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 the notice. Should the **SUPPLIER** fail to replace the same within the agreed period, the **SUPPLIER** shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/items for everyday of delay including Sundays and Holidays, until such goods/items are finally delivered and accepted by **PAGCOR**. Such amount shall be deducted from any money due, or which may become due to the **SUPPLIER** or collected from any securities or warranties posted by the **SUPPLIER**. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, **PAGCOR** may rescind or terminate the contract and impose appropriate sanctions over and above the liquidated damages to be paid by the **SUPPLIER**, without prejudice to other courses of action and remedies open to it.
- 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:


End-User: SN Ronald Allan T. Maristela BBAC Chairman: Ben M. Polido


PURCHASE CONTRACT – PAGCOR and CHOZ-A-MEDZ CORPORATION


Supply and Delivery of Three (3) Lots Various Drugs and Medicine, Medical Supplies and Laboratory Equipment for CF-Bacolod and CF- Iloilo under ITB No. CB22-07-002BAC (Lot 1: Supply and Delivery of Drugs and Medicine and Lot 2: Supply and Delivery of Medical Laboratory Supplies and Materials).


PROSIE ALAMPIO
Witness - Contractor


FERDINAND A. TOLOSA



Witness - PAGCOR


BM, CF-Bacolod


NOISIE CLAIRE D. AVELLANO
 Witness / Contractor


FERDINAND T. RAUGIG
 CONTRACTOR


 Witness - PAGCOR


 BM, CF-Bacolod

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%)
(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 1 – Eleven Thousand Five Hundred Nineteen Pesos and 48/100 (PhP11,519.48) Lot 2 – Sixteen Thousand Six Hundred Fifty- Eight Pesos and 96/100 (Php16,658.96)
(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.	Five percent (5%) Lot 1 – Eleven Thousand Five Hundred Nineteen Pesos and 48/100 (PhP11,519.48) Lot 2 – Sixteen Thousand Six Hundred Fifty- Eight Pesos and 96/100 (Php16,658.96)

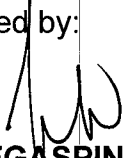
The Performance Security shall remain valid during the entire **CONTRACT** duration and shall be released only after the issuance of the Certificate of Final Acceptance (issuance of the IAR); Provided that **PAGCOR** has no claims filed against the contract awardee or the surety or insurance company and it has no claims for labor and materials filed against the **SUPPLIER**.

End-User: SN Ronald Allan T. Maristela BBAC Chairman: Ben M. Polido

IN WITNESS WHEREOF, the **PARTIES** have signed these presents on this
day of NOV 10 2022, 2022 at QUEZON CITY.

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

Represented by:



NESTOR G. LEGASPINA
TIN No. 102-007-314

CHOZ-A-MEDZ CORPORATION
TIN: 008-870-634-000

Represented by:


ATTY. FERDINAND T. PAUIG
TIN No. 302-350-786-000

Signed in the presence of:




End-User: SN Ronald Allan T. Maristela BBAC Chairman: Ben M. Polido

ACKNOWLEDGEMENT

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


BEFORE ME, a Notary Public for and in City of QUEZON CITY, Philippines, this
day of NOV 10 2022, 2022, personally appeared:

NAME		ID ISSUED AT/ON
NESTOR G. LEGASPINA		Unified Multi-Purpose ID CRN-011-8315568-0

known to me and known to be the same person who executed the foregoing instrument consisting of Twelve (12) 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. 185;
Page No. 37;
Book No. 1;
Series of 2022
MCLE Compliance No. _____


ATTY. CHRISTIAN BENEDICT T. BRIBON
IBP No. 183411 / 01-03-2022 / Q.C. - Roll No. 69532
MCLE Compliance No. VI-0020767 / 22-April 2023
PTR No. 3803180 / 01-03-2022, Commission No. NP-224
Extended until December 31, 2022 (B.M. No. 3795)

End-User: SN Ronald Allan T. Maristela BBAC Chairman: Ben M. Polido

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in City of QUEZON CITY, Philippines, this
_____ day of NOV 10 2022, 20____, personally appeared:

NAME
Ferdinand T. Paug
FERDINAND T. PAUG

ID ISSUED AT/ON
Driver's License No. B04-02-152725
Expiration Date: 9/11/2032

known to me and known to be the same person who executed the foregoing instrument consisting of Twelve (12) 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.

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Series of 2022 ;
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