

## PURCHASE CONTRACT

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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 Officer-In-Charge for Casino Filipino-Cebu, **MA. CONSOLACION A. PASION** hereinafter referred to as "**PAGCOR**";

-and-

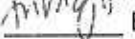

**JJI BUILDING APPLICATIONS AND TRADING**, a company duly organized and existing under the laws of the Republic of the Philippines, with office address at Villacaryo, Bohol, represented in this act by its Proprietor, **DULCE BORJA**, hereinafter referred to as the "**CONTRACTOR**"

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 Photocopiers and Other Office Equipment under ITB No. PB21-11-031CEBa-01 (Supply and Delivery of Other Office Equipment);

End-User:  BBAC Chairman/Vice Chairman 

PURCHASE CONTRACT – PAGCOR and JJI BUILDING APPLICATIONS AND TRADING  
Supply and Delivery of Photocopiers and Other Office Equipment under ITB No. PB21-11-031CEBa-01 (Supply and Delivery of Other Office Equipment)  
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**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 January 27, 2022 for the procurement of the Project;

**WHEREAS, the CONTRACTOR** has submitted the Lowest Calculated Responsive Bid for the Project;

**WHEREAS, PAGCOR** has accepted the bid of the **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** shall undertake the Supply and Delivery of Photocopiers and Other Office Equipment under ITB No. PB21-11-031CEBa-01 (Supply and Delivery of Other Office Equipment) with the following technical specifications:

Supply and Delivery of Photocopiers and Other Office Equipment under ITB No. PB21-11-031CEBa-01 (Supply and Delivery of Other Office Equipment)		
QTY	UOM	SCOPE OF WORK
1	unit	Fireproof Safe 4 Drawers
2	unit	Jr. Executive Chair
1	unit	Executive Chair
1	unit	Bundy Clock
4	unit	Percolator
2	unit	Rice Cooker

End-User:  BBAC Chairman/Vice Chairman 

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2. The total contract price shall be in the amount of **One Hundred Sixty-two Thousand and 00/100 Pesos (Php 162,000.00)**, VAT Exclusive, Zero-Rated Transaction, with breakdown as follows:

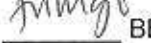
Supply and Delivery of Photocopiers and Other Office Equipment under ITB No. PB21-11-031CEBa-01 (Supply and Delivery of Other Office Equipment)				
1	1 unit	Fireproof Safe 4 Drawers	P60,000.00	<b>P60,000.00</b>
	2 units	Jr. Executive Chair	P9,000.00	<b>P18,000.00</b>
	1 unit	Executive Chair	P11,000.00	<b>P11,000.00</b>
	1 unit	Bundy Clock	P20,000.00	<b>P20,000.00</b>
	4 units	Percolator	P9,000.00	<b>P36,000.00</b>
	2 units	Rice Cooker	P8,500.00	<b>P17,000.00</b>
TOTAL			<b>P162,000.00</b>	

**PAGCOR** and the **CONTRACTOR** agree that the contract price already includes all applicable taxes, fees and charges required by the government. The **CONTRACTOR** 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 **CONTRACTOR** shall complete the supply and delivery of said item/s within **forty-five (45) days from the acknowledgement of the Notice to Proceed**. The **CONTRACTOR** shall deliver at:

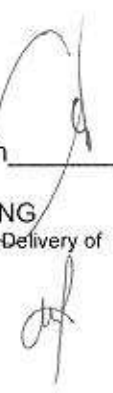
Casino Filipino-Cebu Main - Waterfront Hotel & Casino, Salinas Drive, Lahug, Cebu City
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End-User:  BBAC Chairman/Vice Chairman

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4. **PAGCOR** shall pay the total amount **One Hundred Sixty-two Thousand and 00/100 Pesos (Php 162,000.00), VAT Exclusive, Zero-Rated Transaction**, based on the following schedule:

99% of the costs of the items delivered ( <i>per lot</i> ) subject to <b>PAGCOR's</b> 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 <b>three (3) months (for expendable supplies) or one (1) year (for non-expendable supplies)</b> 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 <b>PAGCOR's</b> 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 <b>three (3) months (for expendable supplies) or one (1) year (for non-expendable supplies)</b> from issuance of the IAR.	<b>One Hundred Sixty-two Thousand and 00/100 Pesos</b>  <b>(Php 162,000.00)</b>
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5. The **CONTRACTOR** shall complete the supply and delivery of goods within the time agreed by both **PARTIES**. Should the **CONTRACTOR** 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. 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 **CONTRACTOR** 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

End-User:  BBAC Chairman/Vice Chairman 



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Performance Security and the penalties agreed upon, **PAGCOR** shall have the option to terminate the Contract.

6. In the event that the **CONTRACTOR** 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 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.

End-User:  BBAC Chairman/Vice Chairman 

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Other Office Equipment)

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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 **CONTRACTOR** hereby further warrants and represents that:

- a. The goods and specifications shall be as 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 twenty-four (24) hours from receipt of notice. Failure to replace the defective items within the same period shall make the **CONTRACTOR** 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 **CONTRACTOR**, a warranty security shall be required from the **CONTRACTOR** 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.

End-User:  BBAC Chairman/Vice Chairman 

- 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.

15. To guarantee the faithful performance of the **CONTRACTOR** 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.	
(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.	Five Percent (5%) Eight Thousand One Hundred and 00/100 Pesos (Php8,100.00)
(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%) Forty-Eight Thousand Six Hundred and 00/100 Pesos (Php48,600.00)

In case the **CONTRACTOR** posted a Bid Security in the form of Cash, Cashier's or Manager's Check, the same may be utilized 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 **CONTRACTOR** or the surety or insurance company and it has no claims for labor and materials filed against the **CONTRACTOR**.

End-User:  BBAC Chairman/Vice Chairman 

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IN WITNESS WHEREOF, the **PARTIES** have signed these presents on this  
day of MAK 2020 at CEBU.

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

**JJI BUILDING APPLICATION  
TRADING**  
TIN: 440-961-337-000

Represented by:


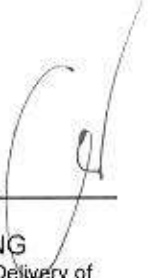
Represented by:

  
**MA. CONSOLACION A. PASION**  
Officer-In-Charge  
TIN: 102-017-029-0000

  
**DULCE BORJA**  
Proprietor  
TIN: 440-961-337-000

Signed in the presence of:

  
DANIKA A BACATAN

End-User:  BBAC Chairman/Vice Chairman 



ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in City of CEBU CITY, Philippines, this day of MAR 15 2022, 20, personally appeared:

Name	Identification Document Presented
MA. CONSOLACION A. PASION (In her Capacity as Officer-In-Charge of Casino Filipino-Cebu)	SSS ID No: 03-9772404-4
DULCE BORJA Proprietor	SSS ID No: 06-2276850-0

known to me and known to be the same persons who executed the foregoing instrument consisting of nine (9) pages, including the page whereon the acknowledgment is written and acknowledged before me that the same are their free and voluntary acts and deeds and that of the entities they represent.

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

Doc No. 107;  
Page No. 103;  
Book No. 38;  
Series of 20 22  
MCLE Compliance No.

ATTY. GLICERIO A. BAGUIO, CPA  
NOTARY PUBLIC  
FOR CITIES AND PROVINCE  
UNTIL JUNE 30, 2022  
NOT COMM. NO. 29-16  
ROLL NO. 85396  
JRF NO. 48 C.Y. 2022-1224071 CEBU PROVINCE  
PTF NO. 3515737-1228621 CEBU CITY  
#9 D. JAKOSH EM ST., STD. NIÑO, CEBU CITY  
MCLE 6<sup>TH</sup> COMP NO.0029264-11/08/19, UNTIL 4/14/2022

End-User: Mingo BBAC Chairman/Vice Chairman

PURCHASE CONTRACT – PAGCOR and JJI BUILDING APPLICATIONS AND TRADING  
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