

# 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, M.H Del Pilar cor. Pedro Gil Sts. Malate, Manila, represented in this act by its CF Bacolod **Branch Manager, NESTOR G. LEGASPINA**, 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 and duly registered with office address at 3F Uptown Corporate Center Building 3, Block 1, Lot 1 A Melchora Aquino cor. J.P. Rizal Sts., Rizal Technopark Highway 2000, Taytay Rizal, 1920, represented in this act by its Manage, Sales Logistics, **MS. DAISY M. VILLAFUERTE**, and for this purpose 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 Air-conditioning Supplies and Materials under ITB No. CB23-04-002BACa-05, which was approved by the PAGCOR Board of Directors and included in the 2023 Annual Procurement Plan (APP);

**WHEREAS, PAGCOR** conducted a Competitive Bidding in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations on June 6, 2023 for the procurement of the Project;

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

**WHEREAS, considering** that all the requisites were met, **PAGCOR** has accepted the bid of the **SUPPLIER**;

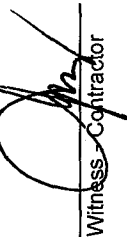
**WHEREAS, the Branch Manager, duly delegated** on February 11, 2014 approved the award of the contract to the **SUPPLIER**;

**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:

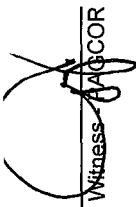
## **TERMS AND CONDITIONS**

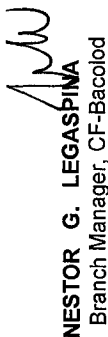
The rights and obligations of the parties are set forth as follows:

1. The **SUPPLIER** shall undertake the Supply and Delivery of Airconditioning Supplies and Materials under ITB No. CB23-04-002BACa-05 with the following technical specifications:

  
Witness-Contractor

  
DAISY M. VILLAFUERTE  
CONTRACTOR

  
Witness-PAGCOR

  
NESTOR G. LEGASPINA  
Branch Manager, CF-Bacolod

**SUPPLY AND DELIVERY OF AIRCONDITIONING SUPPLIES AND MATERIALS  
UNDER ITB NO. CB23-04-002BACa-05**

Item No.	ITEM DESCRIPTION	QUANTITY	UOM
1	Compressor, scroll type, LRA 121, 5tr 3phase,220-240Vac (Standard)	7	pc
2	Fan motor 3/4hp, 220-240Vac, 50/60hz, Model D929	7	pc
3	Motor Compressor 1.5hp, 220-240Vac, 50/60Hz (Standard)	12	pc
4	Motor Compressor 2hp (standard)	6	pc
5	Capacitor,15muf, 220-440Vac, 50/60hz	25	pc
6	Fan blade, outdoor, 5tr, up blast	10	pc
7	Freon R22(13.6kg)	15	tank
8	Freon 410a(13.6kg)	15	tank

Witness- Contractor

2. The total contract price for the **Supply and Delivery of Airconditioning Supplies and Materials under ITB No. CB23-04-002BACa-05** shall be in the amount of **Eight Hundred Thousand Five Hundred Pesos only (PhP 800,500.00), VAT Exclusive, Zero-rated transaction**, with breakdown as follows:

Item No.	Quantity	Description	Unit Cost	Total Cost
1	7 pieces	Compressor, scroll type, LRA 121, 5tr 3phase,220-240Vac (Standard)	35,340.00	247,380.00
2	7 pieces	Fan motor 3/4hp, 220-240Vac, 50/60hz, Model D929	11,780.00	82,460.00
3.	12 pieces	Motor Compressor 1.5hp, 220-240Vac, 50/60Hz (Standard)	9,920.00	119,040.00
4	6 pieces	Motor Compressor 2hp (standard)	10,540.00	63,240.00
5	25 pieces	Capacitor,15muf, 220-440Vac, 50/60hz	566.00	14,150.00
6	10 pieces	Fan blade, outdoor, 5tr, up blast	3,720.00	37,200.00
7	15 tanks	Freon R22(13.6kg)	8,095.00	121,425.00
8	15 tanks	Freon 410a(13.6kg)	7,707.00	115,605.00

DAISY M. VILLAFUERTE  
CONTRACTOR

Witness- CONTRACTOR

NESTOR G. LEGASPIÑA  
Branch Manager, CF-Bacolod

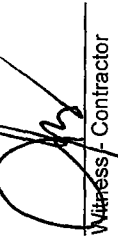
**PAGCOR** and the **SUPPLIER** agree that the contract price already includes all applicable taxes, fees and charges required by the government. The **SUPPLIER** holds **PAGCOR** free from liability for any or all taxes arising out of this transaction.

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.

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 Notice to Proceed of the winning **SUPPLIER**. The **SUPPLIER** shall deliver at the **PAGCOR Casino Filipino – Bacolod**, 15th Corner Aguinaldo Street, Bacolod City based on the following Delivery Schedule of Requirements, with details as follows:

**PAGCOR shall pay the total amount of Eight Hundred Thousand Five Hundred Pesos only (PhP 800,500.00), VAT Exclusive, Zero-rated transaction, based on the following schedule:**

99% of the costs of the items delivered 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 to be paid after <b>three (3) months</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

  
Witness - Contractor

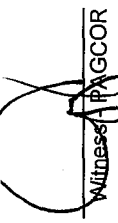
  
DAISY M. VILLAFUERTE  
CONTRACTOR

4. The **SUPPLIER** shall complete the supply and delivery of the required goods/items within the time agreed by both parties.

Should the **SUPPLIER** incurs delay or fails to satisfactorily deliver any or all of the goods/items required under the **Contract** within the specified schedule, inclusive of any time extension duly granted, the **SUPPLIER** shall be liable for liquidated damages equivalent to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/items for each day of delay, including Sundays and Holidays, until such goods/items are finally delivered and accepted by **PAGCOR**.

Such liquidated damages shall be paid by the **SUPPLIER** or deducted from any money due or which may become due to the **SUPPLIER**, or collected from any applicable 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 automatically terminate the Contract and impose appropriate sanctions over and above the liquidated damages to be paid.

  
Witness - PAGCOR

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.

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.

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

  
NESTOR G. LEGASPINA  
Branch Manager. CF-Bacolod

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.

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:

- 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 goods/items shall be replaced within thirty (30) calendar days from receipt of 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 defective 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 by 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 automatically terminate the Contract and impose appropriate sanctions over and above the liquidated damages to be paid, 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**, 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.

Witness - Contractor

CONTRACTOR

Witness - PAGCOR

Branch Manager, CF-Bacolod

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.

14. 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%) PhP 40,025.00
(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%) PhP240,150.00

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.

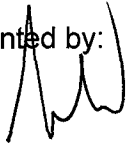
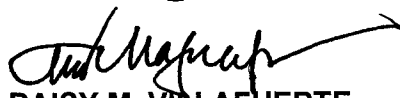
IN WITNESS WHEREOF, the parties have signed these presents on this AUG 26 2023 day of \_\_\_\_\_, 20\_\_ at TAY TAY RIZAL.

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

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

Represented by:

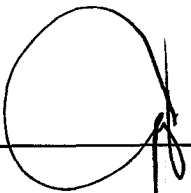
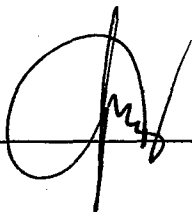
Represented by:





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

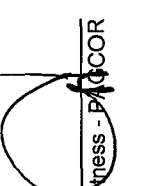
**MS. DAISY M. VILLAFUERTE**  
TIN No. 102-978-653

Signed in the presence of:

  
Witness - Contractor

  
DAISY M. VILLAFUERTE  
CONTRACTOR

  
Witness - PAGCOR

  
NESTOR G. LEGASPINA  
Branch Manager, CF-Bacolod

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in City BACOLOD CITY, Philippines, this  
SEP 01 day of 2023, 20\_\_, personally appeared:

NAME



NESTOR G. LEGASPINA

ID ISSUED AT/ON

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 Seven (7) 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. 50 ;  
Page No. 11 ;  
Book No. 61 ;  
Series of 20 23  
MCLE Compliance No. \_\_\_\_\_

**ATTY. MELQUIADES M. CENTENO**

NOTARY PUBLIC  
UNTIL DECEMBER 31, 2023  
ROOM 4, 2ND FLOOR, BIC BANK BLDG.,  
ARANETA ST., BACOLOD CITY, NEG. OCC.  
TELEPHONE NO. 091-9251  
ROLL NO. 10525  
BF NO. PAID - C.Y. 11-22-22  
PTR NO. 8291345 - 11-22-22  
POLICE COMPL. NO. VI-1668206  
APPOINTMENT NO. 0035-21

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
TAY TAY RIZAL ) S.S.

BEFORE ME, a Notary Public for and in City of TAY TAY RIZAL, Philippines, this  
day of AUG 26 2023, 2023, personally appeared:

NAME	ID ISSUED AT/ON
<b>MS. DAISY M. VILLAFUERTE</b>	<b>Social Security System ID (SSS) 03-4431670-6</b>

known to me and known to be the same person who executed the foregoing instrument consisting of Seven (7) pages, including the page whereon the acknowledgements 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. 298 ;  
Page No. 47 ;  
Book No. XIII ;  
Series of 2023 .  
MCLE Compliance No. \_\_\_\_\_

*[Signature]*  
ISIDRO SANTIAGO C. MARTINEZ  
Notary Public Until Dec. 31, 2024  
App. No. 23-11, RTC Antipolo City  
2 Kadalagahan St., Taytay, Rizal  
Attorney's Roll No. 37013  
MCLE VII-0008511 until 4-14-25  
IBP No. 173480, 10-28-2022  
PTR No. 19168751, 1-03-2023