

## 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 Procurement Department, Eighth (8<sup>th</sup>) Floor, PAGCOR House Annex, 1105 United Nations Avenue, corner Maria Orosa Street, Ermita, Manila, represented in this act by its Assistant Vice President, Procurement Department, **HERNANDO C. APIGO**, hereinafter referred to as "PAGCOR";

-and-

**BUILTRADE CONSTRUCTION SUPPLY**, a Sole proprietorship duly registered under the laws of the Republic of the Philippines, with office address at 170 Katipunan Ave., Blue Ridge A., Quezon City represented in this act by its Purchasing Head, **ANTHONY B. MUNDA**, duly authorized for this purpose by a Special Power of Attorney dated August 30, 2017 hereto attached as Annex "A", hereinafter referred to as the "SUPPLIER".

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

### ANTECEDENTS:

**WHEREAS, PAGCOR** has a requirement for the Supply and Delivery of Spare Parts for Card Shuffling Machine for the General Services and Engineering Department under ITB No. PB17-057COR-08;

**WHEREAS, PAGCOR** conducted a public bidding in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its Revised Implementing Rules and Regulations on September 4, 2017 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:

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Purchase Contract – BUILTRADE CONSTRUCTION SUPPLY  
Supply and Delivery of Spare Parts for Card Shuffling Machine under ITB No. PB17-057COR-08

JOSEPH DL. YOBICO



## TERMS AND CONDITIONS

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

- The **SUPPLIER** shall undertake the Supply and Delivery of Spare Parts for Card Shuffling Machine with the following technical specifications:

Item No.	Item Description	Quantity	Unit of Measurement (UOM)
1	CHEMICAL, CHLOROFORM 1 LITER/BOTLE	42	BTL
2	LOCK, CAMLOCK, 3/4"X1.7/16" (KYONAN)	47	PC
3	BRUSH, CARBON BRUSH (FOR SEWING MACHINE MOTOR)	11	PC
4	BELT, TRANSFER BELT 350, 1 SIDED, SMALL	591	PC
5	BELT, TRANSFER BELT 350, MEDIUM	67	PC
6	BELT, V-BELT FOR MB 400, #31400105	292	PC
7	LOCK, PUSHLOCK, SHOEBOX 3/4" (KYONAN)	384	PC
8	LOCK, PUSHLOCK, SHOEBOX 7/8", #106	138	PC
9	FUSE, 3 AMP	37	PC
10	BELT, TRANSFER BELT 350, 2 SIDED, BIG	426	PC
11	MOTOR, SEWING MACHINE MOTOR, 9000 RPM (SINGER)	32	UNIT

- The total contract price shall be in the amount of **Three Hundred Seventy-Eight Thousand Nine Hundred Forty-Eight Pesos and 30/100 (PhP378,948.30)**, VAT Exclusive, Zero-rated transaction, with details as follows:

Item No.	Item Description	Quantity	UOM	UNIT PRICE	TOTAL PRICE (Vat Exclusive, Zero Rated Transaction)
1	CHEMICAL, CHLOROFORM 1 LITER/BOTLE	42	BTL	176.80	7,425.60
2	LOCK, CAMLOCK, 3/4"X1.7/16" (KYONAN)	47	PC	54.60	2,566.20
3	BRUSH, CARBON BRUSH (FOR SEWING MACHINE MOTOR)	11	PC	97.50	1,072.50
4	BELT, TRANSFER BELT 350, 1 SIDED, SMALL	591	PC	184.60	109,098.60
5	BELT, TRANSFER BELT 350, MEDIUM	67	PC	237.50	15,912.50
6	BELT, V-BELT FOR MB 400, #31400105	292	PC	188.50	55,042.00
7	LOCK, PUSHLOCK, SHOEBOX 3/4" (KYONAN)	384	PC	62.40	23,961.60
8	LOCK, PUSHLOCK, SHOEBOX 7/8", #106	138	PC	175.00	24,150.00
9	FUSE, 3 AMP	37	PC	3.90	144.30
10	BELT, TRANSFER BELT 350, 2 SIDED, BIG	426	PC	237.50	101,175.00
11	MOTOR, SEWING MACHINE MOTOR, 9000 RPM (SINGER)	32	UNIT	1,200.00	38,400.00

*[Handwritten Signature]*

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 the items within thirty (30) calendar days effective from the date of receipt of the SUPPLIER of the Notice to Proceed. The SUPPLIER shall deliver at PAGCOR Imus Warehouse, #363 Bayan Luma VI, Imus Cavite;
4. PAGCOR shall pay the total amount of **Three Hundred Seventy-Eight Thousand Nine Hundred Forty-Eight Pesos and 30/100 (PhP378,948.30)**, 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.	<b>Three Hundred Seventy-Five Thousand One Hundred Fifty-Eight Pesos and 82/100</b>  <b>(PhP375,158.82)</b>
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).	<b>Three Thousand Seven Hundred Eighty-Nine Pesos and 48/100</b>  <b>(PhP3,789.48)</b>

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 <b>three (3) months</b> from issuance of the IAR.	<b>Three Hundred Seventy-Eight Thousand Nine Hundred Forty-Eight Pesos and 30/100</b>  <b>(PhP378,948.30)</b>
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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) 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 seven (7) calendar 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 shall be required from it for a minimum period of **three (3) months** from the date of delivery and acceptance of goods.
- h. The obligation for the warranty 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.

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 in Percentage of 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.	<b>Eighteen Thousand Nine Hundred Forty-Seven Pesos and 42/100</b>  <b>(PhP18,947.42)</b>
(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.	<b>Thirty Percent (30%)</b>  <b>One Hundred Thirteen Thousand Six Hundred Eighty-Four Pesos and 49/100</b>  <b>(PhP113,684.49)</b>

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 \_\_\_\_\_ day of \_\_\_\_\_, 2017 at \_\_\_\_\_.

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

**BUILTRADE CONSTRUCTION SUPPLY**  
**TIN: 912-681-120-000**

Represented by:



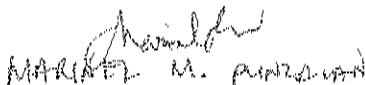
**HERNANDO C. APIGO**  
Assistant Vice President  
Procurement Department  
**TIN: 210-735-638-000**

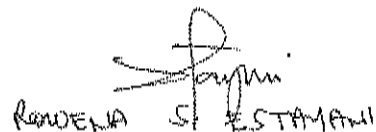
Represented by:



**ANTHONY B. MUNDA**  
Purchasing Head  
**TIN: 351-020-774-000**

Signed in the presence of:

  
MARIATE M. PURZAWA

  
ROWENA S. ESTAMARI

**ACKNOWLEDGEMENT**

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

BEFORE ME, a Notary Public for and in City of CITY OF MANILA, Philippines, this  
day NOV 21 2017, 2017, personally appeared:

**NAME**

**GOVERNMENT ID NO.**

**HERNANDO C. APIGO**

**PAGCOR ID NO. 02-0129**

Issuance Date: 2002

Place of Issue: Manila

known to me and known to be the same person who execute the foregoing instrument consisting of eight (8) 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. 229  
Page No. 97  
Book No. 1  
Series of 2017.

**ALIAH M. COMAGUL**  
NOTARY PUBLIC  
IN AND FOR THE CITY OF MANILA  
6<sup>th</sup> FLR, NEW WORLD MANILA BAY HOTEL & CASINO  
M.H. DEL PILAR ST. MALATE, MANILA  
COMPL. NO. 2017 - 120, UNTIL DEC. 31, 2018  
ROLL NO. 66523 /ISP NO. 1071943  
MCLE COMPLIANCE: (N/A AnnHad 2016)  
PPLM CHAPTER  
PTR NO. 6000097/JAN.21,2017/MANILA

JOSEPH DEL YODIGO

**ACKNOWLEDGEMENT**

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

QUEZON CITY

BEFORE ME, a Notary Public for and in City of \_\_\_\_\_, Philippines, this  
day of \_\_\_\_\_, 2017, personally appeared:


NOV 08 2017

<b>NAME</b>	<b>ID ISSUED AT/ON</b>
<b>ANTHONY B. MUNDA</b>	<u>SOCIAL SECURITY SYSTEM</u>
	<b><u>GOVERNMENT ID NO.</u></b>
	<u>03-8697962-2</u>
	Issue Date: <u>1985</u>
	Place of Issue: <u>QUEZON CITY</u>
	Validity Period: _____

known to me and known to be the same person who execute the foregoing instrument consisting of eight (8) 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 Sole Proprietorship he represents.

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

Doc No. 138 ;  
Page No. 28 ;  
Book No. X ;  
Series of 2017.

  
**ATTY. PABLO B. AIESTA**  
 A NOTARY PUBLIC  
 VALID UNTIL DEC. 31, 2018  
 PTR NO. : 3751691V / 01/03/2017 - Quezon City  
 IBP NO. 1051648 / 01/05/2017  
 TIN : 149-830-057  
 MCLE NO. V/0004698 / ROLL NO. 34-0-1  
 ADM Matter No.: NP-120 (2016 - 2017)  
 Add. 2A 3<sup>rd</sup> Ave., Bldg Crame, Quezon City



SPECIAL POWER OF ATTORNEY


I, **NOEL VINCENT S. PICCIO** of legal age, single with business address at 170-Katipunan Avenue, Blueridge A, Quezon City, after being duly sworn to in accordance with law hereby depose and state that:

- 1) I am the Owner/General Manager of **BUILTRADE CONSTRUCTION SUPPLY** a sole proprietorship duly organized and existing in accordance with the Philippine laws, with the same business address as stated above;
- 2) That I am designating **ANTHONY B. MUNDA, Purchasing Head** and **ROWENA S. ESTAYANI - Office Assistant**, be authorized to deal, bid and transact, for and behalf of the **BUILTRADE CONSTRUCTION SUPPLY** with the **PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR)** regarding all the procurement activities.

"RESOLVED, further that **ANTHONY B. MUNDA and ROWENA S. ESTAYANI**, be authorized as they are hereby authorized to accomplish, sign, execute, deliver and receive all papers and/or documents in connection with and/or pursuant to the **PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR)** Transactions.

FURTHER AFFIANT SAYETH NAUGHT.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 30 day of AUGUST 2017 in QUEZON CITY

  
**NOEL VINCENT S. PICCIO**  
General Manager

Affiant  
QUEZON CITY

SUBSCRIBED AND SWORN TO before me this 30 day of AUGUST 2017 at \_\_\_\_\_ Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his Philippine Passport, with his photograph and signature appearing thereon, with no. EB9825350 and his Community Tax certificate no. 347000839 issued on January 20, 2017 at Quezon City.

Witness my hand and seal this 30 day of AUGUST 2017

**BUILTRADE CONSTRUCTION SUPPLY**  
A. M. NO. 02-8-13-SC  
170-KATIPUNAN AVENUE, BLUERIDGE A, QUEZON CITY  
TEL: 4797 TEL/FAX: 4797

NAME OF NOTARY PUBLIC

Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorney's No. \_\_\_\_\_  
PTR No. \_\_\_\_\_, \_\_\_\_\_  
IBP No. \_\_\_\_\_, \_\_\_\_\_

**ATTY. PABLO S. AJESTA**  
NOTARY PUBLIC

VALID UNTIL DEC. 31, 2018  
PTR NO.: 3761691V / 02/03/2017 - Quezon City  
IBP NO. 1051448 01/03/2017  
TIN: 149-830-057  
MCLE NO. V-0004696 / ROLL NO. 34661  
ADM Matter No.: NP-120 (2016 - 7017)  
Quezon City

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