

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 (8th) Floor, PAGCOR Corporate Annex Office, 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 Owner/General Manager, **NOEL VINCENT S. PICCIO**, 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 Two (2) Lots Various Construction/Hardware Materials and Services for Repairs and Maintenance of Corporate Departments and Satellite Operations Group (SOG) 5 under ITB No. PB18-03-039COR;

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 April 18, 2018 for the procurement of the Project;

WHEREAS, the **SUPPLIER** has submitted the single calculated responsive bid for Lot 1 of 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 Two (2) Lots Various Construction/Hardware Materials and Services for Repair and Maintenance of Corporate Departments and Satellite Operations Group (SOG) 5 under ITB No. PB18-03-039COR

JOSEPH DI. YODICO

TERMS AND CONDITIONS

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

- The **SUPPLIER** shall undertake the Supply and Delivery of Two (2) Lots Various Construction/Hardware Materials and Services for Repairs and Maintenance of Corporate Departments and Satellite Operations Group (SOG) 5 with the following technical specifications:

Item No.	Item Description	Quantity	Unit of Measurement (UOM)	Brand Name
1	BRUSH, PAINT 4"	20	PC	PANCLUB
2	BRUSH, PAINT 1"	7	PC	PANCLUB
3	BRUSH, PAINT 2"	20	PC	PANCLUB
4	BRUSH, PAINT 3"	20	PC	PANCLUB
5	CHEMICAL, CHLOROFORM, 200ML/BTL	6	BTL	UNBRANDED
6	ADHESIVE, INSTANT, SUPER GLUE, CLEAR, 20GRMS	17	TUBE	GRECO
7	BIT, STEEL, 1/8" (HSS, 6"L)	13	PC	POWERCRAFT
8	BIT, STEEL, 3/16" (HSS, 6"L)	18	PC	POWERCRAFT
9	BRUSH, PAINT, 1/2"	57	PC	PANCLUB
10	BRUSH, CAMEL HAIR, #1	3	PC	CAMEL
11	BATTERY, 12V, 8D	3	UNIT	TRUCKMASTER
12	SURFACE PROTECTOR, PROTECTANT GLOSS FINISH, 295ML/10 OZ	6	BTL	ARMOUR ALL
13	BIT, DRILL, 1/16" (HARDENED METAL, HSS, 6" L)	13	PC	POWERCRAFT
14	GLOVES, MAONG (LARGE)	8	PAIR	UNBRANDED
15	GLUE, WOOD GLUE	2	QRT	STICKWEL
16	GLUE, INSTANT ADHESIVE #495, 20G/BTL	84	BTL	LOCTITE
17	GLOVES, RUBBER, LARGE	16	PAIR	KYK
18	CONTACT CEMENT	22	BTL	DO-ALL
19	CONTACT CLEANER (FOR ELECTRONIC EQUIPMENT USE) 330ML-425ML/CAN	15	CAN	HARDEX
20	DEGREASER, 330G-400G/CAN	18	CAN	MAXEL
21	CLEANER, CREAM, ALL PURPOSE, 250G/CAN	19	CAN	A-1
22	FINISHING NAIL 1"	10	KILO	UNBRANDED
23	FINISHING NAIL 1-1/2"	26	KILO	UNBRANDED
24	FINISHING NAIL 2"	9	KILO	UNBRANDED
25	GLOVES, FABRIC (LARGE)	41	PAIR	UNBRANDED
26	OIL, PENETRATING, 16 OZ/CAN	24	CAN	MAXEL
27	MASK, DUSK CHECK	6	PC	KYK
28	RUG, STUPA (WHITE)	509	KILO	UNBRANDED
29	PLYWOOD, 1/2" X 4' X 8', MARINE	120	PC	MARINE

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JOSEPH DE YODICO

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30	LOCK, PADLOCK, 40 MM, BRASS	18	PC	KYK
31	GOGGLES, SAFETY, CLEAR	10	PC	UNBRANDED
32	KNOB, DOOR KNOB, ORDINARY, STAINLESS	6	PC	KYK
33	MIRROR, 2FT X 3FT WITH ALUMINUM FRAME	1	PC	UNBRANDED
34	OIL, CLEANING, SPRAY LUBRICANTS, 282ML-300ML/CAN	17	CAN	WD-40
35	POLISH, METAL, NET WEIGHT 125-150ML (150G)/CAN	47	CAN	WIPE-OUT
36	PLYWOOD 1/2" x 4' x 8'	10	PC	UNBRANDED
37	PLYWOOD 1/4" x 4' x 8'	6	PC	UNBRANDED
38	PLYWOOD 3/4" x 4' x 8'	10	PC	UNBRANDED
39	WIRE, GI, #14	20	KILO	UNBRANDED
40	TILES, VINYL, BIEGE, 3MMTHK x 300MM x 300MM	600	PC	KENT
41	TAPE, DUCT TAPE, 2"	250	PC	ARMAK

2. The total contract price shall be in the amount of **Three Hundred Seventy-Four Thousand Three Hundred Thirty-Six Pesos and 40/100 (PhP374,336.40)**, VAT Exclusive, Zero-Rated Transaction, with details as follows:

Item No.	Item Description	Quantity/ UOM	Unit Price VAT Exclusive, Zero-Rated Transaction	Total Price VAT Exclusive, Zero-Rated Transaction
1	BRUSH, PAINT 4"	20 PCS	PhP76.16	PhP1,523.20
2	BRUSH, PAINT 1"	7 PCS	PhP12.32	PhP86.24
3	BRUSH, PAINT 2"	20 PCS	PhP26.88	PhP537.60
4	BRUSH, PAINT 3"	20 PCS	PhP52.64	PhP1,052.80
5	CHEMICAL, CHLOROFORM, 200ML/BTL	6 BTLS	PhP179.20	PhP1,075.20
6	ADHESIVE, INSTANT, SUPER GLUE, CLEAR, 20GRMS	17 TUBES	PhP61.60	PhP1,047.20
7	BIT, STEEL, 1/8" (HSS, 6"L)	13 PCS	PhP22.40	PhP291.20
8	BIT, STEEL, 3/16" (HSS, 6"L)	18 PCS	PhP38.08	PhP685.44
9	BRUSH, PAINT, 1/2"	57 PCS	PhP7.84	PhP446.88
10	BRUSH, CAMEL HAIR, #1	3 PCS	PhP29.12	PhP87.36
11	BATTERY, 12V, 8D	3 UNITS	PhP13,759.20	PhP41,277.60
12	SURFACE PROTECTOR, PROTECTANT GLOSS FINISH, 295ML/10 OZ	6 BTLS	PhP112.00	PhP672.00
13	BIT, DRILL, 1/16" (HARDENED METAL, HSS, 6" L)	13 PCS	PhP14.56	PhP189.28
14	GLOVES, MAONG (LARGE)	8 PAIRS	PhP162.40	PhP1,299.20
15	GLUE, WOOD GLUE	2 QRTS	PhP123.20	PhP246.40
16	GLUE, INSTANT ADHESIVE: #495, 20G/BTL	84 BTLS	PhP392.00	PhP32,928.00
17	GLOVES, RUBBER, LARGE	16 PAIRS	PhP67.20	PhP1,075.20
18	CONTACT CEMENT	22 BTLS	PhP51.52	PhP1,133.44
19	CONTACT CLEANER (FOR	15 CANS	PhP616.00	PhP9,240.00

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Purchase Contract – BUILTRADE CONSTRUCTION SUPPLY

Supply and Delivery of Two (2) Lots Various Construction/Hardware Materials and Services for Repair and Maintenance of Corporate Departments and Satellite Operations Group (SOG) 5 under ITB No. PB18-03-039COR

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	ELECTRONIC EQUIPMENT USE) 330ML-425ML/CAN			
20	DEGREASER, 330G-400G/CAN	18 CANS	PhP560.00	PhP10,080.00
21	CLEANER, CREAM, ALL PURPOSE, 250G/CAN	19 CANS	PhP188.16	PhP3,575.04
22	FINISHING NAIL 1"	10 KILOS	PhP62.72	PhP627.20
23	FINISHING NAIL 1-1/2"	26 KILOS	PhP60.48	PhP1,572.48
24	FINISHING NAIL 2"	9 KILOS	PhP58.24	PhP524.16
25	GLOVES, FABRIC (LARGE)	41 PAIRS	PhP22.40	PhP918.40
26	OIL, PENETRATING, 16 OZ/CAN	24 CANS	PhP291.20	PhP6,988.80
27	MASK, DUSK CHECK	6 PCS	PhP44.80	PhP268.80
28	RUG, STUPA (WHITE)	509 KILOS	PhP56.00	PhP28,504.00
29	PLYWOOD, 1/2" X 4' X 8', MARINE	120 PCS	PhP904.80	PhP108,576.00
30	LOCK, PADLOCK, 40 MM, BRASS	18 PCS	PhP207.20	PhP3,729.60
31	GOGGLES, SAFETY, CLEAR	10 PCS	PhP22.40	PhP224.00
32	KNOB, DOOR KNOB, ORDINARY, STAINLESS	6 PCS	PhP216.16	PhP1,296.96
33	MIRROR, 2FT X 3FT WITH ALUMINUM FRAME	1 PC	PhP2,072.00	PhP2,072.00
34	OIL, CLEANING, SPRAY LUBRICANTS, 282ML-300ML/CAN	17 CANS	PhP235.20	PhP3,998.40
35	POLISH, METAL, NET WEIGHT 125- 150ML (150G)/CAN	47 CANS	PhP53.76	PhP2,526.72
36	PLYWOOD 1/2" x 4' x 8'	10 PCS	PhP855.00	PhP8,550.00
37	PLYWOOD 1/4" x 4' x 8'	6 PCS	PhP444.60	PhP2,667.60
38	PLYWOOD 3/4" x 4' x 8'	10 PCS	PhP1,311.00	PhP13,110.00
39	WIRE, GI, #14	20 KILOS	PhP106.40	PhP2,128.00
40	TILES, VINYL, BIEGE, 3MMTHK x 300MM x 300MM	600 PCS	PhP35.84	PhP21,504.00
41	TAPE, DUCT TAPE, 2"	250 PCS	PhP224.00	PhP56,000.00

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 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.
- PAGCOR** shall pay the total amount of **Three Hundred Seventy-Four Thousand Three Hundred Thirty-Six Pesos and 40/100 (PhP374,336.40)**, VAT Exclusive, Zero-rated transaction, based on the following schedule:

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JOSEPH D. YODICO

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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.	Three Hundred Seventy Thousand Five Hundred Ninety-Three Pesos and 04/100 (PhP370,593.04)
1% Retention of the items delivered to be paid after three (3) months 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).	Three Thousand Seven Hundred Forty-Three Pesos and 36/100 (PhP3,743.36)

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 from issuance of the IAR.	Three Hundred Seventy-Four Thousand Three Hundred Thirty-Six Pesos and 40/100 (PhP374,336.40)
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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.

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JOSEPH DI YODICO

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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



JOSEPH DE YODICO



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.	Eighteen Thousand Seven Hundred Sixteen Pesos and 82/100 (PhP18,716.82)
(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 Twelve Thousand Three Hundred Pesos and 92/100 (PhP112,300.92)

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

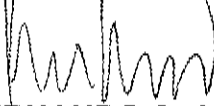
contract awardee or the surety or insurance company and it has no claims for labor and materials filed against the contractor.

IN WITNESS WHEREOF, the parties have signed these presents on this _____ day of _____, 2018 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:



NOEL VINCENT S. PICCIO
Owner/General Manager
TIN: 912-681-120-000

Signed in the presence of:


MARIBEL M. PURZALA
Senior Procurement Officer
MUEL A. MADDAWARA

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 of JUN 25 2018, 2018, 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 ten (10) 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. 376
Page No. 75
Book No. 4
Series of 2018.


JEREMY B. LUGLUG
NOTARY PUBLIC
IN AND FOR THE CITY OF MANILA
6TH FLR, NEW WORLD MANILA BAY HOTEL & CASINO
M.H. DEL PILAR ST. MALATE, MANILA
COMM.NO. 2017 - 121, UNTIL DEC. 31, 2018
ROLL NO. 66158 ABP LIFETIME NO.014976
MCLE COMPLIANCE N/A (Amited 2016)
IFUGAO CHAPTER
PTR. NO.7002425/JAN.05, 2010/MANILA



JOSEPH DE YODIGO



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 21 ~~June~~ 2018, 2018, personally appeared:

NAME	ID ISSUED AT/ON
NOEL VINCENT S. PICCIO	<u>GOVERNMENT ID NO.</u>
	PRC No. <u>0079310</u> Issue Date: <u>MAY 25, 2017</u> Place of Issue: <u>Banlaog, Manila</u> Validity Period: <u>April 09, 2020</u>

known to me and known to be the same person who execute the foregoing instrument consisting of ten (10) 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. 8;
Page No. 3;
Book No. XXXX;
Series of 2018.

ROMEO G. DE LEON
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2018
 ADM MATTER NO. NP-116
 PTR NO. 4124329 / 01-03-18 / Q.C.
 IBP NO. 019757 / 01-03-18 / Q.C.
 ROLL NO. 29157
 MCLE NO. IV-0004862
 Add.: Office of the Local Civil Registrar
 Quezon City Hall Compound, Q.C.