

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 Corporate Annex Office, 1105 U.N. Avenue corner Maria Orosa St., 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 with the Department of Trade and Industry (DTI), with DTI Certificate No. 3195428, with office address at 170-Katipunan Avenue, 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 the "**PARTIES**"

ANTECEDENTS:

WHEREAS, PAGCOR has a requirement for the Supply and Delivery of Two (2) Lots Various Materials for the Repair of Office Furniture and Fixtures under ITB No. PB19-07-072COR;

WHEREAS, PAGCOR conducted a Public Bidding in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations on July 15, 2019 for the procurement of the Project;

WHEREAS, the SUPPLIER has submitted the single calculated responsive bid for Lot 1 and the lowest calculated responsive bid for Lot 2 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:

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 Two (2) lots Various Materials for the Repair of Office Furniture and Fixtures with the following technical specifications:

Lot 1 - Supply and Delivery of Construction/Hardware Materials

Item No.	ITEM DESCRIPTION	QUANTITY / UOM	BRAND NAME
1	BAR, FLAT, B.I., 1/8" X 1" X 20'	1 Piece	Generic
2	BAR, ROUND, S/S, 5/8" X 20'	1 Piece	Generic
3	BIT, ROUTER BIT, FLUSH TRIM, 1/2" X 1/2" LONG	1 Piece	Power Craft
4	BIT, ROUTER BIT, STRAIGHT, 1/2" X 1/2"	1 Piece	Power Craft
5	BOARD, MAT BOARD, 32" X 40", White	170 Pieces	Generic
6	CEMENT, CONTACT CEMENT	16 Gallons	Rugby
7	CLAMP, CONDUIT, 1/2"	90 Pieces	Generic
8	CORKBOARD, 4FT X 8FT	6 Pieces	Generic
9	DRILL BIT, 1/8", DIA.	2 Pieces	Power Craft
10	GLOVES, KNITTED (GLOVES NATURAL MAROON EDGING)	6 Pairs	Generic
11	GLUE, WOOD GLUE (WOOD PARQUET FLOORING GLUE)	21 Gallons	Stikwel
12	LAMINATE, 4' X 8', FLAT FINISH 0.7mm. thick, White, Double Sided	2 Pieces	Generic
13	LOCK, DRAWER LOCK, 7/8"	97 Pieces	Generic
14	LUMBER, KD S4S, 1/2"x 1"x 10'	20 Pieces	Generic
15	LUMBER, KD S4S, 2" X 3" X 8'	3 Pieces	Generic
16	LUMBER, KD S4S, 2" X 8" X 8'	3 Pieces	Generic
17	PLASTIC ACRYLIC, CLEAR, 1/4" X 4' X 8'	2 Pieces	Generic
18	PLYWOOD, ORDINARY, 1/4" X 4' X 8'	7 Pieces	Generic
19	PLYWOOD, ORDINARY, 1/8 X 4 X 8	50 Pieces	Generic
20	PLYWOOD, ORDINARY, 3/4" X 4' X 8'	7 Pieces	Generic
21	SHEET, S/S, GA. 22, 4' X 8', MIRROR FINISH	4 Sheets	Generic
22	CONTROL, VOLUME CONTROL, 500 K BIG, as per sample	1 Piece	Generic
23	SHAFTING, COLD ROLL SHAFTING, 3/4" X 10'	1 Piece	Generic
24	BODYFILLER W/ HARDENER	38 Quarts	Polytuff
25	FILLER, NATURAL SHADE WOOD-DO-PUTTY LACQUER TYPE	1 Quart	Boysen
26	LACQUER FLO, PREMIUM LACQUER	3 Liters	Boysen
27	LACQUER, PRIMER SURFACER GRAY	4 Quarts	Sphero
28	PAINT BRUSH, 2"	10 Pieces	Panclub
29	PAINT BRUSH, 3"	10 Pieces	Panclub
30	PAINT, AUTO LACQUER, BURMA GREEN	1 Gallon	Sphero
31	PAINT, AUTO LACQUER, CARBON BLACK	16 Gallons	Sphero
32	PAINT, AUTO LACQUER, PRIMER SURFACER, WHITE	17 Gallons	Boysen
33	PAINT, CLEAR DEAD FLAT LACQUER	20 Gallons	Boysen
34	PAINT, POLYURETHANE REDUCER	5 Gallons	Hudson
35	PAINT, T/T COLOR, BURNT SIENNA, 1/4L/can	4 Cans	Boysen
36	PAINT, T/T COLOR, BURNT UMBER, 1/4L/can	8 Cans	Boysen
37	PAINT, T/T COLOR, LAMP BLACK, 1/4L/can	1 Can	Boysen
38	PAINT, T/T COLOR, RAW SIENNA, 1/4L/can	1 Can	Boysen
39	SANDPAPER, # 100 YELLOW, (150 FT/ROLL)	256 Feet	Generic
40	SOLUTION, AUTO FLO	5 Quarts	Sphero
41	THINNER, LACQUER THINNER	17 Gallons	Lucky

Lot 2 - Supply and Delivery of Upholstery Materials

Item No.	ITEM DESCRIPTION	QUANTITY / UOM	BRAND NAME
1	Card Board, 26" X 36" X 1/16"	3 Pieces	Generic
2	Catches, Plastic Catches with Screws	18 Pieces	Generic

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3	Foam, 1" X 44" X 80"	28 Sheets	Generic
4	Foam, 1/2" X 44" X 80"	70 Sheets	Generic
5	Foam, 1/4" X 44" X 80"	16 Sheets	Generic
6	Foam, 2" X 44" X 80"	5 Sheets	Generic
7	Leatherette, Ferrari Red, Width: 54-inches, 1.2mm. thick, as per sample	88 Meters	Generic
8	German Leatherette, Black BK 0010, Width: 54-inches, 1.2mm. thick, as per sample	151 Meters	Generic
9	Needle, Surgical Needle, #10	11 Pieces	Generic
10	Thread, Sewing Thread, Brown TKT-30/3000 M	2 Spools	Generic

2. The total contract price shall be in the amount of Three Hundred Seventy-Three Thousand One Hundred Forty-One Pesos and 20/100 (PhP373,141.20), VAT Exclusive, Zero-Rated Transaction, with breakdown as follows:

Lot 1 - Supply and Delivery of Construction/Hardware Materials

Item No.	Quantity	Description	Unit Cost (PhP)	Total Cost (PhP)
			VAT Exclusive, Zero-Rated Transaction	
1	1 Piece	BAR, FLAT, B.I., 1/8" X 1" X 20'	103.05	103.05
2	1 Piece	BAR, ROUND, S/S, 5/8" X 20'	1,854.90	1,854.90
3	1 Piece	BIT, ROUTER BIT, FLUSH TRIM, 1/2" X 1/2" LONG	916.00	916.00
4	1 Piece	BIT, ROUTER BIT, STRAIGHT, 1/2" X 1/2"	286.25	286.25
5	170 Pieces	BOARD, MAT BOARD, 32" X 40", White	114.50	19,465.00
6	16 Gallons	CEMENT, CONTACT CEMENT	847.30	13,556.80
7	90 Pieces	CLAMP, CONDUIT, 1/2"	4.58	412.20
8	6 Pieces	CORKBOARD, 4FT X 8FT	2,496.10	14,976.60
9	2 Pieces	DRILL BIT, 1/8" DIA.	22.90	45.80
10	6 Pairs	GLOVES, KNITTED (GLOVES NATURAL MAROON EDGING)	40.08	240.48
11	21 Gallons	GLUE, WOOD GLUE (WOOD PARQUET FLOORING GLUE)	492.35	10,339.35
12	2 Pieces	LAMINATE, 4' X 8', FLAT FINISH 0.7mm. thick, White, Double Sided	1,374.00	2,748.00
13	97 Pieces	LOCK, DRAWER LOCK, 7/8"	68.70	6,663.90
14	20 Pieces	LUMBER, KD S4S, 1/2"x 1"x 10'	103.05	2,061.00
15	3 Pieces	LUMBER, KD S4S, 2" X 3" X 8'	389.30	1,167.90
16	3 Pieces	LUMBER, KD S4S, 2" X 8" X 8'	1,295.00	3,885.00
17	2 Pieces	PLASTIC ACRYLIC, CLEAR, 1/4" X 4' X 8'	7,442.50	14,885.00
18	7 Pieces	PLYWOOD, ORDINARY, 1/4" X 4' X 8'	492.35	3,446.45
19	50 Pieces	PLYWOOD, ORDINARY, 1/8 X 4 X 8	251.90	12,595.00
20	7 Pieces	PLYWOOD, ORDINARY, 3/4" X 4' X 8'	1,259.50	8,816.50
21	4 Sheets	SHEET, S/S, GA. 22, 4' X 8', MIRROR FINISH	3,320.50	13,282.00
22	1 Piece	CONTROL, VOLUME CONTROL, 500 K BIG, as per sample	572.50	572.50
23	1 Piece	SHAFTING, COLD ROLL SHAFTING, 3/4" X 10'	1,030.50	1,030.50

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24	38 Quarts	BODYFILLER W/HARDENER	183.20	6,961.60
25	1 Quart	FILLER, NATURAL SHADE WOOD-DO-PUTTY LACQUER TYPE	140.84	140.84
26	3 Liters	LACQUER FLO, PREMIUM LACQUER	169.46	508.38
27	4 Quarts	LACQUER, SURFACER GRAY PRIMER	211.83	847.32
28	10 Pieces	PAINT BRUSH, 2"	30.92	309.20
29	10 Pieces	PAINT BRUSH, 3"	62.98	629.80
30	1 Gallon	PAINT, AUTO LACQUER, BURMA GREEN	1,104.93	1,104.93
31	16 Gallons	PAINT, AUTO LACQUER, CARBON BLACK	910.28	14,564.48
32	17 Gallons	PAINT, AUTO LACQUER, PRIMER SURFACER, WHITE	890.81	15,143.77
33	20 Gallons	PAINT, CLEAR DEAD FLAT LACQUER	618.30	12,366.00
34	5 Gallons	PAINT, POLYURETHANE REDUCER	572.50	2,862.50
35	4 Cans	PAINT, T/T COLOR, BURNT SIENNA, 1/4L/can	58.40	233.60
36	8 Cans	PAINT, T/T COLOR, BURNT UMBER, 1/4L/can	60.69	485.52
37	1 Can	PAINT, T/T COLOR, LAMP BLACK, 1/4L/can	58.40	58.40
38	1 Can	PAINT, T/T COLOR, RAW SIENNA, 1/4L/can	58.40	58.40
39	256 Feet	SANDPAPER, # 100 YELLOW, (150 FT/ROLL)	51.53	13,191.68
40	5 Quarts	SOLUTION, AUTO FLO	229.00	1,145.00
41	17 Gallons	THINNER, LACQUER THINNER	230	3,910.00
Total for Lot 1				PhP207,871.60

Lot 2 - Supply and Delivery of Upholstery Materials

Item No.	Quantity	Description	Unit Cost (PhP)	Total Cost (PhP)
1	3 Pieces	Card Board, 26" X 36" X 1/16"	45.80	137.40
2	18 Pieces	Catches, Plastic Catches with Screw	11.45	206.10
3	28 Sheets	Foam, 1" X 44" X 50"	566.78	15,869.84
4	70 Sheets	Foam, 1/2" X 44" X 80"	297.70	20,839.00
5	16 Sheets	Foam, 1/4" X 44" X 80"	143.13	2,290.08
6	5 Sheets	Foam, 2" X 44" X 80"	1,125.54	5,627.70
7	88 Meters	Leatherette, Ferrari Red, Width: 54-inches, 1.2mm. thick, as per sample	572.50	50,380.00
8	151 Meters	German Leatherette, Black BK 0010, Width: 54-inches, 1.2mm. thick, as per sample	458.00	69,158.00
9	11 Pieces	Needle, Surgical Needle, #10	17.18	188.98
10	2 Spools	Thread, Sewing Thread, Brown TKT-30/3000 M	286.25	572.50
Total for Lot 2				PhP165,269.60

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.

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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 items within **thirty (30) calendar days** from the date of receipt of the winning **SUPPLIER** of the Notice to Proceed. The **SUPPLIER** shall supply and deliver the items at PAGCOR Imus Warehouse, 363 Bayan Luma VI, PAGCOR Imus Complex, Cavite.
4. **PAGCOR** shall pay the total amount of Three Hundred Seventy-Three Thousand One Hundred Forty-One Pesos and 20/100 (PhP373,141.20), 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.	Three Hundred Sixty-Nine Thousand Four Hundred Nine Pesos and 79/100 (PhP369,409.79) Lot 1: PhP 205,792.88 Lot 2: PhP 163,616.90
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 Thirty-One Pesos and 85/100 (PhP3,731.41) Lot 1: PhP 2,078.72 Lot 2: PhP 1,652.70

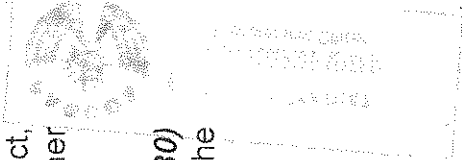
OR

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-Three Thousand One Hundred Forty-One Pesos and 20/100 (PhP373,141.20) Lot 1: PhP207,871.60 Lot 2: PhP165,269.60
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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) calendar days** from the supposed date of delivery, in addition to the forfeiture of the

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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 **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 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.
- 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 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.	Eighteen Thousand Six Hundred Fifty-Seven Pesos and 06/100 (PhP18,657.06) Lot 1: PhP 10,393.58 Lot 2: PhP 8,263.48
(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 Eleven Thousand Nine Hundred Forty-Two Pesos and 67/100 (PhP111,942.67) Lot 1: PhP 62,361.48 Lot 2: PhP 49,580.88


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 28 OCT 2019 day of Quezon City.


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 No. 210-735-638

Represented by:


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

Signed in the presence of:




ROSEMARY U. ESTERAYAN




ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Quezon City) S.S.

BEFORE ME, a Notary Public for and in City of Quezon City, Philippines, this
20 day of April, 2019, personally appeared:

NAME NOEL VINCENT S. PICCIO ID ISSUED AT/ON

NOEL VINCENT S. PICCIO PRC License No. 0078310
Valid Until: April 9, 2020

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. 749
Page No. 150
Book No. XXXVI
Series of 2019.

ATTY. MA CRISTINA TAN
Notary Public
2nd Floor, Robinson Building, Guzman Ave.,
San Gabriel, Quezon City, 1105 Metro Manila.
PRA No. 2025919-01/04/2019
BFP License No. 970232 / Roll No. 36573
Appointment 68
Comm. Expires on Dec. 31, 2019 at G.C.
ABLE Compliance No. V-0025767
Quezon City

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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
Oct 30 2019, 2019, personally appeared:

NAME	ID ISSUED ATION
HERNANDO C. APIGO	PAGCOR ID No. 02-0129

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. 100 ;
Page No. 21 ;
Book No. 111 ;
Series of 2019.


JOAQUIN B. BERMAS
NOTARY PUBLIC
IN AND FOR THE CITY OF MANILA
6TH FLR, NEW WORLD MANILA BAY HOTEL & CASINO
M.H. DEL PILAR ST. MALATE, MANILA
COMMAND, 2016 -- 062 / UNTIL DEC.31, 2019
ROLL NO. 66470 /BP LIFETIME NO.018334 /MANILA III
MCLE COMPLIANCE **V-UNTIL 2022**
MANILA III - CHAPTER
PTR NO. 505658/JAN 11, 2019 /MANILA

