

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 1105 United Nations Ave cor. Ma. Orosa Streets, Ermita, Manila, 1000**, represented in this act by its Assistant Vice-President, Procurement Department, **HERNANDO C. APIGO**, hereinafter referred to as "**PAGCOR**";

-and-

BOSTON BUILDER'S CENTER, a sole proprietorship duly registered under the laws of the Republic of the Philippines, with office address at **123-C 15th Avenue, Cubao, Quezon City**, represented in this act by its Sales Officer, **REY ANGELA VILLAR**, duly authorized for this purpose by a Special Power of Attorney dated September 5, 2019, hereto attached as Annex "A", 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 Procurement of Six (6) Lots Various Electrical Hardware and Construction Materials for the Construction of Slot Machine Storage at **PAGCOR Imus Warehouse** under **ITB No. PB19-08-080COR**;

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 August 9, 2019 for the procurement of the Project;

WHEREAS, the **SUPPLIER** has submitted the lowest calculated responsive bid for Lot 3 (Supply and Delivery of Various Electrical Fixtures and Materials) 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:

Rey Angela Villar

Emil C. Apigo

[Handwritten signature]
REYAN M. BRIONES

TERMS AND CONDITIONS

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

1. The **SUPPLIER** shall undertake the Lot 3 of the Procurement of Six (6) Lots Various Electrical Hardware and Construction Materials for the Construction of Slot Machine Storage at PAGCOR Imus Warehouse under ITB No. PB19-08-080COR with the following technical specifications:

LOT 3: SUPPLY, DELIVERY OF VARIOUS ELECTRICAL FIXTURES AND MATERIALS			
Item No.	Description	Qty/ UOM	Brand Name
1	Adapter uPVC 1/2"	296 pcs	Emerald
2	Adapter uPVC 3/4"	104 pcs	Emerald
3	Box, Octagonal Box, 4"x4"x2" Deep with 1/2" K.O Ga. 18	148 pcs	Un branded
4	Box, Octagonal Box, 4"x4"x2" Deep with 3/4" K.O Ga. 18	52 pcs	Un branded
5	Box, Utility Box 2"x4"x2" Deep 1/2" with K.O Ga. 18	28 pcs	Un branded
6	Cable Tie, 6" Long	130 pcs	Un branded
7	Cable Tie, 8" Long	110 pcs	Un branded
8	Circular loom 3/8"	30 m	Un branded
9	Clamp, PVC Clamp 3/4" With Nail	30 pcs	Un branded
10	Convenience Outlet Flush Type, 2-Gang, 3 Prong Universal with plate & cover	16 sets	Omni
11	Cover, Octagonal Box, 4'x4" Ga. 18	200 pcs	Un branded
12	Circuit Breaker, industrial type, 30A, single phase, mounted on metal enclosure	6 pair	G.E
13	Elbow, uPVC 3"Ø x 45°	92 pcs	Emerald
14	Elbow, uPVC 3"Ø x 90°	18 pcs	Emerald
15	Fluorescent Fixture With 36 Watts LED Tube, 220-240V Daylight, Box Type	114 sets	Firefly
16	Locknut & Bushing 1/2"	296 pairs	Un branded
17	Locknut & Bushing 3/4"	168 pairs	Un branded
18	Pipe, uPVC Pipe 1/2"Ø sch.40	144 lgths	Emerald
19	Pipe, uPVC Pipe 3/4"Ø sch.40	65 lgths	Emerald
20	Plastic Tox 1-1/2"	80 pcs	Un branded
21	Switch Plate 2-Gang With 2 Switch Wide Series, w/ plate & cover	12 pcs	Royu
22	Tape, Electrical Plastic Tape, 0.18MM X 19MM X 16M	45 rolls	Armak

PURCHASE CONTRACT – BOSTON BUILDER'S CENTER Lot 3 (Supply and Delivery of Various Electrical Fixtures and Materials)
Procurement of Six (6) Lots Various Electrical Hardware and Construction Materials for the Construction of Slot Machine Storage at
PAGCOR Imus Warehouse under ITB No. PB19-08-080COR

23	Tape, Electric Rubber Tape, 0.8MM X 19MM X 8M	3 rolls	Armak
24	Wire, Electric stranded Type THHN.3.5 sq.mm/ # 12	8 rolls	Philflex
25	Wire, Electric stranded Type THHN.5.5 sq.mm/ #10	3 rolls	Philflex

2. The total contract price shall be in the amount of One Hundred Twenty-Nine Thousand Three Hundred Seventy Pesos and 50/100 (PhP129,370.50), VAT Exclusive, Zero Rated Transaction, with breakdown as follows:

LOT 3: SUPPLY, DELIVERY OF VARIOUS ELECTRICAL FIXTURES AND MATERIALS

Item No.	Item Description	Quantity	UOM	Unit Cost (PhP), VAT Exclusive, Zero Rated Transaction	Total Cost (PhP), VAT Exclusive, Zero-Rated Transaction
1	Adapter uPVC 1/2"	296	pcs	8.00	2,368.00
2	Adapter uPVC 3/4"	104	pcs	10.00	1,040.00
3	Box, Octagonal Box,4"x4"x2" Deep with 1/2" K.O Ga.18	148	pcs	35.00	5,180.00
4	Box, Octagonal Box,4"x4"x2" Deep with 3/4" K.O Ga.18	52	pcs	35.00	1,820.00
5	Box, Utility Box 2"x4"x2" Deep 1/2" With K.O Ga.18	28	pcs	25.00	700.00
6	Cable Tie,6" Long	130	pcs	0.75	97.50
7	Cable Tie,8" Long	110	pcs	1.50	165.00
8	Circular loom 3/8"	30	m	18.50	555.00
9	Clamp, PVC Clamp 3/4" With Nail	30	pcs	3.75	112.50
10	Convenience Outlet Flush Type,2-Gang,3 Prong Universal with plate & cover	16	sets	146.50	2,344.00
11	Cover, Octagonal Box,4"x4" Ga.18	200	pcs	25.00	5,000.00
12	Circuit Breaker, industrial type, 30A, single phase, mounted on metal enclosure	6	pairs	1,664.75	9,988.50
13	Elbow, uPVC 3"ø x 45°	92	pcs	42.50	3,910.00
14	Elbow, uPVC 3"ø x 90°	18	pcs	52.50	945.00
15	Fluorescent Fixture With 36 Watts LED Tube, 220-240V Daylight, Box Type	114	sets	235.00	26,790.00
16	Locknut & Bushing 1/2"	296	pairs	8.25	2,442.00
17	Locknut & Bushing 3/4"	168	pairs	12.00	2,016.00
18	Pipe, uPVC Pipe 1/2"ø sch.40	144	lgths	69.00	9,936.00
19	Pipe, uPVC Pipe 3/4"øsch.40	65	lgths	110.00	7,150.00
20	Plastic Tox 1-1/2"	80	pcs	2.50	200.00
21	Switch Plate 2-Gang With 2 Switch Wide Series, w/ plate & cover	12	pcs	110.00	1,320.00
22	Tape, Electrical Plastic Tape, 0.18MM X 19MM X 16M	45	rolls	31.50	1,417.50
23	Tape, Electric Rubber Tape, 0.8MM X 19MM X 8M	3	rolls	82.00	246.00

PURCHASE CONTRACT – BOSTON BUILDER'S CENTER Lot 3 (Supply and Delivery of Various Electrical Fixtures and Materials)
Procurement of Six (6) Lots Various Electrical Hardware and Construction Materials for the Construction of Slot Machine Storage at
PAGCOR Imus Warehouse under ITB No. PB19-08-080COR

Reg. Angler Villar

Emil Tano

[Handwritten Signature]

24	Wire, Electric stranded Type THHN.3.5 sq.mm/ # 12	8	rolls	3,465.00	27,720.00
25	Wire, Electric stranded Type THHN.5.5 sq.mm/ #10	3	rolls	5,302.50	15,907.50

Ray Argueta Villar

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 items within thirty (30) calendar days from receipt of the Notice to Proceed.

The **SUPPLIER** shall supply and deliver the items at the **PAGCOR** Imus Warehouse, #363 Gen. Yenco St. Bayan Luma VI, Imus, Cavite City.

4. **PAGCOR** shall pay the total amount of One Hundred Twenty-Nine Thousand Three Hundred Seventy Pesos and 50/100 (PhP129,370.50), 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.	Ninety-Nine Percent (99%) One Hundred Twenty-Eight Thousand Seventy-Six Pesos and 80/100 (PhP128,076.80)
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).	One Percent (1%) One Thousand Two Hundred Ninety-Three Pesos and 70/100 (PhP1,293.70)

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	One Hundred Percent (100%) One Hundred Twenty-Nine Thousand Three Hundred Seventy Pesos and 50/100 (PhP129,370.50)
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Emilio

Renan M. Briones
RENAN M. BRIONES

IAR.

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) 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.

Ray Angla Villar

Renan M. Briones

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:

Ray Arghela Villar

Emilio

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%) Six Thousand Four Hundred Sixty-Eight Pesos and 53/100 (PhP6,468.53)
(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%) Thirty-Eight Thousand Eight Hundred Eleven Pesos and 15/100 (PhP38,811.15)

Rey Angela Villar

Emil Engo

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 _____, 2020 at _____.

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


BOSTON BUILDER'S CENTER
TIN: 104-007-601-000

Represented by:

Represented by:




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



REY ANGELA VILLAR
Sales Officer
TIN:

Signed in the presence of:

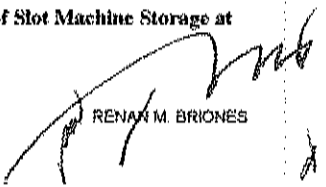


Bryan J. Bgatal



Emil Engo




RENAN M. BRIONES

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 JAN 21 2020, 2020, personally appeared:

NAME	ID ISSUED AT/ON
HERNANDO C. APIGO	PAGCOR ID No. 02-0129 Issuance Date: 2002 Place of Issuance: Manila

known to me and known to be the same person 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 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. 203.
Page No. 92
Book No. 1
Series of 2020.

MMR
EMMANUEL A. PALADO, JR.
NOTARY PUBLIC
FOR AND IN THE CITY OF MANILA
5TH FLR NEW WORLD MANILA BAY HOTEL & CASINO
M.H. DEL PILAR ST. MALATE, MANILA
COMMISSION NO. 2019-1458/UNTIL DEC. 31, 2020
ROLL NO. 71209/HSF MANILA CHAPTER
MCLE COMPLIANCE NO. VI-0016494/UNTIL 4-14-2023
PTR NO. 9087692/VALID 12/31/2020

Roy Arzobla Villar

Emil Onggo

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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 JAN 15 2020, 2020, personally appeared:

Rey Angela Villar

NAME

ID ISSUED AT/ON

REY ANGELA VILLAR

POSTAL ID - PRN E46160512388

Issuance Date: Oct. 16, 2019

Place of Issuance: Quezon City

known to me and known to be the same person 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 is her free and voluntary act and deed and that of the Sole Proprietorship she represents.

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

Doc No. 124;
Page No. 25;
Book No. 11;
Series of 2020.

ATTY. RUBEN MAZARES, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2020
PTR NO. 0268943, Jan. 2, 2020 Quezon City
IBP No. AR54011860-Jan. 2, 2020 QC City
Roll of Attorney's No. 45427
Admin Matter No. 053
MCLE-V-0024610
Tel: 140-594-389-000

Emil Bango

RENAN M. BRIONES

SPECIAL POWER OF ATTORNEY

I, **LOTA R. LEE**, of legal age, widowed, Filipino with business address at 123-C 15th Ave., Cubao, Quezon City, after being duly sworn to in accordance with law hereby depose and state that:

Rey Angela Villar

- 1.) I am the Owner/General Manager of **BOSTON BUILDERS CENTER**, 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 **REY ANGELA VILLAR**, Sales Officer be authorized to deal, Bid and transact business, for and behalf of the **BOSTON BUILDERS CENTER** For the Procurement of Six (6) Lots of Various Electrical, Hardware and Construction Materials for the Construction of Slot Machine Storage at **PAGCOR Imus Warehouse** under ITB No. **PB19-06-080COR** with the **PHILIPPINE AMUSEMENT AND GAMING CORPORATION**, regarding all Procurement Activities.

"Resolved, further that **REY ANGELA VILLAR**, be authorized as she is 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** Transactions.

FURTHER AFFIANT SAYETH NAUGHT.

IN WITNESS WHEREOF, I have hereunto affixed my signature this ____ day of _____ 2019 in Quezon City.

LOTA R. LEE
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2019 at Quezon City, Philippines. Affiant/s is/are personally known to me and was/were 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/s exhibited to me her Office of the Senior Citizen Affairs (OSCA), Quezon City, with her photograph and signature appearing thereon, with no. 02387 and her Community Tax Certificate No.07899512 issued on January 11, 2019 at Quezon City.

Emilio Bango

Doc. No. 90
Page No. IV
Book No. XV
Series of 2019

Rey Angela Villar

