

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 World Manila Bay Hotel, M.H Del Pilar cor. Pedro Gil Sts. Malate, Manila**, represented in this act by its Chairman and Chief Executive Officer, **ANDREA D. DOMINGO**, 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 Avenue Corner Santolan Ave., Blue Ridge A. Quezon City**, represented in this act by its Admin Officer, **ARIAN G. JUGADO**, duly authorized for this purpose by a Special Power of Attorney dated September 16, 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 bids for Lots 1, 2 and 4 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:

TERMS AND CONDITIONS

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

PURCHASE CONTRACT – Builtrade Construction Supply (Lot 1, 2 & 4)
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**

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RENAN M. BRIONES

1. The **SUPPLIER** shall undertake the Lots 1, 2 and 4 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 1: SUPPLY AND DELIVERY OF VARIOUS CONSTRUCTION, HARDWARE AND PAINTING MATERIALS					
Item No.	Description	Qty	UOM	Brand Name	
1	Abrasive Reinforced Cut-Off Wheel 305mm (12"dia.) A30 QBF	35	pc	Tailin	
2	Acetylene (content only)	4	tank	Generic	
3	Anchor Bolt 3/4"Ø x 10" With Nut & 1pc. Washer (L-shaped)	315	pc		
4	Bar, Angle Bar 6mm x 37mm x 37mm x 6.0m/ 1-1/2" x 1-1/2"	145	pc		
5	Bar, Angle Bar 6mm x 50mm 50mm x 6.0m/ 2" x 2"	70	pc		
6	Bar, Angle Bar 6mm x 63mm x 63mm x 6.0m/ 2-1/2" x 2-1/2"	460	pc		
7	Bar, Angle Bar 6mm x 75mm 75mm x 6.0m/ 1/4" x 3" x 3"	575	pc		
8	Blind Rivets 1/8"Øx3/8" (approx.700pcs/box)	7	box		
9	Brush, Steel Brush 7" With Handle	20	pc		
10	Caulking Gun (for tube sealant) Skeleton Frame	4	pc		
11	Cement, Portland Cement, 40kgs.	1900	bag		
12	Cement, PVC Solvent Cement, 400cc	10	can		
13	Cement, PVC Solvent Cement 100cc	24	can		
14	Coco-Lumber 2"x2"x10'	380	pc		
15	Coco-Lumber 2"x3"x10'	150	pc		
16	Coco-Lumber 2"x4"x10'	112	pc		
17	Coco-Lumber, 2" x 2" x 8'	50	pc		
18	Concrete Hollow Block 4"	1650	pc		
19	Construction Pail # 14	74	pc		
20	C-Purlins 0.6mm thk x2"x3"x6.0m	252	pc	Dormer Nicholson Generic	
21	C-Purlins 0.6mm thk x2"x4"x6.0m	775	pc		
22	Deformed Bar 10mmØ x 6.0m	2245	pc		
23	Deformed Bar 12mmØ x 6.0m	598	pc		
24	Deformed Bar 16mmØ x 6.0m	610	pc		
25	Drill Bit, 1/8"Ø, Metal	57	pc		
26	Drill Bit, 3/8"Ø, Masonry, SDS	9	pc		
27	G.I Tie Wire #16	213	kg		
28	Gravel 3/4" dia.	281	cu.m		
29	Grinding Disc 4", for metal	13	pc		
30	Hacksaw Blade 24tpi	25	pc		
31	Hardware Cloth 1/8" (Bistayan)	6	lm		
32	Knitted Gloves Natural With Latex Coated Blue Edging	75	pair		
33	Level Hose, Plastic Clear, 1/2"Ø	15	lm		
34	Mask, Dust Check, Blue Foam	130	pc		
35	Nail, Common Wire Nail 1-1/2"	31	kg		
36	Nail, Common Wire Nail 2-1/2"	46	kg		
37	Nail, Common Wire Nail 3"	55	kg		

PURCHASE CONTRACT - Bulltrade Construction Supply (Lot 1, 2 & 4)

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

38	Nail, Concrete 2"	8	kg	
39	Nail, Concrete Nail, 3"	6	kg	
40	Nylon Rope 1" dia.	24	m	
41	Oxygen, refill 50lbs (content only)	8	tank	
42	Pipe, B.I Pipe Sched.40 3"Ø x 20'	22	pc	
43	Pipe, uPVC Pipe, Series1000 3"Ø x 3.0m	96	lgth	
44	Pipe, uPVC Pipe, Series1000 4"Ø x 3.0m	54	lgth	
45	Plain Round Bar, 10mmØ x 6.0m	136	pc	
46	Plywood, Marine 1/2"x4"x8'	149	pc	
47	PVC Coupling 3"	32	pc	
48	Sand, washed sand	117	cu.m	
49	Silicon Rubber Sealant "Clear" 300g	35	pc	Joinsil
50	Tekscrew 12-24x55mm HWF with Neoprene Washer	27000	pc	Generic
51	Texscrew Adaptor, magnetic socket bit	5	pc	
52	Tubular, square bar, B.I 4"x 4" X 20' G#14	8	pc	
53	Turn Buckle Hook & Eye 1/2" x 8"	14	pc	
54	Turn Buckle Hook & Hook 1/2" x 12"	115	pc	
55	Welding Electrode 1/8" dia. (3.2mmØx350mm) AWS E6013	470	kg	Golden Bridge
56	Welding Gloves Leather, 18"	14	pair	Generic
57	Hardener, Big 120grams	4	tube	
58	Paint Brush 2"	15	pc	Panclub
59	Paint Brush 3"	15	pc	
60	Paint Tray, Plastic	13	pc	Generic
61	Paint, Quick Drying Enamel, Color Green	38	gal	
62	Polyester Body Filler With Hardener 4kgs/gals	4	gal	Polituff
63	Red Oxide Primer	11	tin	Boysen
64	Refill, Roller Foam 4"	11	pc	Generic
65	Refill, Roller Foam 7"	5	pc	
66	Roller, Baby Roller 4" Foam With Handle	29	pc	
67	Roller, Paint Roller Foam With Handle 7"	9	pc	
68	Rust Remover/ Rust Converter	23	gal	Turco
69	Sandpaper #100	100	pc	3M
70	Stupa Rug, white	50	kg	Generic
71	Thinner, Paint Thinner, Supreme	17	gal	Boysen

LOT 2: SUPPLY, FABRICATION AND DELIVERY OF PRE-CUT STEEL PLATE

Item No.	Description	Qty	UOM	Brand Name
1	Supply & Delivery Of Pre-Cut Steel Plate, plain with various sizes & thickness and quantity as follows: Breakdown of quantity & sizes as follows; 1) 78 pcs - 10mm thk x 250mm x 250mm, with 4 pcs holes, holes size: 25mm 2) 1040 pcs - 6mm thk x 150mm 250mm, without holes 3) 240 pcs- 10mm thk, stiffener (pls see attached drawing details) 4) 50 pcs - 10mm thk x 300mm 300mm, without holes (verify drwg & meas.) 5) 624 pcs -6mm thk x 100mm x 200mm , without holes	1	Lot	Generic

PURCHASE CONTRACT – Builtrade Construction Supply (Lot 1, 2 & 4)

Procurement of Six (6) Lots Various Electrical Hardware and Construction Materials for the Construction of Slot Machine Storage at
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LOT 4: SUPPLY AND DELIVERY OF PRE-PAINTED ROOFING AND BENDED ACCESSORIES

Item No.	Description	Qty	UOM	Generic
1	Supply & Delivery Of Long Span Pre-Painted Roofing Including bended accessories, color: green, 0.400mm thk (supplier must verify drawing & measurement) As Follows :	1	Lot	Generic
	a) 184pcs - 1.146m W x 3.05m L (Rib Type)			
	b) 90pcs - 1.146m W x 3.0m L (Rib Type)			
	c) 28pcs - 1.146m W x 1.50m L (Rib Type)			
	d) 17pcs - 1.146m W x 2.25m L (Rib Type)			
	e) 350pcs - 1.22m W x 4.30m L (Corrugated Type)			
	f) 170pcs - 1.22m W x 2.00m L (Corrugated Type)			
	g) 25pcs - 1.22m W x 6.00m L (Corrugated Type)			
	h) 140pcs - 1.080m W x 4.34m L (Corrugated Type)			
	i) 41pcs - 18" x 10' L (Ridge Roll)			
	j) 84pcs - 36" x 10' L (Gutter)			
	k) 75pcs - 24" x 10' L (Flashing)			

2. The total contract price shall be in the total amount of Five Million Six Hundred Ninety-Eight Thousand Four Pesos and 96/100 (PhP5,698,004.96), VAT Exclusive, Zero Rated Transaction, with breakdown as follows:

LOT 1: SUPPLY AND DELIVERY OF VARIOUS CONSTRUCTION, HARDWARE AND PAINTING MATERIALS

Item No.	Item Description	Quantity	UOM	Unit Cost (PhP), VAT Exclusive, Zero Rated Transaction	Total Cost/Bid Price (PhP), VAT Exclusive, Zero-Rated Transaction	Recomputed Total Cost
1	Abrasive Reinforced Cut-Off Wheel 305mm (12"dia.) A30 QBF	35	pc	126.44	4,425.40	4,425.40
2	Acetylene (content only)	4	tank	1,297.10	5,188.40	5,188.40
3	Anchor Bolt 3/4"Ø x 10" With Nut & 1pc. Washer (L-shaped)	315	pc	109.00	34,335.00	34,335.00
4	Bar, Angle Bar 6mm x 37mm x 37mm x 6.0m/ 1-1/2" x 1-1/2"	145	pc	763.00	110,635.00	110,635.00
5	Bar, Angle Bar 6mm x 50mm 50mm x 6.0m/ 2" x 2"	70	pc	1,024.60	71,722.00	71,722.00
6	Bar, Angle Bar 6mm x 63mm x 63mm x 6.0m/ 2-1/2" x 2-1/2"	460	pc	1,438.80	661,848.00	661,848.00
7	Bar, Angle Bar 6mm x 75mm 75mm x 6.0m/ 1/4" x 3" x 3"	575	pc	1,716.76	987,137.00	987,137.00

PURCHASE CONTRACT – Bultrade Construction Supply (Lot 1, 2 & 4)

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

8	Blind Rivets 1/8"Øx3/8" (approx.700pcs/box)	7	box	114.45	801.15	801.15
9	Brush, Steel Brush 7" With Handle	20	pc	38.15	763.00	763.00
10	Caulking Gun (for tube sealant) Skeleton Frame	4	pc	119.90	479.60	479.60
11	Cement, Portland Cement, 40kgs.	1900	bag	261.60	497,040.00	497,040.00
12	Cement, PVC Solvent Cement, 400cc	10	can	168.95	1,689.50	1,689.50
13	Cement, PVC Solvent Cement 100cc	24	can	67.58	1,621.92	1,621.92
14	Coco-Lumber 2"x2"x10'	380	pc	92.65	35,207.00	35,207.00
15	Coco-Lumber 2"x3"x10'	150	pc	136.25	20,437.50	20,437.50
16	Coco-Lumber 2"x4"x10'	112	pc	185.30	20,753.60	20,753.60
17	Coco-Lumber, 2" x 2" x 8'	50	pc	76.30	3,815.00	3,815.00
18	Concrete Hollow Block 4"	1650	pc	13.09	21,598.50	21,598.50
19	Construction Pail # 14	74	pc	152.60	11,292.40	11,292.40
20	C-Purlins 0.6mm thk x2"x3"x6.0m	252	pc	365.15	92,017.80	92,017.80
21	C-Purlins 0.6mm thk x2"x4"x6.0m	775	pc	425.10	329,452.50	329,452.50
22	Deformed Bar 10mmØ x 6.0m	2245	pc	163.45	366,945.25	366,945.25
23	Deformed Bar 12mmØ x 6.0m	598	pc	234.36	140,147.28	140,147.28
24	Deformed Bar 16mmØ x 6.0m	610	pc	412.03	251,338.30	251,338.30
25	Drill Bit, 1/8"Ø, Metal	57	pc	54.50	3,106.50	3,106.50
26	Drill Bit, 3/8"Ø, Masonry, SDS	9	pc	132.98	1,196.82	1,196.82
27	G.I Tie Wire #16	213	kg	76.30	16,251.90	16,251.90
28	Gravel 3/4" dia.	281	cu.m	21.80	6,125.80	6,125.80
29	Grinding Disc 4", for metal	13	pc	23.98	311.74	311.74
30	Hacksaw Blade 24tpi	25	pc	38.16	954.00	954.00
31	Hardware Cloth 1/8" (Bistayan)	6	lm	763.00	4,578.00	4,578.00
32	Knitted Gloves Natural With Latex Coated Blue Edging	75	pair	23.98	1,798.50	1,798.50
33	Level Hose, Plastic Clear, 1/2"Ø	15	lm	1,297.10	19,456.50	19,456.50
34	Mask, Dust Check ,Blue Foam	130	pc	16.35	2,125.50	2,125.50
35	Nail, Common Wire Nail 1- 1/2"	31	kg	51.23	1,588.13	1,588.13
36	Nail, Common Wire Nail 2- 1/2"	46	kg	46.87	2,156.02	2,156.02
37	Nail, Common Wire Nail 3"	55	kg	45.79	2,518.40	2,518.45
38	Nail, Concrete 2"	8	kg	76.30	610.40	610.40
39	Nail, Concrete Nail, 3"	6	kg	76.30	457.80	457.80
40	Nylon Rope 1" dia.	24	m	92.65	2,223.60	2,223.60
41	Oxygen, refill 50lbs (content only)	8	tank	555.90	4,447.20	4,447.20

PURCHASE CONTRACT – Builtrade Construction Supply (Lot 1, 2 & 4)

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. PH19-08-080COR

42	Pipe, B.I Pipe Sched.40 3"Ø x 20'	22	pc	2,174.55	47,840.10	47,840.10
43	Pipe, uPVC Pipe, Series 1000 3"Ø x 3.0m	96	lgth	370.60	35,577.60	35,577.60
44	Pipe, uPVC Pipe, Series 1000 4"Ø x 3.0m	54	lgth	490.50	26,487.00	26,487.00
45	Plain Round Bar, 10mmØ x 6.0m	136	pc	239.80	32,612.80	32,612.80
46	Plywood, Marine 1/2"x4'x8'	149	pc	872.00	129,928.00	129,928.00
47	PVC Coupling 3"	32	pc	20.71	662.72	662.72
48	Sand, washed sand	117	cu.m	1,427.91	167,065.47	167,065.47
49	Silicon Rubber Sealant "Clear" 300g	35	pc	125.35	4,387.25	4,387.25
50	Tekscrew 12-24x55mm HWF with Neoprene Washer	27000	pc	1.91	51,570.00	51,570.00
51	Texscrew Adaptor, magnetic socket bit	5	pc	54.50	272.50	272.50
52	Tubular, square bar, B.I 4"x 4" X 20' G#14	8	pc	2,180.00	17,440.00	17,440.00
53	Turn Buckle Hook & Eye 1/2" x 8"	14	pc	74.12	1,037.68	1,037.68
54	Turn Buckle Hook & Hook 1/2" x 12"	115	pc	74.12	8,523.80	8,523.80
55	Welding Electrode 1/8" dia. (3.2mmØx350mm) AWS E6013	470	kg	65.40	30,738.00	30,738.00
56	Welding Gloves Leather, 18"	14	pair	228.90	3,204.60	3,204.60
57	Hardener, Big 120grams	4	tube	218.00	872.00	872.00
58	Paint Brush 2"	15	pc	27.25	408.75	408.75
59	Paint Brush 3"	15	pc	54.50	817.50	817.50
60	Paint Tray, Plastic	13	pc	19.62	255.06	255.06
61	Paint, Quick Drying Enamel, Color Green	38	gal	512.30	19,467.40	19,467.40
62	Polyester Body Filler With Hardener 4kgs/gals	4	gal	621.30	2,485.20	2,485.20
63	Red Oxide Primer	11	tin	1,531.45	16,845.95	16,845.95
64	Refill, Roller Foam 4"	11	pc	26.16	287.76	287.76
65	Refill, Roller Foam 7"	5	pc	16.35	81.75	81.75
66	Roller, Baby Roller 4" Foam With Handle	29	pc	28.34	821.86	821.86
67	Roller, Paint Roller Foam With Handle 7"	9	pc	27.25	245.25	245.25
68	Rust Remover/ Rust Converter	23	gal	747.74	17,198.02	17,198.02
69	Sandpaper #100	100	pc	14.17	1,417.00	1,417.00
70	Stupa Rug, white	50	kg	65.40	3,270.00	3,270.00
71	Thinner, Paint Thinner, Supreme	17	Gal	350.99	5,966.83	5,966.83
Grand Total Cost for Lot 1					4,368,385.81¹	4,368,385.76²

¹ Grand Total Cost/Bid Price submitted by the Supplier

PURCHASE CONTRACT - Builtrade Construction Supply (Lot 1, 2 & 4)

Procurement of Six (6) Lots Various Electrical Hardware and Construction Materials for the Construction of Slot Machine Storage at
PAGCOR Inus Warehouse under ITE No. PB19-08-080COR

LOT 2: SUPPLY, FABRICATION AND DELIVERY OF PRE-CUT STEEL PLATE					
Item No.	Item Description	Quantity	UOM	Unit Cost (Php), VAT Exclusive, Zero Rated Transaction	Total Cost (Php), VAT Exclusive, Zero-Rated Transaction
1	Supply & Delivery Of Pre-Cut Steel Plate, plain with various sizes & thickness and quantity as follows:				
	1) 10mm thk x 250mm x 250mm, with 4 pcs holes, holes size: 25mm	78	Pcs	802.40	62,587.20
	2) 6mm thk x 150mm 250mm, without holes	1040	pcs	153.40	159,536.00
	3) 10mm thk, stiffener (pls see attached drawing details)	240	pcs	188.80	45,312.00
	4) 10mm thk x 300mm 300mm, without holes (verify drwg & meas.)	50	Pcs	519.20	25,960.00
	5) 6mm thk x 100mm x 200mm , without holes	624	Pcs	88.50	55,224.00
Grand Total Cost for Lot 2					348,619.20
LOT 4: SUPPLY AND DELIVERY OF PRE-PAINTED ROOFING AND BENDED ACCESSORIES					
Item No.	Item Description	Quantity	UOM	Unit Cost (Php), VAT Exclusive, Zero Rated Transaction	Total Cost (Php), VAT Exclusive, Zero-Rated Transaction
1	Supply & Delivery Of Long Span Pre-Painted Roofing Including bended accessories, color: green, 0.400mm thk (supplier must verify drawing & measurement) As Follows :				
	a) 184pcs - 1.146m W x 3.05m L (Rib Type)	1	Lot	981,000.00	981,000.00
	b) 90pcs - 1.146m W x 3.0m L (Rib Type)				
	c) 28pcs - 1.146m W x 1.50m L (Rib Type)				
	d) 17pcs - 1.146m W x 2.25m L (Rib Type)				
	e) 350pcs - 1.22m W x 4.30m L (Corrugated Type)				
	f) 170pcs - 1.22m W x 2.00m L (Corrugated Type)				
	g) 25pcs - 1.22m W x 6.00m L (Corrugated Type)				
	h) 140pcs - 1.080m W x 4.34m L (Corrugated Type)				
	i) 41pcs - 18" x 10' L (Ridge Roll)				
	j) 84pcs - 36" x 10' L (Gutter)				
	k) 75pcs - 24" x 10' L (Flashing)				

² Re-computed amount based on the details provided in the Bid Form. Discrepancies were noted on the offered Bid Price vis-à-vis the re-computed amount. However, the contract was awarded at the submitted bid price pursuant to Section 34.4 of the IRR of RA 9184.

PURCHASE CONTRACT – Builtrade Construction Supply (Lot 1, 2 & 4)

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. PB19-08-050COR

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 fabrication/delivery of said items based on the following schedule:

Lot No.	Description	Qty	Total	Delivery Schedule
1	Supply and Delivery of Various Construction, Hardware and Painting Materials	1 Lot	1 Lot	Within Thirty (30) calendar days from the date of receipt by the Supplier of the Notice to Proceed
2	Supply, Fabrication and Delivery of Pre-Cut Steel Plate	1 Lot	1 Lot	Within Forty-Five (45) calendar days from the date of receipt by the Supplier of the Notice to Proceed
4	Supply and Delivery of Pre-Painted Roofing and Bended Accessories	1 Lot	1 Lot	Within Forty-Five (45) calendar days from the date of receipt by the Supplier 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 Five Million Six Hundred Ninety-Eight Thousand Four Pesos and 96/100 (PhP5,698,004.96), 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.	Five Million Six Hundred Forty-One Thousand Twenty-Four Pesos and 91/100 (PhP5,641,024.91)								
<table border="1"> <thead> <tr> <th>LOT</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">PhP4,324,701.91</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">PhP345,133.00</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">PhP971,190.00</td> </tr> </tbody> </table>		LOT	AMOUNT	1	PhP4,324,701.91	2	PhP345,133.00	4	PhP971,190.00
LOT	AMOUNT								
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PURCHASE CONTRACT – Bultrade Construction Supply (Lot 1, 2 & 4)

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

RENAN M. BRIONES

<p>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).</p>	<p>Fifty-Six Thousand Nine Hundred Eighty Pesos and 05/100 (PhP56,980.05)</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 20%;">LOT</th> <th style="width: 80%;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: right;">PhP43,683.85</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: right;">PhP3,486.20</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: right;">PhP9,810.00</td> </tr> </tbody> </table>	LOT	AMOUNT	1	PhP43,683.85	2	PhP3,486.20	4	PhP9,810.00
LOT	AMOUNT								
1	PhP43,683.85								
2	PhP3,486.20								
4	PhP9,810.00								

OR

<p>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.</p>	<p>Five Million Six Hundred Ninety-Eight Thousand Four Pesos and 96/100 (PhP5,698,004.96)</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 20%;">LOT</th> <th style="width: 80%;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: right;">PhP4,368,385.76</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: right;">PhP348,619.20</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: right;">PhP981,000.00</td> </tr> </tbody> </table>	LOT	AMOUNT	1	PhP4,368,385.76	2	PhP348,619.20	4	PhP981,000.00
LOT	AMOUNT								
1	PhP4,368,385.76								
2	PhP348,619.20								
4	PhP981,000.00								

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.

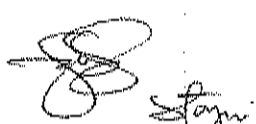
6. In the event that the **SUPPLIER** fails to comply with its undertakings under this Contract, **PAGCOR** shall be released from its obligations without prejudice to its rights of restitution, recovery and damages.

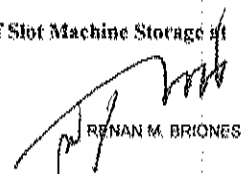
7. In the event that the facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, the parties hereto agree immediately to re-negotiate its terms and conditions, or at the option of **PAGCOR** terminate the same.

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.

PURCHASE CONTRACT – Bultrade Construction Supply (Lot 1, 2 & 4)

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






 RENAN M. BRIONES

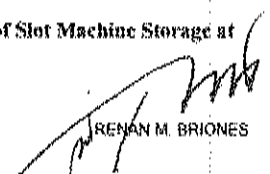
9. The rights or obligations under this Contract are of a personal nature and compliance thereof may not be assigned or subcontracted to another without the written consent of the other party. This Contract or any interest in it may not be assigned without the prior written consent of the other party.
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.	<p style="text-align: center;">Five Percent (5%)</p> <p>Two Hundred Eighty-Four Thousand Nine Hundred Pesos and 25/100 (PhP284,900.25)</p>								
(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.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">LOT</th> <th style="width: 85%;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: right;">PhP218,419.29</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: right;">PhP17,430.96</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: right;">PhP49,050.00</td> </tr> </tbody> </table>	LOT	AMOUNT	1	PhP218,419.29	2	PhP17,430.96	4	PhP49,050.00
LOT	AMOUNT								
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2	PhP17,430.96								
4	PhP49,050.00								
(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.	<p>One Million Seven Hundred Nine Thousand Four Hundred One Pesos and 49/100 (PhP1,709,401.49)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">LOT</th> <th style="width: 85%;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: right;">PhP1,310,515.73</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: right;">PhP104,585.76</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: right;">PhP294,300.00</td> </tr> </tbody> </table>	LOT	AMOUNT	1	PhP1,310,515.73	2	PhP104,585.76	4	PhP294,300.00
LOT	AMOUNT								
1	PhP1,310,515.73								
2	PhP104,585.76								
4	PhP294,300.00								

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





RENAN M. BRIONES

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

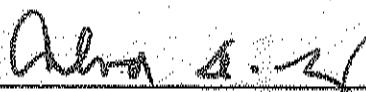
IN WITNESS WHEREOF, the parties have signed these presents on this _____ day of _____, 2020 at _____.

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

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

Represented by:

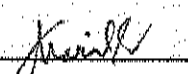
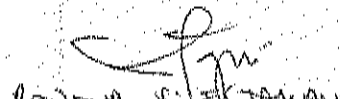

Represented by:



ANDREA D. DOMINGO
Chairman and Chief Executive Officer
TIN: 118-684-814

ARIAN G. JUGADO
Admin Officer
TIN: 320-857-1418-000

Signed in the presence of:


RODEL M. PINZALAN
Senior Procurement Officer
ROWENA C. ESTAYANI

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 27 2020, 2020, personally appeared:

NAME

ID ISSUED AT/ON


ANDREA D. DOMINGO


PASSPORT NO. P7681573A
DATE OF ISSUANCE: JUNE 26, 2018
VALID UNTIL: JUNE 25, 2028
PLACE OF ISSUANCE: DFA-MANILA

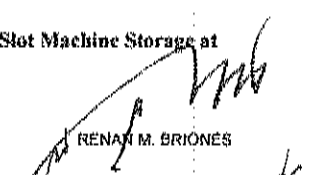
known to me and known to be the same person who executed the foregoing instrument consisting of fourteen (14) pages, including the page whereon the acknowledgment is written and acknowledged before me that the same is her free and voluntary act and deed and that of the Corporation she represents.

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

Doc No. 287
Page No. 59
Book No. 2
Series of 2020.


EMMANUEL A. PALADO, JR.
NOTARY PUBLIC
FOR AND IN THE CITY OF MANILA
OFFICE: NEW WORLD MANILA BAY HOTEL & CASINO
M.H. DEL PILAR ST. MALATE, MANILA
COMM. NO. 2019-145/UNTIL DEC. 31, 2020
RO.F. NO. 71209/09/ MANILA CHAPTER
MCLE COMPLIABLE NO. VI-0016494/UNTIL 4-14-2022
PFR NO.9887692/VALID 12/31/2020


Stamm


RENAN M. BRIONES

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 15 JAN 2020, 2020, personally appeared:

NAME

ARIAN G. JUGADO

ID ISSUED AT/ON

PASAPORT NO: EC2059442

DATE OF ISSUANCE: JAN. 20, 2020

VALID UNTIL: JAN. 19, 2025

PLACE OF ISSUANCE: DFR-WEH EAST

known to me and known to be the same person who executed the foregoing instrument consisting of fourteen (14) 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. 8 ;
Page No. 2 ;
Book No. XXX ;
Series of 2020.

ATTY. MRS. CRISTINA SAN
Notary Public
2nd Floor, 1000 Bldg., Divisoria Ave.,
Central Post Office, Quezon City
PTO No. 1000-1000-00000000
IBP Lifetime No. 000000 / Roll No. 88873
Appointed 98
Comm. Expires on Dec. 31, 2020 at Q.C.
MCLE Compliance No. VI-0028765
Quezon City

[Handwritten signatures and initials at the bottom of the page]

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 ROWENA S. ESTAYANI - Sales Officer and/or ARIAN G. JUGADO - Admin, 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 ROWENA S. ESTAYANI and/or ARIAN G. JUGADO, 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.

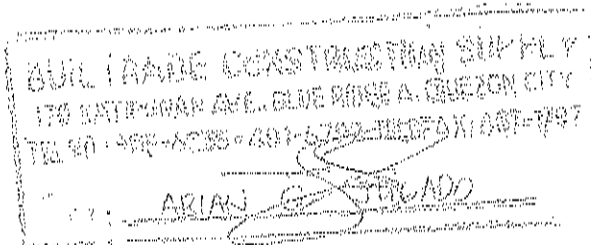
IN WITNESS WHEREOF, I have hereunto affixed my signature this 26 SEP 2019 day of September, 2019 in Quezon City.

NOEL VINCENT S. PICCIO
General Manager
Affiant

SUBSCRIBED AND SWORN to before me this 26 SEP 2019 day of September, 2019 at Quezon City

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. 02-8-13-5C). Affiant exhibited to me his Professional Regulation Commission, with his photograph and signature appearing thereon, with no. 0078310 issued on May 23, 2017 at Sampaloc, Manila.

Witness my hand and seal this 26 SEP 2019 day of September, 2019.



NAME OF NOTARY PUBLIC
Serial No. of Commission
Notary Public for until
Roll of Attorney's No.
PTR No.
IBP No.

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Handwritten signatures and initials at the bottom right of the page.