

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 Coast Hotel Manila, M.H Del Pilar cor. Pedro Gil Sts. Malate, Manila, represented in this act by its Chairman and Chief Executive Officer, **ALEJANDRO H. TENGCO**, hereinafter referred to as “**PAGCOR**”;

-and-

SPH INTERNATIONAL CORP. a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 1102 Quiricada Ext. Tondo Manila, represented in this act by its Account Executive, **JESSELYN S. CABUNSURA**, duly authorized for this purpose by a Secretary’s Certificate dated August 11, 2022, 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 **Supply and Delivery of Packaging Collaterals under ITB No. RO23-05-001COR**;

WHEREAS, PAGCOR conducted a Repeat Order in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its Revised Implementing Rules and Regulations on May 31, 2023 for the procurement of the Project;

WHEREAS, the SUPPLIER has submitted the single calculated responsive quotation for the Project;

WHEREAS, PAGCOR has accepted the quotation 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:

- The **SUPPLIER** shall undertake the **Supply and Delivery of Packaging Collaterals** under **ITB No. RO23-05-001COR** with the following technical specifications:

SUPPLY AND DELIVERY OF PACKAGING PRODUCTS			
Item No.	Item Description	Quantity	UOM
1	SANDO BAGS - SMALL <ul style="list-style-type: none"> • Color: White • Folding: Two (2) Folds on both sides • Size: At least 18" x 21" • Full-color printing • Artwork: To be provided by CRSD • Thickness: At least 0.0015 inches 	25,000	Bags
2	SANDO BAGS – BIG <ul style="list-style-type: none"> • Color: White • Folding: Two (2) Folds on both sides • Size: At least 25" x 29" • Full-color printing • Artwork: To be provided by CRSD • Thickness: At least 0.0015 inches 	12,500	Bags
3	EMPTY RICE SACKS <ul style="list-style-type: none"> • Color: White • Weight: 75 grams • Capacity: 50kg • Kind: Tubular type • Material Woven Polypropolene • Size: At least 550 x 970 mm • Full-color printing • Artwork: To be provided by CRSD 	5,000	Sacks

OTHER REQUIREMENTS
Period of Correction of Defective item/s: The period of correction of defective items is within seven (7) calendar days from receipt of notice
Details of Inspection and Tests: Inspection and Tests will be conducted by the end-user during or after delivery of the items, whichever is applicable.
Defective Items: Supplier is required to bring a contingency should there be a need to replace defective delivered items, detailed as follows: <ul style="list-style-type: none"> • 1 – 500 pcs = 3% • 501 – 1,1000 pcs = 2% • 1,001 up = 1%

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 ERIC I. BALCOS

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2. The total contract price shall be in the amount of **Two Hundred Sixty-Two Thousand Two Hundred Pesos (PhP262,200.00)**, VAT Exclusive, Zero-Rated Transaction, with breakdown as follows:

Item No.	Description	Quantity	UOM	Unit Cost (PhP)	Total Cost (PhP)
1	Sando Bags - Small	25,000	Bags	4.38	109,500.00
2	Sando Bags - Big	12,500	Bags	7.40	92,500.00
3	Empty Rice Sacks	5,000	Sacks	12.04	60,200.00
Sub-total		Two Hundred Sixty-Two Thousand Two Hundred Pesos (PhP262,200.00)			

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.

3. The **SUPPLIER** shall complete the supply and delivery of said items within **seven (7) calendar days** from the date of receipt by the **SUPPLIER** of the Notice to Proceed at **PAGCOR Imus Warehouse, No. 363 Bayan Luma VI, Imus, Cavite**.
4. **PAGCOR** shall pay the total amount of **Two Hundred Sixty-Two Thousand Two Hundred Pesos (PhP262,200.00)**, 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.	Two Hundred Fifty-Nine Thousand Five Hundred Seventy-Eight Pesos (PhP259,578.00)
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).	Two Thousand Six Hundred Twenty-Two (PhP2,622.00)

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>Two Hundred Sixty-Two Thousand Two Hundred Pesos (PhP262,200.00)</p>
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- The **SUPPLIER** shall complete the supply and delivery of the required goods/items within the time agreed by both parties.

Should the **SUPPLIER** incurs delay or fails to satisfactorily deliver any or all of the goods/items required under the **CONTRACT** within the specified schedule, inclusive of any time extension duly granted, the **SUPPLIER** shall be liable for liquidated damages equivalent to one-tenth (1/10) of one percent (1%) of the cost of the delayed or undelivered or unsatisfactorily delivered goods/items for each day of delay, including Sundays and Holidays, until such goods/items are finally delivered and accepted by **PAGCOR**.

Such liquidated damages shall be paid by the **SUPPLIER** or deducted from any money due or which may become due to the **SUPPLIER**, or collected from any applicable securities or warranties posted by the **SUPPLIER**.

In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, **PAGCOR** may rescind or automatically terminate the Contract and impose appropriate sanctions over and above the liquidated damages to be paid.

- 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.
- 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** to terminate the same.
- 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.
- 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.
- 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.



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 ERIC I. BALCOS

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:
- The goods and specifications shall be described in no. 1 of this Contract.
 - 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.
 - 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.
 - The defective goods/items shall be replaced within seven (7) calendar days from receipt of notice. Should the **SUPPLIER** fail to replace the same within the agreed period, the **SUPPLIER** shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the defective goods/items for everyday of delay including Sundays and Holidays, until such goods/items are finally delivered and accepted by **PAGCOR**.

Such amount shall be deducted from any money due, or by which may become due to the **SUPPLIER** or collected from any securities or warranties posted by the **SUPPLIER**.

In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, **PAGCOR** may rescind or automatically terminate the Contract and impose appropriate sanctions over and above the liquidated damages to be paid, without prejudice to other courses of action and remedies open to it

- 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 supply, 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.

IN WITNESS WHEREOF, the parties have signed these presents on this _____ day of JUL 10 2023, 2023 at CITY OF MANILA.

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

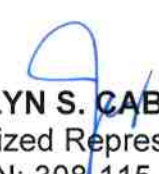
SPH INTERNATIONAL CORP.
TIN: 232-778-310-000

Represented by:



ALEJANDRO H. TENGCO
Chairman and Chief Executive Officer
TIN: 114-275-668-000

Represented by:



JESSELYN S. CABUNSURA
Authorized Representative
TIN: 308-115-543

Signed in the presence of:


ROWENA B. DIZON
Senior Procurement Officer


JESSICA BLANCO




ERIC I. BALCOS

ACKNOWLEDGMENT

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 07 AUG 2023, 2023, personally appeared:

NAME

ALEJANDRO H. TENGCO

GOVERNMENT ID NO.

PASSPORT NO. : P0803246C
DATE ISSUED : JULY 5, 2022
VALID UNTIL : JULY 4, 2032
ISSUED : DFA Manila

known to me and known to be the same person who executed the foregoing instrument consisting of eight (8) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Doc No. 44 ;
Page No. 10 ;
Book No. IX ;
Series of 2023.

Ata
ATTY. ANGEL CARLO T. TALATA
NOTARY PUBLIC
FOR AND IN THE CITY OF MANILA
6TH FLR, NEW COAST HOTEL MANILA & CASINO
1588 M.H. DEL PILAR ST. MALATE, MANILA
COMM. No. 2023-099/ Valid Until 12-31-2024
ROLL No. 68396/ MANILA CHAPTER IV
ATLE Compliance No. VL-0008301/ Valid Until 4-14-2025
PTR No. 0973647/ Valid Until 12-31-2023

Eric I. Balcos
ERIC I. BALCOS

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 JUL 10 2023, 2023, personally appeared:

NAME

JESSELYN S. CABUNSURA

GOVERNMENT ID NO.

Unified Multi-Purpose ID CRN-0111-7218817-6

known to me and known to be the same person who executed the foregoing instrument consisting of eight (8) pages, including the page whereon the acknowledgments 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. 274 ;
Page No. 4 ;
Book No. XVI ;
Series of 2023.

ATTY. CLIFF RICHARD E. GENESELA
Notary Public for City of Manila
Notarial Commission No. 2023-103 issued on 2/17/23 Until Dec. 31, 2024 Manila
IBP No. 1562 issued on Oct. 25, 2021 Until Dec. 31, 2023 Pasig City / Roll No. 4900A
PTR No. 0820550 issued on Jan. 10, 2023 Until Dec. 31, 2023 Manila
MCLE No. 111-0112596 issued on July 15, 2022 Until April 14, 2025
Office Add: Mezzanine San Luis Bldg 1006 Orosa St., Ermita, Manila

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ERIC I. BALCOS



No. 1102 Quiricada Ext., Tondo,
 Manila, Philippines 1012
 Tel No.: (02) 251-1548; (02) 254-0841
 Fax No.: (02) 253-4350
 E-mail: sphinternational1@gmail.com

**SECRETARY'S CERTIFICATE
 AUTHORITY OF SIGNATORY**

I, **ANNE NATHALIE L. CHAN**, a duly elected qualified Corporate Secretary of **SPH INTERNATIONAL CORP.**, (as brevity SPHIC) corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, DO HEREBY CERTIFY, that:

- I am familiar with the facts herein certified and duly authorized to certify the same.
- In a regular/special meeting of the Board of Directors of the said Corporation held on **August 11, 2022 at 10:00 AM**, the following resolution was approved, and the same have not been annulled revoked and amended in any way whatever and are in full force and effect on the date thereof.

"RESOLVED, that SPH International Corp. be, as it hereby is authorized to participate in all biddings by the Philippine Amusement and Gaming Corporation (PAGCOR) for the SUPPLY AND DELIVERY OF PACKAGING COLLATERALS UNDER ITB NO. CB22-05-047CORa-07 for Lot No. 1 - Supply and Delivery of Packaging Products by the Philippine Amusement and Gaming Corporation (PAGCOR); and that if awarded a project, shall enter into contracts with the Philippine Amusement and Gaming Corporation (PAGCOR); and in connection therewith hereby appoint the following;

	Name of Duly Authorized Representative	Position	SPECIMEN	
1	Ms. Jesselyn S. Cabunsura	Account Executive		
2	Ms. Jenneth M. Tocayon	Account Executive		
3	Ms. Jossia Blanco	Project Coordinator		
4	Ms. Michelle B. Pantua	Project Coordinator		

Are hereby designated, and are hereby authorized to represent **SPH INTERNATIONAL CORP.** to participate in public bidding for the **SUPPLY AND DELIVERY OF PACKAGING COLLATERALS UNDER ITB NO. CB22-05-047CORa-07 for Lot No. 1 - Supply and Delivery of Packaging Products** to submit a bid, make, sign, execute, deliver and receive contracts, agreements, and any and all documents and other writings of whatever nature or kind, transact with **Philippine Amusement and Gaming Corporation (PAGCOR)**, and execute and perform any and all acts necessary for the purpose"

- I hereby certify to the correctness of the foregoing resolution and that the same is existing and has not been suspended, amended, modified or revoked.

IN WITNESS WHEREOF, I have hereunto set my hand this AUG 11 2022 day of 2022 in the City of Manila, Philippines.

Anne Nathalie L. Chan
 Corporate Secretary

SUBSCRIBED AND SWORN to before me this AUG 11 2022 day of 2022 at Manila, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M No. 02-8-13-SC). Affiant exhibited to me her **Unified Multi-Purpose ID (UMID)**, with her photograph and signature appearing thereon, with no. **CRN - 0111 - 7218817 - 6**.

Witness my hand and seal this AUG 11 2022 day of 2022

PERFECTO C. NOLASCO
 Com. No. 2010-047 Notary Public - Manila
 NAME OF NOTARY PUBLIC - 0111 2022 - Manila
 Serial No. of Commission December 31, 2022 as per
 Notary Public for IBP, until 2023 July 5, 2022
 Roll of Attorneys No. MD2023 Reg. 2001 - Pasig City
 PTR No. IBP [date issued] [place issued] Bldg
 IBP No. 216 Quid [date issued] [place issued] Manila
 JBP ROLL NO. 18343 - Tel. 8522/13/25
 MCLB COMP. No. VI-0023548 - 3/18/2019



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 Series of 22



REPUBLIC OF THE PHILIPPINES
Unified Multi-Purpose ID

CRN - 0033-7660371-6

SURNAME: CHAN
GIVEN NAME: ANNE NATHALIE
MIDDLE NAME: LYN
SEX: FEMALE
DATE OF BIRTH: 1982/02/01
ADDRESS: 1260 SANCHEZ EXT ST BRGY 259 TONDO MANILA CITY NCR PHL 1013



REPUBLIC OF THE PHILIPPINES
Unified Multi-Purpose ID


CRN - 0311-7216637-6

SURNAME: CABUSURA
GIVEN NAME: JESSELYN
MIDDLE NAME: SILVA
DATE OF BIRTH: 1990/12/25
ADDRESS: 273 BO. PACITA BRGY. 45 ZONE 9 DISTRICT II CALOOCAN CITY NCR PHL 1400



REPUBLIC OF THE PHILIPPINES
PhilHealth

03-026794210-6
TACAYON, JONNE DI MATHELO
ADDRESS: 219 G. 27A WFA ST ENGLAND ST BARANGAY FOURTH DIST.



FORMAL ECONOMY

REPUBLIC OF THE PHILIPPINES
PhilHealth

13-251233224-6
PANTUA, MICHELLE RAYGCA
ADDRESS: 219 G. 27A WFA ST ENGLAND ST BARANGAY FOURTH DIST.



INFORMAL ECONOMY

REPUBLIC OF THE PHILIPPINES
Unified Multi-Purpose ID

CRN - 0311-9774927-3

SURNAME: BLANCO
GIVEN NAME: JOSSIA
MIDDLE NAME:
DATE OF BIRTH: 1997/06/08
ADDRESS: DR. J GABRIEL ST. BACLARAN PARANAQUE CITY NCR PHL 1900



Jh

Rhy

Certified True Copy
SPHC

CERTIFIED TRUE COPY OF THE ORIGINAL
AUTHORIZED SIGNATORY

TAINGATANGANG ANG
2008-2010
COR 0349