

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, 1588 M.H. Del Pilar corner Pedro Gil Streets., Malate, Manila, represented in this act by its Chairman and Chief Executive Officer, **ALEJANDRO H. TENGCO**, hereinafter referred to as "**PAGCOR**";

-and-

ALLCARD INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at Lot 3 Blk 17 E. Rodriguez Jr., Avenue corner Titan Street, Acropolis Subd., Brgy. Bagumbayan, Quezon City, represented in this act by its Sales Associate, **ANGELITO JOHN CARL D. VILLANUEVA**, duly authorized for this purpose by a Secretary's Certificate dated notarized on April 27, 2022, hereto attached as Annex "A", hereinafter referred to as the "**SUPPLIER**".

Each referred to as a "**PARTY**" and collectively as the "**PARTIES**".

RECITALS/ANTECEDENTS:

WHEREAS, PAGCOR has a requirement for the Supply and Delivery of Consumable Items for the Existing Card Printer of PAGCOR under ITB No. CB22-01-021CORa, which was approved by the previous PAGCOR Board of Directors and included in the 2022 Annual Procurement Plan (APP).

WHEREAS, PAGCOR conducted a competitive bidding in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations on April 13, 2022 for the procurement of the Project.

WHEREAS, the SUPPLIER has submitted the single calculated responsive bid for the Project.

WHEREAS, PAGCOR has accepted the bid of the **SUPPLIER**.

WHEREAS, the Vice President of the Human Resources and Development Group (HRDG), duly delegated on February 2, 2022, approved the award of the contract to the **SUPPLIER**.

WHEREAS, the contract for the Project was finalized during the incumbency of the new PAGCOR Board of Directors (BOD), hence, the same shall be signed by the new Chairman and CEO.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereunder specified, **PAGCOR** and the **SUPPLIER** hereby enter into this Purchase Contract under the following terms, conditions and specifications:

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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 Consumable Items for the Existing Card Printer of PAGCOR with the following technical specifications:

| Item No. | ITEM DESCRIPTION | QUANTITY | BRAND NAME |
|--|--|-----------|------------|
| 1 | Datacard Printer Ribbons YMCKT full color Part No. 535700-001-R083 250 prints | 500 rolls | Datacard |
| 2 | Datacard Isopropanol Cleaning Swab Kit Part No. 507377-001 5 pieces/pack | 100 packs | Datacard |
| Additional Terms and Conditions: | | | |
| Expiration Period of Items: One (1) year upon delivery. | | | |

2. The total contract price shall be in the amount of **Two Million Six Hundred Thousand Pesos (PhP2,600,000.00)**, VAT Exclusive, Zero-Rated Transaction, with breakdown as follows:

| Item No. | Quantity | Description | Unit Cost | Total Cost |
|----------|-----------|--|-------------|-----------------|
| 1 | 500 rolls | Datacard Printer Ribbons YMCKT full color Part No. 535700-001-R083 250 prints | PhP4,820.00 | PhP2,410,000.00 |
| 2 | 100 packs | Datacard Isopropanol Cleaning Swab Kit Part No. 507377-001 5 pieces/pack | PhP1,900.00 | PhP190,000.00 |

PAGCOR and the **SUPPLIER** agree that the contract price already includes all applicable taxes, fees and charges required by the government. The **SUPPLIER** holds **PAGCOR** free from liability for any or all taxes arising out of this transaction.

The prices herein agreed shall be considered as fixed prices, and therefore not subject to price adjustment and escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board (GPPB) pursuant to Section 61 of Republic Act (R.A.) No. 9184 and its revised Implementing Rules and Regulations (IRR) and the Revised Guidelines for Contract Price Escalation.

3. The **SUPPLIER** shall complete the supply and delivery of said item/s within ninety (90) calendar days from the date of receipt by the winning **SUPPLIER** of the Notice to Proceed. The **SUPPLIER** shall deliver at the Corporate Stock Section (CSS) – Logistics Management Department (LMD), PAGCOR Corporate Office, iMET BPO Tower Ground Floor, CBP-1A, Metropolitan Park, Roxas Blvd., Pasay City 1300.
4. PAGCOR shall pay the total amount of **Two Million Six Hundred Thousand Pesos (PhP2,600,000.00)**, 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 Million Five Hundred Seventy-Four Thousand Pesos (PhP2,574,000.00) |
| 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). | Twenty-Six Thousand Pesos (PhP26,000.00) |

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) month from issuance of the IAR. | Two Million Six Hundred Thousand Pesos (PhP2,600,000.00) |
|--|--|

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, the **SUPPLIER** shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed 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 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 the contract and impose appropriate sanctions over above the liquidated damages to be paid.

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.
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 thirty (30) calendar days upon receipt of the 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 delayed 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 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 terminate the contract and impose appropriate

sanctions over and above the liquidated damages to be paid by the **SUPPLIER**, 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 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 Security | Amount of the Performance Security (Percentage of Total Contract Price) |
|--|---|
| Cash or cashier's/manager's check, bank draft/guarantee issued by a Universal or Commercial Bank | Five Percent (5%) |
| Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, provided that if issued by a foreign Bank it shall be confirmed by a Universal or Commercial Bank | One Hundred Thirty Thousand Pesos (PhP130,000.00) |
| 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 for the contract awarded. | Thirty Percent (30%) Seven Hundred Eighty Thousand Pesos (PhP780,000.00) |

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 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 _____, 2022 at _____.

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

ALLCARD INC.
TIN: 230-342-140-000


Represented by:

Represented by:



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


ANGELITO JOHN CARL D. VILLANUEVA
Sales Associate
TIN: 454-820-347-000

Signed in the presence of:



MARY ANN J. CHAVEZ



ERWIN G. ACADEMIA

A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES)
CITY OF CITY OF MANILA)S.S

BEFORE ME, a Notary Public for and in the City of CITY OF MANILA, on this _____ day of 27 DEC 2022, 2022, personally appeared:

| NAME | IDENTIFICATION DOCUMENT PRESENTED |
|---------------------|---|
| ALEJANDRO H. TENGCO | Land Transportation Office – Driver’s License No. C07-80-010075 Valid Until: September 10, 2023 |

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

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

Doc. No. : 333
Page No. : 68
Book No. : VII
Series of 2022


ANGELO CARLO T. TALATALA
NOTARY PUBLIC
IN AND FOR THE CITY OF MANILA
6th FLR, NEW WORLD MANILA BAY HOTEL & CASINO
M.H. DEL PILAR ST. MALATE, MANILA
COMM. NO. 2020-112/UNTIL DEC. 31, 2021
ROLL NO. 68386.IBP MANILA CHAPTER IV
[MCLE COMPLIANCE NO. VI-0016269/UNTIL 4-14-2022]
S.M. No. 3795 - Extended Until 12/31/2022
PTR NO 0162239/JAN 10, 2022/MANILA



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF CITY OF MANILA)S.S

BEFORE ME, a Notary Public for and in the City of CITY OF MANILA, on this NOV 03 2022 day of _____, 2022, personally appeared:

| NAME | IDENTIFICATION DOCUMENT PRESENTED |
|----------------------------------|--|
| ANGELITO JOHN CARL D. VILLANUEVA | Unified Multi-Purpose ID CRN – 0111-7477496-0 |

known to me and known to be the same person who executed the foregoing instrument consisting of eight (8) pages, including the page where 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. : 321
Page No. : 76
Book No. : 27
Series of 2022

ATTY. JOSE E. PANER
NOTARY PUBLIC COMMISSION NO. 2022-075
Issued on 7-1-2022 Until 12-31-2023 / Manila
UNIT 200 TMR II TAIT AVE., MALATE, MANILA
ROLL NO. 44000 IBP LIFETIME NO. 2022/15-12-00.
PTR No. 0153572/01-03-2022/CITY of Manila/TIN 104063310
MCLE Compliance No. VII-0007120/04-10-2025

[Handwritten signatures]

SECRETARY'S CERTIFICATE

I, **MICHAEL ANTHONY M. DEL ROSARIO**, of legal age, Filipino citizen, being the duly elected and qualified **Corporate Secretary** of **ALLCARD INC.** a domestic corporation created and existing under and by virtue of the laws of the Philippines with principal office address at Lot 3 Block 17 E. Rodriguez Jr. Avenue, corner Titan Street, Acropolis Subdivision, Bagumbayan, Quezon City, under oath, do hereby depose, state and certify that at a special meeting of the Board of Directors of the said corporation duly convened and held on this 27th day of April 2022 at 10:00 a.m., at which meeting a quorum was present and acting, the Board unanimously approved and adopted the following resolution:

**RESOLUTION NO. ALLCARD-04-27-2022
SERIES OF 2022.**

"RESOLVED, AS ITS HEREBY RESOLVED, that the corporation hereby authorizes and appoints **ANGELITO JOHN CARL VILLANUEVA**, **Sales Associate**, as the duly designated and authorized representative of **ALLCARD INC.** in the submission of the quotation/proposal/bid for the request for quotation/public bidding/small value procurement to be conducted by the **Philippine Amusement & Gaming Corporation (PAGCOR)** for the **SUPPLY AND DELIVERY OF CONSUMABLE ITEMS FOR THE EXISTING CARD PRINTER OF PAGCOR** under **ITB No. CB22-01-021CORa**.

"RESOLVED FURTHERMORE, that **ANGELITO JOHN CARL D. VILLANUEVA**, is empowered to: **(1)** authenticate the request for quotation/bid documents by affixing her signature thereon as required in the Instruction to Bidders and with full power to do, execute and perform all acts necessary thereto; **(2)** negotiate the terms and conditions of the bidding / request for quotation / expression of interest; **(3)** post/withdraw all kinds of bonds required in the bidding process in accordance with R.A. 9184; **(4)** accomplish, sign, execute, deliver, and receive any and all documents necessary or required by law to participate/complete the bidding process; **(5)** and do all acts and things necessary to accomplish this authority for and in behalf of the Corporation."

This resolution has not been altered or modified resolution has not been amended, revoked or repealed and is in full force and effect as of the date hereof.


IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of April 2022 in Quezon City.


MICHAEL ANTHONY M. DEL ROSARIO
Corporate Secretary

SUBSCRIBED AND SWORN to before me this 27 APR 2022 day of April 2022 in Quezon City, by herein affiant, who has satisfactorily proven to me his identity through his LTO Driver's License CO7-85-003558 expiring on March 25, 2023, that he is the ~~same~~ person who signed the foregoing instrument before me and **acknowledged** that he executed the same.


Atty. RYAN C. CORTEZ
Notary Public

valid until December 31, 2022
Roll of Attorneys No. 72112
PTR No. 2584877 issued on Jan. 27, 2022
MCJE Complainos No. VI-0030668
Admin No. NP-071 (2021-2022)
IBP No. 178366 02/15/2022
Add: No. Unit 102 Ground Floor One Executive Bldg.
Condominium, West Ave., Q.C.


Doc. No. J12
Page No. 103
Book No. 0491
Series of 2022.





SECRETARY'S CERTIFICATE

I, **MICHAEL ANTHONY M. DEL ROSARIO**, of legal age, Filipino citizen, being the duly elected and qualified Corporate Secretary of **ALLCARD INC.** a domestic corporation created and existing under and by virtue of the laws of the Philippines with principal office address at Lot 3 Block 17 E. Rodriguez Jr. Avenue, corner Titan Street, Acropolis Subdivision, Bagumbayan, Quezon City, under oath, do hereby depose, state and certify that at a special meeting of the Board of Directors of the said corporation duly convened and held on this 27th day of April 2022 at 10:00 a.m., at which meeting a quorum was present and acting, the Board unanimously approved and adopted the following resolution:

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Corporate Secretary

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Atty. **RYLAN C. CORTEZ**
Notary Public

valid until December 31, 2022
Roll of Attorneys No. 72412
PTR No. 2564877 issued on Jan. 27, 2022
MCLE Compliance No. VI-0030666
Admin No. NP-071 (2021-2022)
IBP No. 178355 02/15/2022
Add: No. Unit 102 Ground Floor One Executive Bldg.
Condominium, West Ave., Q.C.

Doc. No. J12
Page No. 103
Book No. CAH1
Series of 2022.







REPUBLIC OF THE PHILIPPINES
Unified Multi-Purpose ID



CRN-0111-7477496-2



SURNAME
VILLANUEVA

GIVEN NAME
ANGELITO JOHN CARL

MIDDLE NAME
DALISTAN

SEX **M** DATE OF BIRTH 1992/06/27

ADDRESS
14-B MABINI CONCEPCION
MALABON CITY NCR PHL 1470

Osman