

## PURCHASE CONTRACT

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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 eight (8<sup>th</sup>) Floor, PAGCOR House Annex, Carmen Bldg., 1105 U.N. Avenue cor. Maria Orosa St., Ermita Manila, represented in this act by its Assistant Vice President, Procurement Department, **HERNANDO C. APIGO**, hereinafter referred to as "PAGCOR";

-and-

**GUARD-ALL ELECTRONIC SECURITY SYSTEMS, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines with office address at Suite 708, Cattleya Building, 235 Salcedo Street, Legaspi Village, Makati City represented in this act by its General Manager, **DEREK ARNOLD RAMSAY**, duly authorized for this purpose by Secretary's Certificate dated July 2, 2018, 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 Control Keyboard for SOG-1 under ITB No. EC18-02-011CORa-04;

WHEREAS, PAGCOR conducted a Negotiated Procurement (Emergency Cases) in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations on September 13, 2017 for the procurement of the Project;

WHEREAS, the SUPPLIER was determined as the bidder having the Single Calculated Responsive Quotation (SCRQ) 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:

1. The **SUPPLIER** shall undertake the Supply and Delivery Control Keyboard for SOG-1 with the following technical specifications:

Quantity	Technical Description
One (1) unit	<ul style="list-style-type: none"> <li>• With functional LCD Display</li> <li>• Capability to control directly up to 255 PTZ camera, Multi- protocol,( vicon , Pelco, AD, Burle, Discover)</li> <li>• Capable to operate Multiple Pan/Tilt/Zoom camera</li> <li>• OSD menu, 3D joystick control feature</li> <li>• Table mount type,</li> <li>• RS-485 and RS-422 compatible, Autovolt 120-220 VAC, 60Hz, C/W Power Supply</li> </ul>
<b>ADDITIONAL CONDITIONS/ NOTES</b>	
<u>Equipment warranty :</u>	
<ul style="list-style-type: none"> <li>• Must have Helpdesk Support System or "Hot Line" in place to accommodate PAGCOR technical issues. As such, must have locally available qualified and experienced technical support personnel who will provide assistance in the installation and configuration of the equipment.</li> <li>• Availability of technical support must be 24/7, 7 days including holidays.</li> <li>• 24X7 availability of spare equipment as "service unit".</li> <li>• The service unit equipment during support should meet the minimum technical requirement of PAGCOR.</li> <li>• Technical Support must also be available via the internet and/or e-mail.</li> <li>• Response time for technical support should be within twenty-four (24) hours upon receipt of call and;</li> <li>• Response time for technical support should be within twenty-four (24) hours for the Onsite Support.</li> <li>• The <b>SUPPLIER</b> shall provide orientation / training to End-User technical staff of Surveillance Unit on the operation, configuration and maintenance of equipment prior to acceptance of equipment.</li> </ul>	
<b>INSPECTION/S and TEST/S THAT WILL BE CONDUCTED BEFORE, DURING or AFTER DELIVERY (whichever is applicable)</b>	
Checking of the required documentations, to include but not limited to operation's manuals and warranty certificates	
Inventory of the delivered items to determine whether the quantities delivered are in accordance with the required quantities of the items/equipment provided in the contract and	

Physical and technical inspection of the items/equipment delivered to check whether said delivered items/equipment are in accordance with the technical specifications required and offered by the winning bidder and to determine whether it is operating properly.

2. The total contract price shall be in the amount of **Twenty-Three Thousand Seven Hundred Thirty-Five Pesos (PhP23,735.00)**, VAT Exclusive, Zero-Rated Transaction.

**PAGCOR** and the **SUPPLIER** agreed 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 any 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 the items thirty (30) calendar days from receipt of the Notice to Proceed.

The **SUPPLIER** shall deliver at the **PAGCOR** Imus Complex, 363 Bayan Luma VI, Imus, Cavite.

4. **PAGCOR** shall pay the total amount of **Twenty-Three Thousand Seven Hundred Thirty-Five Pesos (PhP23,735.00)**, VAT Exclusive, Zero-Rated Transaction, subject to **PAGCOR**'s acceptance (issuance of the IAR) in writing of the items described in the **CONTRACT**.
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 the supposed date of delivery, in addition to the penalties agreed upon, **PAGCOR** shall have the option to terminate the Contract.

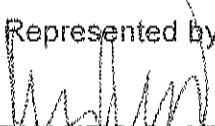
6. In the event that the **SUPPLIER** fails to comply with its undertakings under this Contract, **PAGCOR** shall be released from its obligations without prejudice to its rights of restitution, recovery and damages.
7. In the event that the facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, the parties hereto agree immediately to re-negotiate its terms and conditions, or at the option of **PAGCOR** to 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 not be modified, revised or amended without the 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 Quotation, 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 from 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. Item delivered are subject for inspection and acceptance;
  - f. **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.
  - g. It shall pay taxes in full and on time, failure to do so will entitle **PAGCOR** to suspend payment

IN WITNESS WHEREOF, the parties have signed these presents on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 at \_\_\_\_\_.

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

Represented by:

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

GUARD-ALL ELECTRONIC SECURITY SYSTEMS, INC.


TIN: \_\_\_\_\_

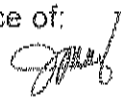
Represented by:

  
DEREK ARNOLD RAMSAY  
General Manager

TIN: 101-523-709

Signed in the presence of:

  
Bryan P. Bigatol

  
JEANNIE M. MANLAPAZ





**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 AUGUST 1, 2018, personally appeared:

<u>NAME</u>	<u>ID ISSUED AT/ON</u>
<u>DEREK ARNOLD RAMSAY</u>	Passport no.: GBR 503514795 Issue on: 5/24/2012 Issued at: IPS Expiry Date: 2/24/2023

known to me and known to be the same person who execute the foregoing instrument consisting of seven (7) 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 Sole Proprietorship he represents.

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

Doc No. 466;  
Page No. 90;  
Book No. VX 870  
Series of 2018.

*[Handwritten Signature]*  
 ATTY. CLIFF R. MARTINE GARCIA  
 Notary Public for and in the City of Manila  
 Commission Expires on 12/31/2018  
 Notary Public for and in the City of Manila  
 Commission Expires on 12/31/2018  
 Notary Public for and in the City of Manila  
 Commission Expires on 12/31/2018

*[Handwritten Signature]*

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF MANILA ) S.S.

BEFORE ME, a Notary Public for and in City of Manila, Philippines, this AUG 06 2018 day of \_\_\_\_\_, 2018, personally appeared:

NAME

Government ID No.

HERNANDO C. APIGO

PAGCOR ID No. 02-0129

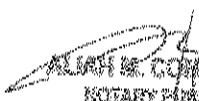
Issuance Date: 2002

Place of Issuance: Manila

known to me and known to be the same person who execute the foregoing instrument consisting of seven (7) 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. 178  
Page No. 37  
Book No. 4  
Series of 2018.

  
ALBERT M. COMAGUI  
NOTARY PUBLIC  
IN AND FOR THE CITY OF MANILA  
BY P/LR. HEY WORLD MANILA SAY HOTEL & CASINO  
601 DEL PILAR ST. MALATE, MANILA  
COMM. NO. 2017 - 128, UNTIL DEC. 31, 2019  
ROLL NO. 65523 REP. NO. 1971248  
NOTE COMPLIANCE: (NA Amended 2016)  
PPLM CHAPTER  
PTR NO. 7003426/JAN 05 2018/MANILA

PURCHASE CONTRACT – GUARD-ALL ELECTRONIC SECURITY SYSTEMS, INC.  
Supply and Delivery of Control Keyboard for SOG-1  
under ITB No. EC18-02-011CORA-04



REPUBLIC OF THE PHILIPPINES )  
Makati City )

SECRETARY'S CERTIFICATE


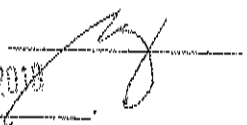
I, MARIA LOURDES ROJINIE R. CORTES, of legal age, Filipino citizen, married and with residence address at 8A Shenandoah Homes, South Green Park, Merville Park Subdivision, Parañaque City, after having been duly sworn in accordance with law, hereby depose and state:

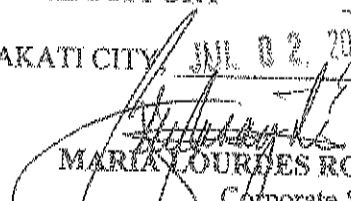
That I am the Corporate Secretary of GUARD-ALL ELECTRONIC SECURITY SYSTEMS, INC. with office address at Suite 708 Cattleya Condominium 235 Salcedo Street, Legaspi Village, Makati City;

That as Corporate Secretary, I take custody of all the records of the company;

That on the 2<sup>nd</sup> day of July, 2018, a special meeting of the Board of Directors was held to which a quorum was present throughout and the following resolution was unanimously approved and ratified:

"RESOLVED, as it is hereby RESOLVED that DEREK A. RAMSAY, in his capacity as GENERAL MANAGER and/or WALTER TANGTANG whose signature appear below is authorized and designated as representative of Guard-All, and granted full power and authority to do, and execute and perform any and all acts necessary and/or to represent Guard-All in the procurement activity of PAGCOR under ITB No. EC18-02-011CORA-04 for the project "Negotiated Procurement (Emergency Cases) of the Supply and Delivery of Control Keyboard for SOG1".

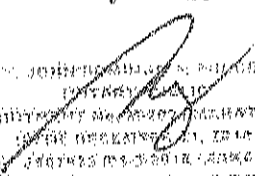
Name:	Designation	Specimen Signature
DEREK A. RAMSAY	GENERAL MANAGER	
WALTER TANGTANG	CCTV TECHNICAL SUPPORT	

That this certification is in full force and effect. MAKATI CITY, JUL 02, 2018  
  
MARIA LOURDES ROJINIE R. CORTES  
Corporate Secretary

SUBSCRIBED AND SWORN to before me this JUL 02, 2018 day of \_\_\_\_\_ affiant exhibited to me her Passport No. EC4670440 issued at DFA Manila on July 17, 2015.

Doc No. 45  
Page No. 10  
Book No. 112  
Series of 2018  
Ref. 2018-SUC0015/LEN

Notary Public

  
Atty. JOHNNY M. MORALES, JR.  
CITY OF MAKATI  
MORALESE & ASSOCIATES, INC.  
ATTORNEYS AT LAW  
SUITE 708, CATTLEYA CONDOMINIUM, 235 SALCEDO STREET, LEGASPI VILLAGE, MAKATI CITY  
TEL. NO. : +63-2-812-3380 FAX NO. : +63-2-812-3380  
E-MAIL : info@guardall.com.ph

PROTECTION OF LIFE AND PROPERTY

MANILA OFFICE  
SUITE 708, CATTLEYA BLDG., 235 SALCEDO ST. LEGASPI VILLAGE  
MAKATI CITY 1229, PHILIPPINES  
TEL. NOS.: +63-2-817-4132 +63-2-812-0506  
FAX NO. : +63-2-812-3380 EMAIL: info.guardall.com.ph

CEBU OFFICE  
SUITE 306, CEBU HOLDINGS BLDG., CEBU BUSINESS PARK  
CEBU CITY 6000, PHILIPPINES  
TEL. NO.: +63-32-281-5750  
FAX NO.: +63-32-415-6178 EMAIL: info@guardall.com.ph

