

## 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 Eighth (8<sup>th</sup>) Floor, PAGCOR Corporate Annex Office, 1105 United Nations Avenue, corner Maria Orosa Street, Ermita, Manila, represented in this act by its Assistant Vice President, Procurement Department, **HERNANDO C. APIGO**, hereinafter referred to as "**PAGCOR**";

-and-

**A4 LUCK MARKETING CORP.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at Ester Supermarket Bldg. 67 Mabini St., Poblacion, San Pedro Laguna, represented in this act by its President, **MICHAEL R. ALMENDRALA**, duly authorized for this purpose by a Secretary's Certificate dated June 13, 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 Three (3) Lots Various Other Machinery and Equipment for Facilities Management and Engineering Department (FMED) under ITB No. PB18-05-062COR;

**WHEREAS, PAGCOR** conducted a public bidding in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its Revised Implementing Rules and Regulations on June 14, 2018 for the procurement of the Project;

**WHEREAS, the SUPPLIER** has submitted the single calculated responsive bids for Lots 2 & 3 of 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:

Page 1 of 8

Purchase Contract A4 Luck Marketing Corp. (Lots 2 & 3)  
Supply and Delivery of Three (3) Lots Various Other Machinery and Equipment under ITB No. PB18-05-062COR

JOSEPH L. YODICO

## TERMS AND CONDITIONS

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

- The **SUPPLIER** shall undertake the Supply and Delivery of Three (3) Lots Various Other Machinery and Equipment with the following technical specifications:

Item No.	Item Description	Quantity	Unit of Measurement (UOM)	Brand Name
<b>LOT 2 - SUPPLY AND DELIVERY OF EVAPORATIVE AIR-COOLER</b>				
1	Evaporative Air Cooler, Power Wind with Remote Control, 280W, 220V, 60HZ, 35 liters tank capacity, heavy duty, floor standing, 5" tall, 25" x 17" x 48"	12	Unit	Air Blaster 6 Iwata
<b>LOT 3 - SUPPLY AND DELIVERY OF VARIOUS PUMP</b>				
1	Vacuum Pump, (Refrigerant) 5 CFM (2 stage) ½ HP Motor 220V, 60HZ, 1PH	1	Unit	Value VE-245
2	Booster Pump, 1HP, 220V, RPM:3450, AMPS: 5.2 KW: 0.75, M:BGR100, Q Max: 70L/min., H-max: 45M	3	Unit	Goulds MJ10S
3	Water Pump Motor, 10HP, 0.75KW, Frame: 801, 220V, 1 Diameter, 60HZ, 7 AMPS, 1P:44, Type-MS6-22-10	1	Unit	MJ 10S
Manufacturer's Warranty: One (1) Year warranty upon delivery and acceptance of the item.				

- The total contract price shall be in the amount of **Three Hundred Ninety-One Thousand Five Hundred Pesos (PhP391,500.00)**, VAT Exclusive, Zero-Rated Transaction, with details as follows:

Item No.	Item Description	Quantity/ UOM	Unit Price	Total Price
<b>LOT 2 - SUPPLY AND DELIVERY OF EVAPORATIVE AIR-COOLER</b>				
1	Evaporative Air Cooler, Power Wind with Remote Control, 280W, 220V, 60HZ, 35 liters tank capacity, heavy duty, floor standing, 5" tall, 25" x 17" x 48"	12 Units	PhP24,000.00	PhP288,000.00
			<b>SUBTOTAL</b>	<b>PhP288,000.00</b>
<b>LOT 3 - SUPPLY AND DELIVERY OF VARIOUS PUMP</b>				
1	Vacuum Pump, (Refrigerant) 5 CFM (2 stage) ½ HP Motor 220V, 60HZ, 1PH	1 Unit	PhP19,500.00	PhP19,500.00
2	Booster Pump, 1HP, 220V, RPM:3450, AMPS: 5.2 KW: 0.75, M:BGR100, Q Max: 70L/min., H-max: 45M	3 Units	PhP21,000.00	PhP63,000.00
3	Water Pump Motor, 10HP, 0.75KW, Frame: 801, 220V, 1 Diameter, 60HZ, 7 AMPS, 1P:44, Type-MS6-22-10	1 Unit	PhP21,000.00	PhP21,000.00
			<b>SUBTOTAL</b>	<b>PhP103,500.00</b>

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 the items within thirty (30) calendar days effective from the date of receipt of the SUPPLIER of the Notice to Proceed. The SUPPLIER shall deliver at PAGCOR Imus Warehouse, #363 Bayan Luma VI, Imus Cavite.
4. PAGCOR shall pay the total amount of **Three Hundred Ninety-One Thousand Five Hundred Pesos (PhP391,500.00)**, VAT Exclusive, Zero-rated transaction, based on the following schedule:

<p>99% of the costs of the items delivered per lot subject to PAGCOR's acceptance [Issuance of the Inspection and Acceptance Report (IAR)] in writing of the items described in the PO.</p>	<p><b>Three Hundred Eighty-Seven Thousand Five Hundred Eighty-Five Pesos, (PhP387,585.00) with breakdown as follows:</b></p> <table border="1"> <thead> <tr> <th>LOT</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>PhP285,120.00</td> </tr> <tr> <td>3</td> <td>PhP102,465.00</td> </tr> </tbody> </table>	LOT	AMOUNT	2	PhP285,120.00	3	PhP102,465.00
LOT	AMOUNT						
2	PhP285,120.00						
3	PhP102,465.00						
<p>1% Retention of the items delivered per lot to be paid after <b>one (1) year</b> 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><b>Three Thousand Nine Hundred Fifteen Pesos, (PhP3,915.00) with breakdown as follows:</b></p> <table border="1"> <thead> <tr> <th>LOT</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>PhP2,880.00</td> </tr> <tr> <td>3</td> <td>PhP1,035.00</td> </tr> </tbody> </table>	LOT	AMOUNT	2	PhP2,880.00	3	PhP1,035.00
LOT	AMOUNT						
2	PhP2,880.00						
3	PhP1,035.00						

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 <b>one (1) year</b> from issuance of the IAR.</p>	<p><b>Three Hundred Ninety-One Thousand Five Hundred Pesos, (PhP391,500.00) with breakdown as follows:</b></p> <table border="1"> <thead> <tr> <th>LOT</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>PhP288,000.00</td> </tr> <tr> <td>3</td> <td>PhP103,500.00</td> </tr> </tbody> </table>	LOT	AMOUNT	2	PhP288,000.00	3	PhP103,500.00
LOT	AMOUNT						
2	PhP288,000.00						
3	PhP103,500.00						

of the IAR.	
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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.
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 shall be required from it for a minimum period of **one (1) year** from the date of 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 one (1) year 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 in Percentage of Total Contract Price						
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five Percent (5%) Nineteen Thousand Five Hundred Seventy-Five Pesos, (PhP19,575.00) with breakdown as follows:						
(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"> <thead> <tr> <th>LOT</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>PhP14,400.00</td> </tr> <tr> <td>3</td> <td>PhP5,175.00</td> </tr> </tbody> </table>	LOT	AMOUNT	2	PhP14,400.00	3	PhP5,175.00
	LOT	AMOUNT					
	2	PhP14,400.00					
3	PhP5,175.00						
(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.	Thirty Percent (30%) One Hundred Seventeen Thousand Four Hundred Fifty Pesos, (PhP117,450.00) with breakdown as follows:						
	<table border="1"> <thead> <tr> <th>LOT</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>PhP86,400.00</td> </tr> <tr> <td>3</td> <td>PhP31,050.00</td> </tr> </tbody> </table>	LOT	AMOUNT	2	PhP86,400.00	3	PhP31,050.00
	LOT	AMOUNT					
	2	PhP86,400.00					
3	PhP31,050.00						

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 \_\_\_\_\_, 2018 at \_\_\_\_\_.

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

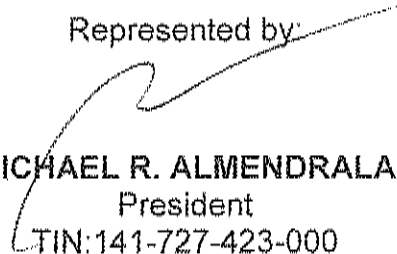
**A4 LUCK MARKETING CORP.**  
TIN: 008-443-332-000

Represented by:



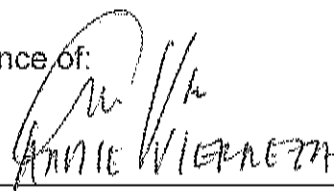
**HERNANDO C. APIGO**  
Assistant Vice President  
Procurement Department  
TIN: 210-735-638-000

Represented by:



**MICHAEL R. ALMENDRALA**  
President  
TIN: 141-727-423-000

Signed in the presence of:




CARMELO M. PUNZALAN  
Senior Procurement Officer

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Purchase Contract A4 Luck Marketing Corp. (Lots 2 & 3)  
Supply and Delivery of Three (3) Lots Various Other Machinery and Equipment under ITB No. PB18-05-062COR

JOSEPH D. YODICO



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 \_\_\_\_\_, 2018, personally appeared:

AUG 13 2018

NAME

GOVERNMENT ID NO.

HERNANDO C. APIGO

PAGCOR ID NO. 02-0129

Issuance Date: 2002

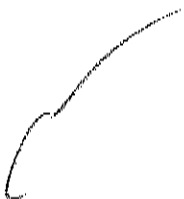
Place of Issue: Manila

known to me and known to be the same person who execute 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, he being authorized for this purpose.

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

Doc No. 272 ;  
Page No. 56 ;  
Book No. IV ;  
Series of 2018.

ALIAN M. COMAGUL  
NOTARY PUBLIC  
IN AND FOR THE CITY OF MANILA  
676ELB, NEW WORLD MANILARAY HOTEL & CASINO  
M.H. DEL PILAR ST. MALATE, MANILA  
COMMANC. 2017-131, UNTIL, DEC. 31, 2018  
ROLL OF NOTARIES NO. 1071045  
MCLE COMPLACRO (RA Amended 2010)  
PFLM CHIEF  
PTRK NCJ/003424/JAN 05 2010/MANILA



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 AUG 07 2018, 2018, personally appeared:

NAME

ID ISSUED AT/ON

MICHAEL R. ALMENDRALA

GOVERNMENT ID NO.

DIU-85-91893  
Issue Date: 10/24/2016  
Place of Issue: N26  
Validity Period: 10/26/2021

known to me and known to be the same person who execute 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, he being duly authorized for this purpose.

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

Doc No. 626;  
Page No. 96;  
Book No. 38;  
Series of 2018.

*Romy*  
**ATTY. RAMIL JOSE LITO B. TAMAYO**  
NOTARY PUBLIC TIN NO. 231430740000  
PTR No. 990528-1-2013-12-11-01 (ID No. 40667)  
REG. NO. 80174 (Date of Reg. No. 2012-819 MANILA)  
Office: 1102 P. O. Box 1102, San Andres, Manila



REPUBLIC OF THE PHILIPPINES

SECRETARY'S CERTIFICATE

I, RANILO ALMENDRALA, of legal age, MARRIED, with business address at 67 A. Mabini St. San Pedro, Laguna, after duly sworn to in accordance with the law hereby deposed and state that:

- I am duly appointed Corporate Secretary of A4LUCK MARKETING CORPORATION. A corporation duly organized and existing in accordance with the Philippine laws, with the same business address as stated above;
- As Such, I have custody of all corporate records of said corporation;
- At the special meeting held on JANUARY 6, 2013, the following resolution was unanimously approved by the directors present:

"RESOLVED, as it is hereby RESOLVED that MICHAEL ALMENDRALA, PRESIDENT, of the corporation be authorized as he is hereby authorized to deal, bid and transact, for and behalf of the A4LUCK MARKETING CORP. With (PAGCOR) PHILIPPINE AMUSEMENT AND GAMING CORPORATION regarding all the SUPPLY AND DELIVERY OF 3 LOTS VARIOUS OTHER MACHINERY AND EQUIPMENT in PAGCOR, in the A4LUCK MARKETING CORP.

"RESOLVED, further that MICHAEL ALMENDRALA, be authorized as he is hereby authorized to accomplish, sign, execute, deliver, and received all papers and/ or documents in connection with and/ or pursuant to the papers and/ or documents in connection with and/ or pursuant to the foregoing authority;

FUTHER AFFIANT SAYETH NAUGHT.


IN WITNESS WHEREOF, I have hereunto affixed my signature this JUN 13 day of JUN 2018  
\_\_\_\_2018 in City of Manila.

  
RANILO ALMENDRALA  
AFFIANT

SUBSCRIBED AND SWORN to before me this JUN 13 day of 2018 in City of  
Manila. Affiant is personally known to me and exhibited to me her Drivers License  
# D04-93-066091

Which is valid until NOV. 26, 2022.

DOC. NO.: 590  
PAGE NO.: 94  
BOOK NO.: 36  
SERIES OF 2018

  
ATTY. RAMI JOSE LITO B. TAMAYO  
NOTARY PUBLIC TIN NO. 231430740750  
PRACTICE PERMIT No. 1228-12 (M) 1231-12 (R) No. 2082  
Notary Public for the City of Manila  
The Notary Public for the City of Manila, Philippines





