

PROCUREMENT  
DEPARTMENT  
19 JUN 13 12:52PM

## PURCHASE CONTRACT

This PURCHASE CONTRACT (the "CONTRACT") is entered into and executed by and between:

**PHILIPPINE AMUSEMENT AND GAMING CORPORATION**, a government owned and controlled corporation organized and existing pursuant to *Presidential Decree No. 1869*, as amended, with office address at **PAGCOR Corporate Office, New World Manila Bay Hotel, 1588 M.H. del Pilar Street corner Pedro Gil Street, Malate, Manila**, represented in this contract by its Chairman and Chief Executive Officer, **ANDREA D. DOMINGO**, hereinafter referred to as "**PAGCOR**".

-and-

**A4LUCK MARKETING CORPORATION**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with business address at **67 A. Mabini St. Poblacion San Pedro, Laguna**, represented in this act by its President, **MICHAEL ALMENDRALA**, duly authorized for this purpose by a Secretary's Certificate dated April 17, 2019, hereto attached as Annex "A", hereinafter referred to as the "**SUPPLIER**".

Each of **PAGCOR** or **SUPPLIER** may hereinafter be referred to as a "**PARTY**" and collectively referred to as the "**PARTIES**".

### ANTECEDENTS:

**WHEREAS, PAGCOR** has a requirement for the Supply and Delivery of Various Disposable Kitchen Materials under ITB No. PB19-03-033COR;

**WHEREAS, PAGCOR** conducted Public Bidding in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations on April 3, 2019 for the procurement of the Project;

**WHEREAS, the SUPPLIER** has submitted the lowest calculated responsive bid 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:

- The **SUPPLIER** shall undertake the **Supply and Delivery of Various Disposable Kitchen Materials**, detailed as follows:

Various Disposable Kitchen Materials		Quantity	UOM	Brand Name
1	FILTER, COFFEE, BASKET TYPE (CONE-STYLE COFFEE FILTER FOR 8-12 CUP) #4, 12PACK/BOX	11	BOX	A4LUCK
2	CUP, PAPER CUPS, 8OZ (100PC/PACK)	402	PACK	A4LUCK
3	CUP, PLASTIC CUPS, 8OZ	487,229	PIECE	A4LUCK
4	CUP, RIPPLED, RIPPLE WRAP HOT CUP, 8OZ (500PC/BOX)	105	BOX	A4LUCK
5	CUP, STYROPOR, 8OZ (1000PC/BOX)	1,008	BOX	A4LUCK

- The total contract price shall be in the amount of **One Million Eight Hundred Fifty-Six Thousand Seven Hundred Fifty Pesos and 50/100 (Php1,856,750.50), VAT Exclusive, Zero-Rated Transaction**, detailed as follows:

Item No.	Qty	UOM	Brief Description	Unit Cost	Total Cost
1	11	BOX	FILTER, COFFEE, BASKET TYPE (CONE-STYLE COFFEE FILTER FOR 8-12 CUP) #4, 12PACK/BOX	Php2,376.00	Php26,136.00
2	402	PACK	CUP, PAPER CUPS, 8OZ (100PC/PACK)	Php150.00	Php60,300.00
3	487,229	PIECE	CUP, PLASTIC CUPS, 8OZ	Php0.50	Php243,614.50
4	105	BOX	CUP, RIPPLED, RIPPLE WRAP HOT CUP, 8OZ (500PC/BOX)	Php2,300.00	Php241,500.00
5	1,008	BOX	CUP, STYROPOR, 8OZ (1000PC/BOX)	Php1,275.00	Php1,285,200.00
<b>GRAND TOTAL COST</b>					<b>Php1,856,750.50</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 requirements within thirty (30) calendar days from the date of receipt of the Notice to Proceed (NTP) at the PAGCOR Imus Warehouse, #363 Bayan Luma VI, Imus, Cavite.

4. PAGCOR shall pay the total amount of **One Million Eight Hundred Fifty-Six Thousand Seven Hundred Fifty Pesos and 50/100 (PhP1,856,750.50)**, VAT Exclusive, Zero-Rated Transaction, based on the following schedule:

<p>99% of the costs of the items delivered subject to <b>PAGCOR's</b> acceptance [issuance of the Inspection and Acceptance Report (IAR)] in writing of the items described in the PO.</p>	<p>One Million Eight Hundred Thirty-Eight Thousand One Hundred Eighty-Two Pesos and 99/100 (<b>PhP1,838,182.99</b>)</p>
<p>1% Retention of the items delivered to be paid after <b>three (3) months</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>Eighteen Thousand Five Hundred Sixty-Seven Pesos and 51/100 (<b>PhP18,567.51</b>)</p>

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 <b>PAGCOR's</b> 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>three (3) months</b> from issuance of the IAR.</p>	<p>One Million Eight Hundred Fifty-Six Thousand Seven Hundred Fifty Pesos and 50/100 (<b>PhP1,856,750.50</b>)</p>
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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** may 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

*Chona B. Forcioncula*

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.

*Handwritten signature*

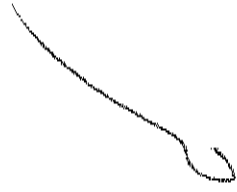
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- c. It will fully defend, protect, indemnify, and hold **PAGCOR** harmless from any and all adverse claims that may be made by any party for the possession and/or the use of the goods.
- d. The defective items shall be replaced within **seven (7)** 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 **three (3) months** 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 **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.	
(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.	<p style="text-align: center;"><b>Five Percent (5%)</b></p> <p style="text-align: center;">Ninety-Two Thousand Eight Hundred Thirty-Seven Pesos and 53/100 (PhP92,837.53)</p>

*Attested*



(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 align="center"><b>Thirty Percent (30%)</b></p> <p align="center">Five Hundred Fifty-Seven Thousand Twenty-Five Pesos and 15/100 (PhP557,025.15)</p>
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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 \_\_\_\_\_, 2019 at \_\_\_\_\_

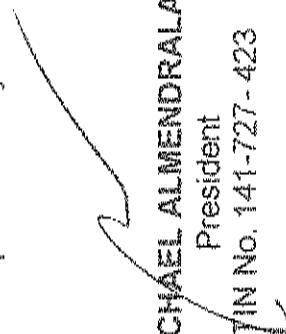
**PHILIPPINE AMUSEMENT AND  
GAMING CORPORATION**  
TIN: 033-000-887-972

**A4 LUCK MARKETING  
CORPORATION**  
TIN: 008-443-332-000

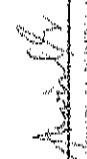
Represented by:

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

Represented by:

  
**MICHAEL ALMENDRALA**  
President  
TIN No. 141-727-423

Signed in the presence of:

  
**DANIEL B. PONZALAW**  
Chief Fiscal Officer

  
**MARY ROSE DIOLA**

**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  
2 day of May, 2019, personally appeared:

<u>NAME</u>	<u>Government Issued ID</u>
<u>MICHAEL ALMENDRALA</u>	<u>PASSPORT NO. EC3485051</u> Issuance Date: February 18, 2015 Expiration Date: February 17, 2020 Place of Issue: DFA Manila South

known to me and known to be the same person who execute 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. 739  
Page No. 703  
Book No. 41  
Series of 2019.

*Amor*  
**ATTY. RAYMUNDO JOSE TORIBIO B. TAMAYO**  
NOTARY PUBLIC IN THE PHILIPPINES  
PTR No. 140517 (Special) (JCS/SEC/12-01-17) (DCLL No. 49887)  
LSP No. 8889 (JCS/PT/12-01-17) (LSP No. 2012-018-04491-A)  
Residence: 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**ACKNOWLEDGEMENT**

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

*CITY OF MANILA*  
BEFORE ME, a Notary Public for and in City of Manila, Philippines, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2019, personally appeared:  
**JUN 12 2019**

NAME Government ID No.

ANDREA D. DOMINGO

**PASSPORT NO.:** P7681573A  
Issuance Date: June 26, 2018  
Expiration Date: June 25, 2028  
Place of Issue: DFA Manila

known to me and known to be the same person who execute the foregoing instrument consisting of eight (8) pages, including the page where 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. 185  
Page No. 37  
Book No. 11  
Series of 2019

*Andrea Domingo*  
STEPHANIE MARIZ C. KHAN  
NOTARY PUBLIC  
MANILA FOR THE CITY OF MANILA  
8<sup>TH</sup> FLR, NEW WORLD MANILA BAY HOTEL & CASINO  
1511 DEL PILAR ST. MALATE, MANILA  
FORMING 2019 - 051 UNTIL DEC.31, 2019  
MANILA, PHILIPPINES  
MANILA, PHILIPPINES

*Chona B. Porcioncula*

*[Signature]*



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 PROCUREMENT and TRANSACTIONS 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;

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