

## 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 Eight (8th) Floor, PAGCOR House Annex, Carmen Bldg. 1105 U.N. Avenue, corner 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-

**A4 LUCK MARKETING CORPORATION**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at No. 67 A. Mabini Street, San Pablo, Laguna, represented in this act by its President, **MICHAEL R. ALMENDRALA**, duly authorized for this purpose by a Secretary's Certificate dated July 12, 2017, hereto attached as Annex "A", hereinafter referred to as the "SUPPLIER".

Each party referred to as the "Party" and collectively as the "PARTIES."

### ANTECEDENTS:

**WHEREAS**, PAGCOR, has a requirement for the Supply and Delivery of Three (3) Lots Consolidated Photography and Audio/Visual Equipment for Corporate Departments under ITB No. PB17-038COR-06;

**WHEREAS**, PAGCOR conducted a Public Bidding in accordance with Republic Act No. 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations on February 27, 2017 for the procurement of the Project;

**WHEREAS**, the SUPPLIER has submitted the single calculated responsive bid for Lots 2 (Supply and Delivery of Audio/Visual Digital Video Recorder) and 3 (Supply and Delivery of Audio/Visual Projector) for the Project;

**WHEREAS**, PAGCOR has accepted the offer 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:

*[Handwritten Signature]*

*[Handwritten Signature]*  
 Carmelita U. Valdez

## TERMS AND CONDITIONS

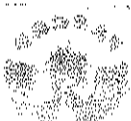
The rights and obligations of the parties are set forth as follows:

- The **SUPPLIER** shall undertake the Supply and Delivery of Three (3) Lots Consolidated Photography and Audio/Visual Equipment for Corporate Departments with the following technical specifications:

LOT 2 – SUPPLY AND DELIVERY OF AUDIO/VISUAL DIGITAL VIDEO RECORDER – AVTECH (AVZ209)		
Item Description	Quantity	Unit
Digital Video Recorder <ul style="list-style-type: none"> <li>• 8 Channel Audio &amp; Video Input with 2TB Hard Drive 7200 RPM SATA3 Design for CCTV;</li> <li>• HDMI / VGA / TV Spot (BNC) Synchronous Video Output; and</li> <li>• Cable Adapter Tuner.</li> </ul>	Two (2)	Unit
LOT 3 – SUPPLY AND DELIVERY OF AUDIO/VISUAL PROJECTOR: Low-end Multi-media Projector – NEC (NP-V332X) Low-end Multi-media Projector – NEC (NP-VE303X)		
Item Description	Quantity	Unit
Low-end Multi-media Projector <ul style="list-style-type: none"> <li>• Brightness: 3k ANSI Lumens;</li> <li>• Resolution: XGA ( 1024 X 768 );</li> <li>• Max. Resolution: UXGA;</li> <li>• Computer Compatibility: UXGA-VGA &amp; Mac;</li> <li>• Weight: 2.8kg;</li> <li>• Fan Noise: 29 db;</li> <li>• Computer Input/Monitor Out: Computer in 1/Component In (with optional Adapter);</li> <li>• Additional Features: Convenient mid-range (1.6:1) manual zoom &amp; Focus Lens;</li> <li>• Wireless remote control w/ mouse control &amp; laser pointer;</li> <li>• Fast, wide-range xoom, screen filling brightness.7 watts sound power;</li> <li>• Auto Set up: Keystone correction, Input search, PC adjust; and</li> <li>• Quiet Operation, Long life lamp w/ power saving features.</li> </ul>	Five (5)	Unit
Low-end Multi-media Projector <ul style="list-style-type: none"> <li>• Brightness: INFINI14x-1k ANSI Lumens</li> </ul>	Two (2)	Unit

- The total contract price shall be in the amount of Three Hundred Forty-Six Thousand Pesos (PhP346,000.00), VAT Exclusive, Zero-rated transaction, with breakdown as follows:

REPUBLIC OF THE PHILIPPINES



PURCHASE CONTRACT – A4LUCK MARKETING CORPORATION

Supply and Delivery of Three (3) Lots Consolidated Photography and Audio/Visual Equipment for Corporate Departments

under ITB No. PB17-038COR-06

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*[Signature]*

*[Signature]*  
Carolina M. Miller

Lot	Quantity	Description	Unit Cost	Total Cost
2	Two (2) units	SUPPLY AND DELIVERY OF AUDIO/VISUAL DIGITAL VIDEO RECORDER	PhP20,000.00	PhP40,000.00
3	Five (5) units	SUPPLY AND DELIVERY OF AUDIO/VISUAL PROJECTOR	PhP46,000.00	PhP230,000.00
	Two (2) units		PhP38,000.00	PhP76,000.00

**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.

- The **SUPPLIER** shall complete within thirty (30) calendar days from the date of receipt by the **SUPPLIER** of the Notice to Proceed. The **SUPPLIER** shall deliver at the **PAGCOR** House Annex, 1105 United Nations Avenue corner Maria Orosa Street, Ermita, Manila.
- PAGCOR** shall pay the total amount of Three Hundred Forty-Six Thousand Pesos (PhP346,000.00), VAT Exclusive, Zero-rated transaction, based on the following schedule:

99% of the costs of the items delivered per lot subject to <b>PAGCOR's</b> acceptance [Issuance of the Inspection and Acceptance Report (IAR)] in writing of the items described in the PO.	Ninety-Nine Percent (99%)  Three Hundred Forty-Two Thousand Five Hundred Forty Pesos (PhP342,540.00)
1% Retention of the items delivered per lot to be paid after one (1) year 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).	One Percent (1%)  Three Thousand Four Hundred Sixty Pesos (PhP3,460.00)

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 <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 one (1) year from issuance of the IAR.	One Hundred Percent (100%)  Three Hundred Forty-Six Thousand Pesos (PhP346,000.00)
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*[Handwritten signatures and initials]*

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

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*[Signature]*  
Ms. Carmelita V. Valdez

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) working 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 of Performance Security (Not less than the Percentage of the Total Contract Price)						
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five Percent (5%)						
(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.	Seventeen Thousand Three Hundred Pesos (PhP17,300.00)						
	<table border="1"> <thead> <tr> <th data-bbox="871 525 1074 558">LOT</th> <th data-bbox="1078 525 1406 558">AMOUNT</th> </tr> </thead> <tbody> <tr> <td data-bbox="871 558 1074 590">2</td> <td data-bbox="1078 558 1406 590">PhP 2,000.00</td> </tr> <tr> <td data-bbox="871 590 1074 623">3</td> <td data-bbox="1078 590 1406 623">PhP15,300.00</td> </tr> </tbody> </table>	LOT	AMOUNT	2	PhP 2,000.00	3	PhP15,300.00
	LOT	AMOUNT					
2	PhP 2,000.00						
3	PhP15,300.00						
(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 Three Thousand Eight Hundred Pesos (PhP103,800.00)						
	<table border="1"> <thead> <tr> <th data-bbox="871 956 1074 989">LOT</th> <th data-bbox="1078 956 1406 989">AMOUNT</th> </tr> </thead> <tbody> <tr> <td data-bbox="871 989 1074 1021">2</td> <td data-bbox="1078 989 1406 1021">PhP12,000.00</td> </tr> <tr> <td data-bbox="871 1021 1074 1054">3</td> <td data-bbox="1078 1021 1406 1054">PhP91,800.00</td> </tr> </tbody> </table>	LOT	AMOUNT	2	PhP12,000.00	3	PhP91,800.00
LOT	AMOUNT						
2	PhP12,000.00						
3	PhP91,800.00						

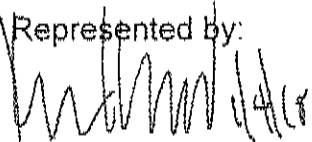
In case the **SUPPLIER** posted a Bid Security in the form of Cash the same may be utilize as additional payment to complete the amount of the performance security.

IN WITNESS WHEREOF, the parties have signed these presents on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 at \_\_\_\_\_.

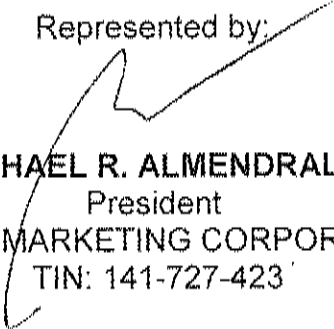
**PHILIPPINE AMUSEMENT AND GAMING CORPORATION**  
TIN: 000-887-972

**A4LUCK MARKETING CORPORATION**  
TIN: 008-443-332-000

Represented by:

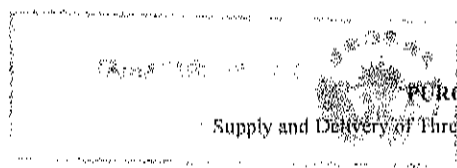
  
**HERNANDO C. APIGO**  
Assistant Vice-President  
Procurement Department  
TIN: 210-735-638

Represented by:

  
**MICHAEL R. ALMENDRALA**  
President  
A4LUCK MARKETING CORPORATION  
TIN: 141-727-423

Signed in the presence of:

\_\_\_\_\_



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in City of CITY OF MANILA, Philippines, this  
\_\_\_\_\_ day of DEC 20, 2017, personally appeared:

NAME  
MICHAEL R. ALMENDRALA

Government ID No.  
014-85-07893

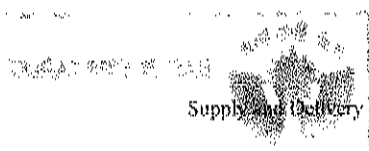
known to me and known to be the same person who execute the foregoing instrument consisting of eight (8) pages, including the page where the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Doc No. 570 ;  
Page No. 84 ;  
Book No. 33 ;  
Series of 2017.

*Ramil Jose Lind B. Tamayo*  
**ATTY. RAMIL JOSE LIND B. TAMAYO**  
NOTARY PUBLIC TIN NO. 231430740001  
PTR No. 190527 issued 12-28-12 until 12-31-13 / ROLL No. 40087  
LEP No. 68071 until 12-31-2013 Comm. No. 2012-019 MANILA  
Office Addr: 107 St. Ferdinand Press Club Bldg. Alagasin Drive, in corner, Taguig.

*[Handwritten mark]*



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*[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 JAN 10 2018 day  
of \_\_\_\_\_, 2017, personally appeared:

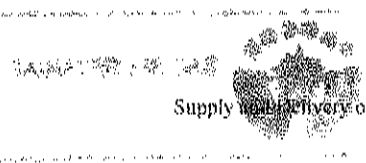
<u>NAME</u>	<u>Government ID No.</u>
<u>HERNANDO C. APIGO</u>	<u>PAGCOR ID No. 02-0129</u> Issuance Date: 2002 Place of Issuance: Manila

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 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.

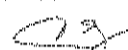
Doc No. 310  
Page No. 63  
Book No. 2  
Series of 2018

  
**JEREMY B. EUGLIG**  
 NOTARY PUBLIC  
 IN AND FOR THE CITY OF MANILA  
 6<sup>TH</sup> FLR, NEW WORLD MANILA BAY HOTEL & CASINO  
 M.H. DEL PILAR ST. MALATE, MANILA  
 COMM. NO. 2017 - 121, UNTIL DEC. 31, 2018  
 ROLL NO. 60153 RDP LIFETIME NO. 014976  
 MCLE COMPLIANCE N/A (Amitted 2010)  
 IFUGAO CHAPTER  
 PTR NO. 6008698/JAN. 10, 2017/MANILA



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As Committee Member