

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 Corporate Annex Office, 1105 U.N. Avenue corner M.Y. Orosa Street, Ermita, Manila, represented in this act by its Assistant Vice President, Procurement Department, **HERNANDO C. APIGO**, hereinafter referred to as “**PAGCOR**”;

-and-

RANGATIRA TRADING CORP., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 24U Exchange Regency Residence Hotel, Meralco Avenue corner Exchange Drive, Ortigas Center, Pasig City, represented in this act by its Operations Manager, **NELSON S. DUJUNCO, JR.**, duly authorized for this purpose by a Secretary’s Certificate dated April 8, 2019, 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 20-Footer Office Container Vans for the Barracks of Security Guard and TARU Personnel assigned at PAGCOR Complex (Nayong Pilipino) under ITB No. FB19-00-001CORd-03;

WHEREAS, PAGCOR conducted a Negotiated Procurement (Two-Failed Biddings) in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its Revised Implementing Rules and Regulations on March 27, 2019 for the procurement of the Project;

WHEREAS, the SUPPLIER has submitted the lowest calculated responsive quotation/offer for the Project;

WHEREAS, PAGCOR has accepted the quotation/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:

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PURCHASE CONTRACT - RANGATIRA TRADING CORP.
SUPPLY AND DELIVERY OF 20-FOOTER OFFICE CONTAINER VANS FOR THE BARRACKS OF SECURITY GUARD AND TARU
PERSONNEL ASSIGNED AT PAGCOR COMPLEX (NAYONG PILIPINO) UNDER ITB NO. FB19-00-001CORd-03



VENER B. ARANZASO



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TERMS AND CONDITIONS

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

- The **SUPPLIER** shall undertake the Supply and Delivery of 20-Footer Office Container Vans for the Barracks of Security Guard and TARU Personnel assigned at PAGCOR Complex (Nayong Pilipino) with the following technical specifications:

Quantity / Unit of Measurement	Description	Brand Name
3 Lots	Supply and Delivery of 20-Footer Office Container Vans - Pre-Painted - Condition: Used, Class "B" - With door and glass window - With provision of two (2) holes exhaust fan and one (1) hole windows for air-condition unit - Including trucking rate for loading/unloading of container vans	International Units for Sea Going Containers

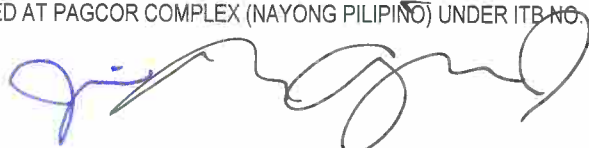
- The total contract price shall be in the amount of **Five Hundred Twenty-Eight Thousand Forty-Eight Pesos (PhP528,048.00)**, VAT Exclusive, Zero-Rated Transaction, with breakdown as follows:

Quantity	Description	Unit Cost (VAT Exclusive, Zero-Rated Transaction)	Total Cost (VAT Exclusive, Zero-Rated Transaction)
3 Lots	Supply and Delivery of 20-Footer Office Container Vans	PhP176,016.00	PhP528,048.00

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 the supply and delivery of said item/s within thirty (30) calendar days from the date of receipt of the winning **SUPPLIER** of the Notice to Proceed. The **SUPPLIER** shall deliver at the PAGCOR Mia Complex, MIA Road, Nayong Pilipino Complex, Pasay City 1301.
- PAGCOR** shall pay the total amount of **Five Hundred Twenty-Eight Thousand Forty-Eight Pesos (PhP528,048.00)**, 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.	Five Hundred Twenty-Two Thousand Seven Hundred Sixty-Seven Pesos and 52/100 (PhP522,767.52)
1% Retention of the items delivered 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).	Five Thousand Two Hundred Eighty Pesos and 48/100 (PhP5,280.48)

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 one (1) year from issuance of the IAR.	Five Hundred Twenty-Eight Thousand Forty-Eight Pesos (PhP528,048.00)
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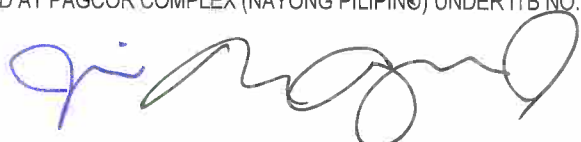
5. The **SUPPLIER** shall complete the supply and delivery of goods within the time agreed by both parties. Should the **SUPPLIER** incur delay in its performance, it shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay. The maximum 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.

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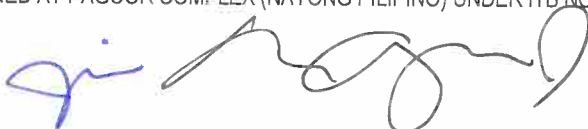
PURCHASE CONTRACT - RANGATIRA TRADING CORP.
 SUPPLY AND DELIVERY OF 20-FOOTER OFFICE CONTAINER VANS FOR THE BARRACKS OF SECURITY GUARD AND TARU
 PERSONNEL ASSIGNED AT PAGCOR COMPLEX (NAYONG PILIPINO) UNDER ITB NO. FB19-00-001CORd-03



VENER. B. ARANZASO



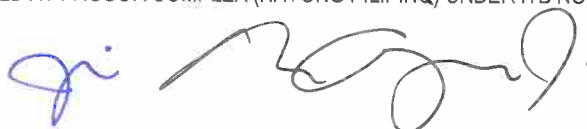
10. This Contract contains all the covenants and stipulations agreed upon by the parties and shall be modified, revised or amended only upon written agreement of both parties.
11. This Contract constitutes the entire contract between the parties pertaining to the subject matter contained in it, and supersedes 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 Request for 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 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 security shall be required from the **SUPPLIER** for a minimum period of **one (1) year** 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 *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 (Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five Percent (5%) Twenty-Six Thousand Four Hundred Two Pesos and 40/100 (PhP26,402.40)
(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.	
(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 Fifty-Eight Thousand Four Hundred Fourteen Pesos and 40/100 (PhP158,414.40)

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 hereto have signed these presents on this _____ day of _____, 2019 at the City of Manila, Philippines.


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

RANGATIRA TRADING CORP.
TIN: 008-547-631-000

Represented by:


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

Represented by:


NELSON S. DUJUNCO, JR.
Operations Manager
TIN: 436-849-543-000

Signed in the presence of:


BRYAN S. SIGALBAL
Senior Procurement Officer


JESSALYN MERCEDES



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
_____ day of _____, 2019, personally appeared:

JUN 12 2019

NAME

GOVERNMENT ID NO.

HERNANDO C. APIGO

PAGCOR ID: 02-0129

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 Company he represents.

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

Doc. No. : 184
Page No. : 37
Book No. : 11
Series of 2019

Stephan
STEPHANIE MARIZ C. KHAN
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. 2018 - 054 / UNTIL DEC.31, 2019
ROLL NO. 70316 /RP CHAPTER MANILA IV
MCLE COMPLIANCE : VFON 012022
MANILA IV - CHAPTER
PTR NO. 0019540/JAN. 11, 2019 /MANILA

[Signature]
VENER B. ARANZASO

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of MAKATI CITY, on this JUN 04 2019 of _____, 2019, personally appeared:

NAME
NELSON S. DUJUNCO, JR.


GOVERNMENT ID NO.

PASSPORT - P/70543A
Issue Date: JAN. 21, 2017
Place of Issue: DFA NOR EAST
Validity Period: JAN. 20, 2022

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

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Page No. : 02
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ATTY OSIAS M. MERIOLES, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2019
PTR NO. 0025587 / 01/03/2019 / MAKATI CITY
IBP NO. 058237 / 01/03/2019
ROLL NO. 52598 / APPT. APPT. NO. M-126

VENER. B. ARANZASO

Standard Form Number: SF-GOOD-36
Revised on: May 24, 2004

AUTHORITY OF SIGNATORY

SECRETARY'S CERTIFICATE

I, **GRACE ANN T. DUGAY** a duly elected and qualified Corporate Secretary of **RANGATIRA TRADING CORP.**, a corporation duly organized and existing under and by virtue of the law of the PHILIPPINES, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on **APRIL 2, 2019** at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that **RANGATIRA TRADING CORP.**, be, as it hereby is, authorized to participate in the bidding of **SUPPLY, DELIVERY OF 20 FOOTER OFFICE CONTAINER VANS FOR THE BARRACKS of SECURITY GUARD AND TARU PERSONNEL ASSIGNED AT PAGCOR COMPLEX (NAYONG PILIPINO) OF PHILIPPINE AMUSEMENT AND GAMING CORPORATION** with ITB NO. **FB19-00-001CORd-03**. by the **PHILIPPINE AMUSEMENT AND GAMING CORPORATION** and that if awarded the project shall enter into a contract with **PHILIPPINE AMUSEMENT AND GAMING CORPORATION** and in connection therewith hereby appoint **NELSON DUJUNCO JR**, acting as duly authorized and designated representatives of **RANGATIRA TRADING CORP.**, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the **CORPORATION** in the bidding as fully and effectively as the **AUTHORIZED REPRESENTATIVE** might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the **CORPORATION** hereby authorizes its **TREASURER** to:

- (1) execute a waiver of jurisdiction whereby the **RANGATIRA TRADING CORP.**, hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the **RANGATIRA TRADING CORP.**, shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said **CORPORATION** this 8th day of April 2019.


GRACE ANN DUGAY
(Corporate Secretary)

PHILIPPINE AMUSEMENT AND GAMING CORPORATION
PAGCOR HOUSE ANNEX (CARMEN BUILDING)
1105 UN AVENUE COR. OROSA ST. ERMITA
MANILA

ITB NO. FB19-00-001CORd-03
SUPPLY AND DELIVERY OF 20-FOOTER
OFFICE CONTAINER VANS

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this 8th day of April 2019 affiant
Exhibited to me his/her **UMID No. 0111-0103361-6**.



ATTY OSIÁS M. MERIOLES, JR.
NOTARY PUBLIC

UNTIL DECEMBER 31, 2019

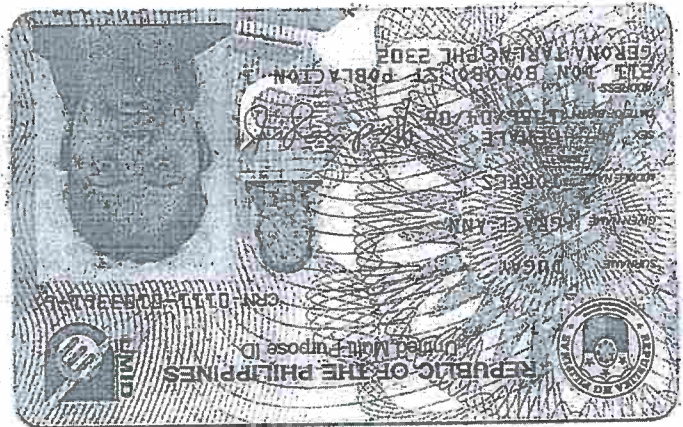
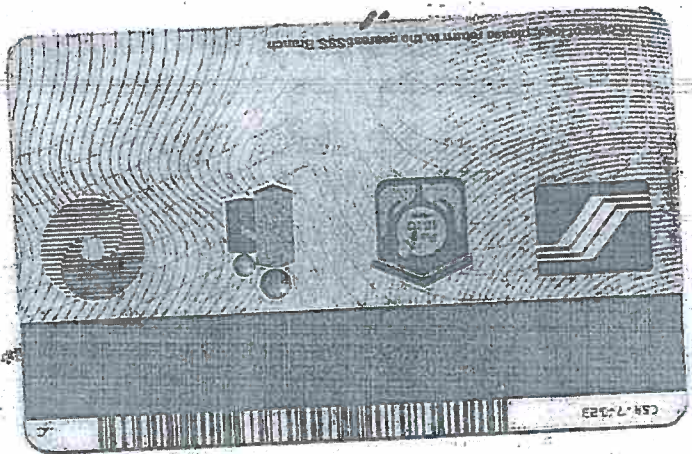
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PTR NO. 0025587 / 01/03/2019 / MAKATI CITY

IBP NO. 058237 / 01/03/2019

ROLL NO. 52598 / APPT. APPT. NO. M-126





W.

CERTIFIED TRUE COPY
OF THE ORIGINAL DOCUMENT
DATE: 07-01-19
WILSON J. [Signature]
ATIRA TRADING CORP.