



Philippine Amusement & Gaming Corporation

A Global Corporation with a Global Mindset and a Filipino Heart

PURCHASE ORDER

P.O. No. 50

Page # 1

Supplier : GPI GAMING PARTNERS INTERNATIONAL
Address : 17 RUE JACQUES GERMAIN ZI BEAUNE-SAVIGNY, 21200 BEAUNE, FRANCE
TIN : 248-898-072-000
VAT : All Items are VAT Exclusive / Zero Rated

SEQ.# 1
PO Date : 10 OCT 2011
ITB Number : 05-11-2011
Buyer Code : EAA

Gentlemen :

Please furnish this Office the following articles subject to the terms and conditions contained herein;

Place of Delivery : PAGCOR WAREHOUSE, IMUS, CAVITE

Payment Term : PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
FMDH52115 1 103007386	FINANCE AND TREASURY DEPT. CHIPS, CASINO CHIPS, VALUE P100 BUD JONES AMERICAN CHIPS VALUE 100	25,000.00	FC	us\$ 1.37	us\$ 34,250.00
2 103007425	CHIPS, AMERICAN CHIPS 39MM BUD JONES AMERICAN CHIPS VALUE 10	50,000.00	FC	1.17	58,500.00
FMDH52102 3 103007484	FINANCE AND TREASURY DEPT. CHIPS, BG AMERICAN CHIP 1,000 45MM BROWN BG AMERICAN CHIPS VALUE 1,000 (BROWN)	7,000.00	FC	2.29	16,030.00
4 103007485	CHIPS, BG AMERICAN CHIP 1,000 45MM YELLO BG AMERICAN CHIPS VALUE 1,000 (YELLOW)	10,000.00	FC	2.25	22,500.00
5 103007489	CHIPS, BJ AMERICAN CHIP 1,000 43MM ORANG BUD JONES AMERICAN CHIPS VALUE 1,000	12,000.00	FC	1.49	17,880.00

--- NOTHING FOLLOWS ---

Attachment: BUDGET, RV, CASF, AWARD OF CONTRACT, NOTICE OF AWARD

Remarks : REGULAR PESO AMERICAN CHIPS

SUB-TOTAL :	us\$ 149,160.00
TOTAL :	149,160.00
LESS DISCOUNT :	
CHARGE :	11,238.00
GRAND TOTAL :	us\$ 160,398.00

Total Amount in Words: ONE HUNDRED SIXTY THOUSAND THREE HUNDRED NINETY EIGHT US\$ ONLY



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Page # 2

Supplier : GPI GAMBING PARTNERS INTERNATIONAL
Address : 17 RUE JACQUES GERMAIN ZI BEAUNE-SAVIGNY, 21200 BEAUNE, FRANCE
TIN : 248-898-072-000
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PO Date : 10 OCT 2011
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TERMS AND CONDITIONS OF PURCHASE

- > Delivery must be in accordance with the date specified in the Notice to Proceed.
 - > 1/10 of 1% of the amount of the goods not delivered on the stipulated date will be deducted from the total amount involved for each day of delayed delivery.
 - > Items delivered are subject to inspection and acceptance by Property Management Unit.
 - > Please attach original copy of Sales Invoice, Delivery Receipt, Warranty Certificate and Purchase Order upon delivery.
- "This is to certify that the procurement for the items contained in this Purchase Order is in accordance with Republic Act No. 9184, its Implementing Rules and Regulations and other applicable laws".
- Limited Source Bidding (Selective Bidding)
 - Direct Contracting (Single Source Procurement)
 - Public Bidding
 - Negotiated Procurement
 - Shopping

[Signature]
Signature Over Printed Name of Supplier

Recommended by:
[Signature]
JORGE V. SARMIENTO
PRESIDENT AND COO

: Funds Available
: VIDAL T. CABIGON JR.
: AMP/SA Acctg Dept/Section:
: Budget Authorization No. 1102200 Amount 7,217,910-

Approved By:
CRISTINO L. NAGLIAT JR
CHAIRMAN AND CEO

ANNEX "A": TERMS AND CONDITIONS


1. The total price stated in the PO already includes all applicable taxes, fees and charges required by the government. **GAMING PARTNERS INTERNATIONAL, S.A.S** holds PAGCOR free from liability for any or all taxes arising out of this transaction.

The prices herein agreed shall not be subject to any increase or upward adjustment for any reason or cause whatsoever.

2. **GAMING PARTNERS INTERNATIONAL, S.A.S** shall complete the supply and delivery of the goods within the time prescribed in the PO. Should **GAMING PARTNERS INTERNATIONAL, S.A.S** 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 undelivered goods 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 **GAMING PARTNERS INTERNATIONAL, S.A.S** still fails to deliver the item after the lapse of 30 days from the supposed date of delivery, in addition to the forfeiture of the bond and the penalties agreed upon, PAGCOR shall have the option to terminate the purchase.


3. In the event that **GAMING PARTNERS INTERNATIONAL, S.A.S** fails to comply with its undertakings under this PO, PAGCOR shall be released from its obligations without prejudice to its rights of restitution, recovery and damages.
4. In the event that the facts and circumstances arise or are discovered which renders this PO 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.
5. No terms or conditions of this PO shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party affected.
6. The obligations under this PO 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 PO or any interest in it may not be assigned without the prior written consent of the other party.
7. This PO 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.
8. This PO 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 PO shall be binding UNLESS executed in writing by the parties. No waiver of any of the provisions of this PO shall be deemed, or shall constitute, a waiver of any other provision, whether similar or not similar, nor shall


Authorized Signatory of GAMING PARTNERS
INTERNATIONAL, S.A.S.

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Purchase Order: 50

Supply and Delivery of Additional Regular Peso American Chips
ITB No. 05-11-2011



any waiver constitute a continuing waiver. No waiver shall be binding UNLESS in writing and signed by the party making the waiver.

9. The relationship between the parties shall be limited to the performance of the terms and conditions of this PO. 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 in 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.
10. 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 PO, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this PO in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this PO in its entirety or in part.
11. GAMING PARTNERS INTERNATIONAL, S.A.S hereby further warrants and represents that:

a. The goods and specifications shall be described as follows:

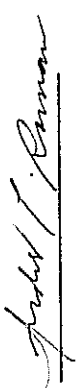
Quantity	Technical Description
10,000 pcs.	BG American Chips – value 1000 (yellow); 45mm – heavy weight; 3 injected colours; JAV 83 R, 55/67/61; value on the rim: 1000; decal overlay with 2 printed colours (gold/UV, black); 2 identical sides (Casino Filipino, 1000, Philippines)
7,000 pcs.	BG American chips – value 1000 (brown); 45mm – heavy weight; 3 injected colours; JAV 83 R, 88/69/59, standard edge design; value on the rim: 1000 x 4; central decal overlay with 2 printed colours (black, gold/UV); 2 identical sides (Casino Filipino, 1000, Philippines)
12,000 pcs.	Bud Jones American chips – value 1000 (orange); 43mm – type V7#2 – style DCN; 3 x injected colours: A=31 warm red / B=40 dark blue / C=24 gold; coin look-alike decals – transfer print – 2 identical sides
25,000 pcs.	Bud Jones American chips – value 100; 39mm – type V7#2 – style FCI; 3 x injected colours: A=24 gold / B=44 brown / C=19 lime; UV in 44 dark brown standard (F.O.C.); coin look-alike decals – transfer print – 2 identical sides
50,000 pcs.	Bud Jones American chips – value 10; 39mm – type V7#2 – type BBC; 2 x injected colours: A=11 ivory / B=12 sky blue, UV in sky blue standard (F.O.C.); coin look-alike decals – transfer print – 2 identical sides

Notes:

- All items shall be shipped by air.
- The winning bidder shall submit the artworks of the chips, for review by the end-user prior to mass production.

Page 2 of 6 of Annex "A"
Purchase Order: 50

Supply and Delivery of Additional Regular Peso American Chips
ITB No. 05-11-2011


Authorized Signatory of GAMING PARTNERS
INTERNATIONAL, S.A.S.



3. The quotation shall be CIF-Manila and VAT-exclusive, zero-rated transaction.
4. An allowance for packing charges, freight, handling and insurance to CIF-Manila shall be included in the total price.
5. For payments through the Letter of Credit, the charges for the opening of the said LC shall be for the account of CONTRACTOR.

b. It has good title to the goods described in the PO, 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 chips shall have a warranty of six (6) months from the date of acceptance.

f. PAGCOR accepts no liability for the damage of the goods during transit, risk and title 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.

h. **GAMING PARTNERS INTERNATIONAL, S.A.S** shall obtain all corporate authorizations and approvals appropriate and necessary for the execution of this Agreement and for the performance of its Attorney-In-Fact:

1. To sign this Agreement for and in behalf of CONTRACTOR

2. To act as **GAMING PARTNERS INTERNATIONAL, S.A.S'** Resident Agent in the Philippines, with authority to receive for and on behalf of CONTRACTOR notices, judicial summons, orders or processes. Any act of the Resident Agent in connection with or by virtue of this Agreement shall be binding upon the CONTRACTOR.

i. In cases wherein an additional expense is to be incurred due to delivery of sub standard quality items that are non compliant with the agreed specifications, such expense to reproduce items to agreed specifications and quality shall be at the expense of the supplier.

j. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by **GAMING PARTNERS INTERNATIONAL, S.A.S.**, a warranty shall be required from it for a minimum period of three (3) months after performance of the contract.

The obligation for the warranty shall be covered by either Retention Money equivalent to at least ten percent (10%) of every progress payment or a special bank guarantee equivalent to at least 10% of the total contract price.


The said amounts shall only be released after the lapse of the warranty period provided, however that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met.

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Purchase Order: 50

Supply and Delivery of Additional Regular Peso American Chips

ITB No. 05-11-2011


Authorized Signatory of GAMING PARTNERS
INTERNATIONAL, S.A.S.

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In addition, the goods shall have a warranty of three (3) months from date of acceptance by PAGCOR without prejudice to foregoing warranties.

12. Contract Time: The delivery of the items described under item a. to the Ninoy Aquino International Airport (NAIA) shall be within sixty (60) calendar days from receipt of Notice to Proceed. The chips shall be subject to the approval and acceptance of PAGCOR.

13. Contract Amount: The total price for the Supply and Delivery of Additional Regular Peso American Chips stated in the PO, shall be in the amount of **US DOLLARS ONE HUNDRED SIXTY THOUSAND THREE HUNDRED NINETY EIGHT AND 00/100 (US\$160,398.00)**, CIF Manila, VAT-Exclusive, Zero-Rated transaction. The break-down are as follows:

Quantity	Technical Description	Unit Cost	Total Cost
10,000 pcs.	Value 1,000 BG American chips	US\$2.25	US\$22,500.00
7,000 pcs.	Value 1,000 BG American chips	US\$2.29	US\$16,030.00
12,000 pcs.	Value 1,000 Bud Jones American Chips	US\$1.49	US\$17,880.00
25,000 pcs.	Value 100 Bud Jones American Chips	US\$1.37	US\$34,250.00
50,000 pcs.	Value 10 Bud Jones American Chips	US\$1.17	US\$58,500.00
Packing Charges			US\$1,817.00
Transport, air freight and insurance charges			US\$9,421.00
GRAND TOTAL COST, CIF-Manila, VAT-exclusive, zero-rated transaction			US\$160,398.00

Both parties agree that the total price stated herein already includes all applicable taxes, fees and charges required by the government. Supplier holds PAGCOR free from liability for any or all taxes arising out of this transaction.

The prices herein agreed shall not be subject to any increase or upward adjustment for any reason or cause whatsoever for the duration of the Contract.

14. Schedule of payment: Payment of the purchase price, in US Dollars, CIF-Manila, VAT exclusive, zero-rated transaction, shall be via **Telegraphic Transfer**, based on the following schedules:

a. 90% of the total contract price upon completion of supply and delivery subject to PAGCOR's acceptance in writing of the items described in the PO and submission of shipping documents	US\$144,358.20
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Arnel P. Roman
 Authorized Signatory of GAMING PARTNERS
 INTERNATIONAL, S.A.S.

Handwritten marks: a checkmark and a signature-like mark.

10% Retention of the total contract price to be paid after three (3) months from the formal acceptance, if and when no patent and latent defects are noted, or after consumption, whichever comes earlier	US\$16,039.80
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Or,

b. 100% of the total contract price to be paid after performance of the contract, 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 in writing and upon submission of a Special Bank Guarantee equivalent to at least 10% of the total contract price valid for three (3) months	US\$160,398.00
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Bank Details:

Bank Reference: CIC LYONNAISE DE BANQUE – 9, rue Marey – 21200 Beaune
 Bank Code: 10096
 Branch Code: 18548
 Account No.: 00022742001
 BIC Swift Code: CMCIFRPP
 IBAN: FR7610096185480002274200154


The CONTRACTOR shall present the following documents to process payment:

- a. Certificate of Acceptance by PAGCOR of the items duly certified as having conformed to the technical specifications prescribed by PAGCOR
- b. Other shipping documents such as but not limited to the following
 - b.1 Commercial Invoice
 - b.2 Origin Clean Bill of Lading
 - b.3 Packing List
 - b.4 Certificate of Origin

PAGCOR shall secure the necessary approval to effect payment in foreign currency from appropriate government agencies, including the Bangko Sentral ng Pilipinas.

Payment via **GAMING PARTNERS INTERNATIONAL, S.A.S** shall be made to CONTRACTOR upon presentation of the receipt and certificate of acceptance by PAGCOR's authorized representative covering each shipment. PAGCOR shall have a maximum period of fifteen (15) working days upon receipt of the items from the forwarder within which to determine to its satisfaction, the condition of the Additional Regular Peso and Dollar Chips and to acknowledge receipt.

Taxes and customs duties shall be for the account of PAGCOR, except taxes, if any, that may be imposed by the foreign taxing authorities and bank charges relating to the Telegraphic Transfer shall be for the account of CONTRACTOR.


 Authorized Signatory of GAMING PARTNERS INTERNATIONAL, S.A.S.

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The cost of the following shall be for the account of the CONTRACTOR:

1. Deliveries by airfreight;
2. Rejected chips and its delivery.

15. Performance Security: To guarantee the faithful performance of GAMING PARTNERS INTERNATIONAL, S.A.S obligations under this annex, it shall post a Performance Security prior to the execution of this PO, in accordance with any of the following schedule:

Form of Security	Minimum Amount in Percentage of Total Contract Price
Cash or cashier's/manager's check, issued by a Universal or Commercial Bank in the Philippines	Five Percent (5%) US\$8,019.90
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank in the Philippines If issued by a foreign bank, this shall be confirmed or authenticated by a Universal or Commercial Bank in the Philippines	
Surety Bond (which is acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission in the Philippines.	Thirty Percent (30%) US\$48,119.40
Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

15. This Annex shall form part of PO # 50.


 ANDRES P. ROMAN / 12/21/2011

 Signature over printed Name of Supplier/Date