



Philippine Amusement & Gaming Corporation

A Global Corporation with a Global Mindset and a Filipino Heart

PURCHASE ORDER

Address: PAGCOR PHILIPPINE CORPORATION
 Address: 770 P.O. BOX 11, MAKATI CITY
 TEL: 000-167-318-000
 FAX: 000-167-318-000

PO Date: 7 MAR 2012
 OTG Number: 01-01-2012022
 Buyer Code: 1000

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

Place of Delivery: BT-HERITAGE

Payment Term: PER ORDER

Item No.	Description	Quantity	Unit	Unit Cost	Amount
1	DIGITAL FLAM PAPER CARRIER	1.00	UNIT	137,000.00	137,000.00
2	DIGITAL FLAM PAPER CARRIER	1.00	UNIT	137,000.00	137,000.00

--- M O D E L I N G F O L L O W S ---

Attachment: SUBJECT, BY, DATE, NUMBER OF COPIES, TITLE OF ORDER, ABSTRACT

SUB-TOTAL	264,000.00
TOTAL	264,000.00
LESS PERCENT	
DISCOUNT	
GRAND TOTAL	264,000.00

Remarks: SWAG EXCLUSIVE

Total Amount in Words: TWO HUNDRED SIXTY FOUR THOUSAND (P264,000) ONLY

TERMS AND CONDITIONS OF PURCHASE

- Delivery must be in accordance with the date specified in the Notice to Proceed.
- 100% of 1% of the amount on 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. 9154, its Implementing Rules and Regulations, and other applicable laws.
- 1. Limited Source Bidding (Exclusive Bidding)
- 2. Direct Contracting (Single Source Procurement)

Signature: *MARIE T. CARPEN* 3/28/12
 Signature Over Printed Name of Supplier

Approved By: *[Signature]*
 JORGE Y. SAMPANON
 PRESIDENT AND CEO

Approved By: *[Signature]*
 CROSTON L. MAGSAYSAN, JR.
 CHIEF FINANCIAL OFFICER

Funds Available: _____
 Budget Authorization No. *HEP 1100 00050* Amount *264,000*

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. Philcopy Corporation 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. Philcopy Corporation shall complete the supply and delivery of the goods within the time prescribed in the PO. Should Philcopy Corporation 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 Philcopy Corporation 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 Philcopy Corporation 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 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. Philcopy Corporation hereby further warrants and represents that:

a. The goods and specifications shall be as described under the PO.

Lot	Qty	Description	Total per Lot
Lot 1	2	Copying Machine	Php264,000.00

- 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 defective items shall be replaced within seven (7) days upon receipt of notice. Failure to replace the same within the same period shall make Philcopy Corporation liable for a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered item for each day of delay.
- e. 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.
- 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 Philcopy Corporation, a warranty shall be required from it for a minimum period of three (3) months after performance of the contract.
- h. 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.
- i. 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.
- j. In addition, the goods shall have a warranty of one (1) year from the date of acceptance, without prejudice to foregoing warranties.

MARITES J. CARPENA
Signature over Printed Name of Supplier

12. Schedule of payment: PAGCOR shall pay the total amount of **Two Hundred Sixty Four Thousand Pesos and 00/100 (P 264,000.00)**, VAT Exclusive, Zero Rated transaction, based on any of the following:

- 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. 237,600.00
- 10% Retention of the total amount to be paid after three (3) months from the formal acceptance, if and when no latent defects are noted or after consumption, whichever comes first. 26,400.00

-or -

100% of the total contract price to be paid after performance of the contract, provided that the items 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. 264,000.00

TOTAL

13. Performance Security: To guarantee the faithful performance of Philcopy Corporation obligations under this, it shall post a Performance Security prior to the execution of this PO, in accordance with any of the following schedule:

Form of Security	Amount in Percentage of Total Contract Price
Cash, cashier's/manager's check, bank draft/guarantee confirmed by a Universal or Commercial Bank	Five Percent (5%) P 13,200.00
Irrevocable letter of credit issued by a Universal or Commercial Bank	
Surety Bond (which is acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission.	Thirty Percent (30 %) P 79,200.00

14. This Annex shall form part of PO No. 32018


MARITES P. CAMPENA

Signature over printed Name of Supplier