



**Philippine Amusement and Gaming Corporation**  
*A Sure Bet for Progress in Gaming, Entertainment and Nation Building*

**PURCHASE ORDER**

Page # 1  
 Supplier : CPPI CONSOLIDATED PAPER PRODUCTS, I  
 Address : 14 NARCISO ST., EAST CANTUAY, VALENZUELA CITY  
 TIN : 000-299-135-000  
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 126  
 SER.# 9  
 PO Date : 21 JUN 2012  
 ITB Number : 04-01-2012  
 Buyer Code : SOT

Gentlemen :

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

Place of Delivery : PAGCOR, IMUS, WAREHOUSE

Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
FMDW62761	PGSD - STOCK REPLENISHMENT				
1 103004002	RECEIPT, CONTINUOUS SLOT MACHINE RECEIPT	860,000.00	SETS	.34	292,400.00
FMDW65447	PGSD - STOCK REPLENISHMENT				
2 103004002	RECEIPT, CONTINUOUS SLOT MACHINE RECEIPT	860,000.00	SETS	.34	292,400.00
FMDW65448	PGSD - STOCK REPLENISHMENT				
3 103004002	RECEIPT, CONTINUOUS SLOT MACHINE RECEIPT	860,000.00	SETS	.34	292,400.00
FMDW65449	PGSD - STOCK REPLENISHMENT				
4 103004002	RECEIPT, CONTINUOUS SLOT MACHINE RECEIPT	860,000.00	SETS	.34	292,400.00
FMDW65450	PGSD - STOCK REPLENISHMENT				
5 103004002	RECEIPT, CONTINUOUS SLOT MACHINE RECEIPT	860,000.00	SETS	.34	292,400.00
FMDW65451	PGSD - STOCK REPLENISHMENT				
6 103004002	RECEIPT, CONTINUOUS SLOT MACHINE RECEIPT	860,000.00	SETS	.34	292,400.00
FMDW65452	PGSD - STOCK REPLENISHMENT				
7 103004002	RECEIPT, CONTINUOUS SLOT MACHINE RECEIPT	860,000.00	SETS	.34	292,400.00
FMDW65453	PGSD - STOCK REPLENISHMENT				
8 103004002	RECEIPT, CONTINUOUS SLOT MACHINE RECEIPT	840,000.00	SETS	.34	285,600.00
- - - NOTHING FOLLOWS - - -					

Attachments: BUDGET, RV, CASF, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT

Remarks :

SUB-TOTAL : 2,332,400.00  
 TOTAL : 2,332,400.00  
 LESS DISCOUNT :  
 CHARGE :  
 GRAND TOTAL : 2,332,400.00

Total Amount in Words: TWO MILLION THREE HUNDRED THIRTY TWO THOUSAND FOUR HUNDRED PESOS ONLY

Purchase Order No. 126  
(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. **CONSOLIDATED PAPER PRODUCTS, INCORPORATED** 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. **CONSOLIDATED PAPER PRODUCTS, INCORPORATED** shall complete the *supply and delivery*, of the goods within the time prescribed in the PO. Should **CONSOLIDATED PAPER PRODUCTS, INCORPORATED** incur delay in its performance, it shall pay liquidated damages in the amount of at least 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 **CONSOLIDATED PAPER PRODUCTS, INCORPORATED** still fails to deliver the item after the lapse of thirty (30) calendar 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 purchase.

3. In the event that **CONSOLIDATED PAPER PRODUCTS, INCORPORATED** 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 rights or 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.

Signature over Printed Name of Supplier

Gene C. Ong

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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. **CONSOLIDATED PAPER PRODUCTS, INCORPORATED** hereby further warrants and represents that:
  - a. The goods and specifications shall be described as follows:

Signature over printed Name of Supplier  
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	<b>DESCRIPTION</b>
6,860,000 sets	Continuous Slot Machine Receipt Size: 5-1/2"x8-1/2", (Exclusive Perforated Areas) Carbonless Paper (White & Yellow) 60 GSM 2 ply, 1-color-print Pre-numbered with perforation Start of series number to be provided to winning bidder Packaging : 2000 sets/box Corrugated box with number series at box  <b>As Per Sample</b>

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*GEMMA J. MC*  
Signature over printed Name of Supplier

- 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 7 days upon receipt of notice. Failure to replace the same within the same period shall make **CONSOLIDATED PAPER PRODUCTS, INCORPORATED** 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 **CONSOLIDATED PAPER PRODUCTS, INCORPORATED** a warranty shall be required from it for a minimum period of three (3) months after performance and acceptance 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 ten percent (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. The goods shall have a warranty of three (3) months from the date of acceptance of specified items in the Purchase Order, without prejudice to manufacturer's warranty.

The 6,860,000 sets Continuous Slot Machine Receipts shall be delivered at PAGCOR Warehouse, Imus, Cavite under the following delivery schedules:

1 <sup>st</sup> delivery, 1,144,000 sets	-	15 calendar days from the effectivity date specified in the Notice to Proceed (NTP)
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2 <sup>nd</sup> delivery, 1,144,000 sets	-	75 calendar days from the effectivity date specified in the Notice to Proceed (NTP) or upon advise of end-user
3 <sup>rd</sup> delivery, 1,144,000 sets	-	135 calendar days from the effectivity date specified in the Notice to Proceed (NTP) or upon advise of end-user
4 <sup>th</sup> delivery, 1,144,000 sets	-	195 calendar days from the effectivity date specified in the Notice to Proceed (NTP) or upon advise of end-user
5 <sup>th</sup> delivery, 1,144,000 sets	-	255 calendar days from the effectivity date specified in the Notice to Proceed (NTP) or upon advise of end-user
6 <sup>th</sup> delivery, 1,140,000 sets	-	315 calendar days from the effectivity date specified in the Notice to Proceed (NTP) or upon advise of end-user

12. Schedule of payment: PAGCOR shall pay in a progressive/partial billing the total amount of Two Million Three Hundred Thirty Two Thousand Four Hundred Pesos (Php 2,332,400.00), VAT exclusive, zero rated transaction, based on any of the following:

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.

DESCRIPTION	DELIVERY SCHEDULE	90% PAYMENT
6,860,000 sheets	1 <sup>st</sup> delivery – 1,144,000 sheets	₱ 350,064.00
	2 <sup>nd</sup> delivery - 1,144,000 sheets	₱ 350,064.00
	3 <sup>rd</sup> delivery – 1,144,000 sheets	₱ 350,064.00
	4 <sup>th</sup> delivery – 1,144,000 sheets	₱ 350,064.00
	5 <sup>th</sup> delivery – 1,144,000 sheets	₱ 350,064.00
	6 <sup>th</sup> delivery – 1,140,000 sheets	₱ 348,840.00
	<b>TOTAL</b>	<b>₱ 2,099,160.00</b>

B. 10% Retention per completed staggered delivery to be paid after three (3) months from the formal acceptance, if and when no patent and latent defects are noted

DESCRIPTION	DELIVERY SCHEDULE	10% PAYMENT
6,860,000 sheets	1 <sup>st</sup> delivery – 1,144,000 sheets	₱ 38,896.00
	2 <sup>nd</sup> delivery - 1,144,000 sheets	₱ 38,896.00
	3 <sup>rd</sup> delivery – 1,144,000 sheets	₱ 38,896.00
	4 <sup>th</sup> delivery – 1,144,000 sheets	₱ 38,896.00
	5 <sup>th</sup> delivery – 1,144,000 sheets	₱ 38,896.00
	6 <sup>th</sup> delivery – 1,140,000 sheets	₱ 38,760.00

	<b>TOTAL</b>	<b>₱ 233,240.00</b>
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OR;

100% per completed staggered delivery to be paid per completed staggered delivery, 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 of the items described in the PO and upon submission of a Special Bank Guarantee at least 10% of the total amount valid for three (3) months.

DESCRIPTION	DELIVERY SCHEDULE	100% PAYMENT
6,860,000 sheets	1 <sup>st</sup> delivery – 1,144,000 sheets	₱ 388,960.00
	2 <sup>nd</sup> delivery - 1,144,000 sheets	₱ 388,960.00
	3 <sup>rd</sup> delivery – 1,144,000 sheets	₱ 388,960.00
	4 <sup>th</sup> delivery – 1,144,000 sheets	₱ 388,960.00
	5 <sup>th</sup> delivery – 1,144,000 sheets	₱ 388,960.00
	6 <sup>th</sup> delivery – 1,140,000 sheets	₱ 387,600.00
	<b>TOTAL</b>	<b>₱ 2,332,400.00</b>

Signature over printed Name of Supplier

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13. Performance Security: To guarantee the faithful performance of **CONSOLIDATED PAPER PRODUCTS, INCORPORATED** 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
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.	Five Percent (5%) Php 116,620.00
c) Surety bond (which is acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%) Php 699,720.00

*Handwritten initials*

*Handwritten mark*

d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security
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14. This Annex A, consisting of Six (6) pages, shall form part of PO # 126.

GENME G. OM      Jul 14, 2012  
**Signature over printed Name of Supplier/Date**

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