



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

IN 4410

PURCHASE ORDER

Page # 1

Supplier : ADCOMP ADVANCE COMPUTER FORMS, INC.
 Address : BRGY. 163 ZONE 14 M. BARTOLOME ST., STA. QUITERIA EXT, CALOOCAN CITY
 TIN : 002-925-923-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 130

SEQ.# 1
 PO Date : 28 JUN 2012
 ITB Number : 05-13-2012
 Buyer Code : JJJ

Gentlemen :

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

Place of Delivery : PAGCOR INUS COMPLEX

Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
FMDH63384 1 101022104	MKTG. & CUSTOMER RELATIONS DEF TICKETS GOLD TICKETS; SIZE:3"X5"; BOOKPAPER 100GSM W/PERFORATION UV PRINTING AND MICROPRINT	905,000.00	PC	.21	190,050.00

--- NOTHING FOLLOWS ---

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

SUB-TOTAL :	190,050.00
TOTAL :	190,050.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	190,050.00

Remarks : STAGGERED DELIVERIES AS PER PURCHAS
 ORDER-ANNEX A (TERMS & CONDITI

Total Amount in Words: ONE HUNDRED NINETY THOUSAND FIFTY PESOS ONLY

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) Public Bidding
 Direct Contracting (Single Source Procurement) Negotiated Procurement Shopping
 Signature Over Printed Name of Supplier: Christine Meer A. Uy 7/11/12

Recommended by:

MA. REINA G. CARREDON
 OFFICER-IN-CHARGE, PD

Approved By:

JORGE V. SARNIENTO
 PRESIDENT AND COO

Funds Available
 Budget Authorization No.

VIDAL T. CABIGON JR.
 AV/SA Acctg Dept/Section:
 Amount 190,050-

PARTIAL DELIVERY : QUANTITY 30,000 pcs.

APPROVED BY:

MA. REINA G. CARREDON, OIC, PD

Purchase Order No. 130

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. **ADVANCE COMPUTER FORMS, INC.** 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. **ADVANCE COMPUTER FORMS, INC.** shall complete the *supply and delivery of 905,000 Gold Raffle Tickets for PAGCOR's National Cash or Car Raffle Promo 2* of the goods within the time prescribed in the PO. Should **ADVANCE COMPUTER FORMS, INC.** 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 **ADVANCE COMPUTER FORMS, INC.** 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 **ADVANCE COMPUTER FORMS, INC.** 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.
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.

Christine Mee A. Uy
Signature over printed Name of Supplier

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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. **ADVANCE COMPUTER FORMS, INC.** hereby further warrants and represents that:

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

905,000 pcs.	Gold Raffle Tickets
	Size: 3"x 5" x 1-ply
	Material: Bookpaper 100gsm with perforation
	Color/ print: Four color printing
	Serial number: 8 digits, pre-numbered
	Security Features: Microprint; UV printing;
	*actual design of tickets will be coordinated with the end-user
	Packaging: 100pcs per pad, 50 pads in 1 box (5,000 pcs per box)

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.

Christine River A. Uy

Signature over printed Name of Supplier

Christina Noel A. Uy

Signature over printed Name of Supplier

- 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. **ADVANCE COMPUTER FORMS, INC.** likewise agrees to hold PAGCOR free and harmless from any and all claims for copyright or trademark infringement, and other violations of intellectual property rights by any person or entity against PAGCOR arising out of any act or omission of in performing its printing services.
- 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 **ADVANCE COMPUTER FORMS, INC.** 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, including Sundays and Holidays.
- 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 **ADVANCE COMPUTER FORMS, INC.**, 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 ten percent (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.

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.

- 12. Confidentiality and Liability for Unauthorized Disclosures: All information disclosed to **ADVANCE COMPUTER FORMS, INC.** arising out of or in relation to the printing services herein is confidential in nature. **ADVANCE COMPUTER FORMS, INC.** shall not print, disclose, or distribute any raffle ticket or any related information, or permit others to do the same for any purpose other than for delivery to PAGCOR. **ADVANCE COMPUTER FORMS, INC.** shall be solidarily liable to PAGCOR for unauthorized disclosures made by its officers, employees, agents and other persons acting on its behalf.
- 13. Schedule of payment: PAGCOR shall pay the total amount of **One**

Handwritten initials and marks at the bottom left of the page.

Hundred Ninety Thousand Fifty Pesos (PhP 190,050.00), 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. 171,045.00
- 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. 19,005.00

- 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. 190,050.00

TOTAL 190,050.00

13. Performance Security: To guarantee the faithful performance of **ADVANCE COMPUTER FORMS, INC.** 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	Percentage of Total Contract Price	Amount
Cash, cashier's/manager's check, bank draft/guarantee confirmed by a Universal or Commercial Bank. Irrevocable letter of credit issued by a Universal or Commercial Bank	Five Percent (5%)	NINE THOUSAND FIVE HUNDRED TWO PESOS AND 50/100 <u>PhP 9,502.50</u>
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%)	FIFTY SEVEN THOUSAND FIFTEEN PESOS <u>PhP 57,015.00</u>

14. This Annex A, consisting of four (4) pages, shall form part of PO # 130.

Christian Deer A. Uy 7/11/12

Signature over printed Name of Supplier/Date

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