



# Philippine Amusement & Gaming Corporation

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

## PURCHASE ORDER

Page # 1

Supplier : SANMIG SAN MIGUEL FOODS, INC.-SAN MIG  
Address : 19 GEN. ATIENZA ST., SAN ANTONIO VILLAGE, PASIG CITY  
TIN : 000-275-554-056  
VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 214

SER.# 1  
PO Date : 27 NOV 2012  
ITB Number : 10-36-2012  
Buyer Code : JSB

Gentlemen :

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

Place of Delivery : VIGAN WAREHOUSE, PARANAQUE

Payment Term : PER ANNEX A

| Itemcode :              | Description                    | Quantity | Unit | Unit Cost | Amount     |
|-------------------------|--------------------------------|----------|------|-----------|------------|
| FMDH68139               | COMMUNITY RELS.& SERVICES DEPT |          |      |           |            |
| 1 118002020             | CHEDDAR CHEESE 450GRAMS/BOX    | 2,147.00 | PC   | 88.34     | 189,665.98 |
| 2 118002021             | HAM 350GRAMS/CAN               | 4,294.00 | CAN  | 46.06     | 197,781.64 |
| --- NOTHING FOLLOWS --- |                                |          |      |           |            |

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

|                 |            |
|-----------------|------------|
| SUB-TOTAL :     | 387,447.62 |
| TOTAL :         | 387,447.62 |
| LESS DISCOUNT : |            |
| CHARGE :        |            |
| GRAND TOTAL :   | 387,447.62 |

Remarks :

Total Amount in Words: THREE HUNDRED EIGHTY SEVEN THOUSAND FOUR HUNDRED FORTY SEVEN PESOS AND 62/100 CN

### 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 (SSVP) !! Shopping

*Carl Anthony P. Oracion*  
Signature Over Printed Name of Supplier

Recommended by:

*Kathleen G. Delantar*  
KATHLEEN G. DELANTAR  
AM, BSU, PD

: Funds Available

:  
: Budget Authorization No. 120915486

*Vidal T. Carigon Jr.*  
VIDAL T. CARIGON JR.

AMP/SA Accto Dept/Sections

Amount 387,447.62

Approved By:

*Ma. Regina G. Carreon*  
MA. REGINA G. CARREON  
AMP, PD

11/28

**Purchase Order No. 214**  
**Annex A – Terms and Conditions**

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1. The total price stated in the Purchase Order (PO) already includes all applicable taxes, fees and charges required by the government. **San Miguel Integrated Sales** 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. **San Miguel Integrated Sales** shall complete the *supply and delivery* of the goods within the time prescribed in the PO. Should **San Miguel Integrated Sales** 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 **San Miguel Integrated Sales** still fails to deliver the item after the lapse of seven (7) calendar days from the supposed date of delivery, in addition to the penalties agreed upon, PAGCOR shall have the option to terminate the purchase.

3. In the event that **San Miguel Integrated Sales** 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.
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

*C. Pracion*  
*Carl Anthony P. Pracion*  
Signature over printed Name of Supplier

ANNEX "A" OF P.O. NO. 214

Supply and Delivery of Ingredients for Ham and Cheese under ITB No. 10-36-2012

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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. **San Miguel Integrated Sales** hereby further warrants and represents that:
  - a. The goods and specifications shall be described as follows:

| LOT | QUANTITY  | DESCRIPTION   |
|-----|---|---|
| 1   | Two Thousand One Hundred Forty-Seven (2,147) pieces | <b>Cheddar Cheese</b><br>450grams / pack<br>Processed Filled Cheese Spread; water vegetable oil (may contain one or more of the following oils: coconut oil, palm oil), natural cheese, milk protein, buttermilk powder, food starches, emulsifiers, iodized salt, acetic acid, wheat protein, calcium phosphate, sugar, preservative, iron pyrophosphate, vitamin A palmitate, vitamin B2 and potassium iodate |
| 2   | Four Thousand Two Hundred Ninety-Four (4,294) cans  | <b>Ham</b><br>350grams / can<br>Chinese Style Luncheon Meat<br>Beef and pork, chicken and/or turkey meat, water, starches, flour, vegetable proteins, iodized salt, sugar, spices, natural flavors, phosphates, monosodium glutamate, sodium erythorbate, sodium nitrate, artificial food color and Vit. A Palmitate  |

Expiry Date: Minimum of one (1) year from the date of the delivery and acceptance

*C. Juan*  
*Carl Anthony P. Oracion*  
Signature over printed Name of Supplier

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- 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) calendar days upon receipt of notice. Failure to replace the same within the same period shall make **San Miguel Integrated Sales** 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 **San Miguel Integrated Sales**, a warranty shall be required from it for a minimum period of three (3) months after performance and acceptance of the contract.
  - h. In addition, 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. Schedule of payment: PAGCOR shall pay in the total amount **Three Hundred Eighty-Seven Thousand Four Hundred Forty-Seven Pesos and 62/100 (PhP 387,447.62)**, VAT Exclusive, Zero Rated Transaction upon completion of the supply and delivery of the items and upon PAGCOR's issuance of Final Certificate of Acceptance.
13. This Annex A, consisting of three (3) pages, shall form part of PO # 214.

*C. Juan*  
*Carl Anthony P. Dracim*  
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Signature over printed Name of Supplier/Date