



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

PURCHASE ORDER

5441

Page # 1

Supplier : TANDER TANDER ENTERPRISE
 Address : UNIT 1104 TOWER B ANTEL SEAWIEW TOWERS CONDOMINIUM, ROXAS BLVD. PASAY
 TIN : 101-588-369-000
 VAT : All Items are VAT-Exclusive / Zero Rated

F.O. No. 304
 SEQ.# 1
 PO Date : 10 JUN 2013
 ITB Number : 02-22-2013
 Buyer Code : SAL *SN*

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

Place of Delivery : PAGCOR INHUS WAREHOUSE Payment Term : PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
FIN670244	CORPORATE COMMUNICATIONS DEPT.				
1 112001989	LIGHTER - CIGARETTE	4,700.00	PC	180.00	846,000.00
--- NOTHING FOLLOWS ---					

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

SUB-TOTAL	:	846,000.00
TOTAL	:	846,000.00
LESS DISCOUNT	:	
CHARGE	:	
GRAND TOTAL	:	846,000.00

Remarks :
 Total Amount in Words: EIGHT HUNDRED FORTY SIX THOUSAND 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. 7184, 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

Recommended by:
Kathleen G. Delantar
 KATHLEEN G. DELANTAR
 API, BELL, PD

Funds Available
 VIDAL T. CABRION JR.
 AVP/SA Accts Dept/Section:
 Budget Authorization No. 12-12-2223 Amount P 846,000.00 *6/13*

Approved By:
Ma. Regina G. Carreon 6/13
 MA. REGINA G. CARREON
 AVP, PD

Purchase Order Form No. 304

(Annex A – Terms and Conditions)

1. The total price stated in the Purchase Order (PO) already includes all applicable taxes, fees and charges required by the government. **TANJER ENTERPRISES** 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. **TANJER ENTERPRISES** shall complete the *supply and delivery* of the goods within the time prescribed in the PO. Should **TANJER ENTERPRISES** 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 undelivered items 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 **TANJER ENTERPRISES** 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 **TANJER ENTERPRISES** 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



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.

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.

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.

TANJER ENTERPRISES hereby further warrants and represents that:

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

Lot 2	As per sample provided by PAGCOR
	4,700 pieces Lighter – Cigarette
	Material: Metal
	Size: At least 55mm(H) x 38MM(W)
	Thickness: At least 10MM
	Weight: 50-60G
	Printing: Full engraved for deboss Casino Filipino logo in front and two(2) color galvanized printing at the back
	Casino Filipino Logo
	Features: Windproof
	Torch
	Slide to Ignite
	Butane Powered

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Handwritten initials: *SM*

Signature Over Printed name

Handwritten signature

	Refills from Standard Butane Lighter Canister
	Ready to Light
	Packaging: Casino Filipino Logo (White) in Black Box with Plastic

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 **TANJER ENTERPRISES** 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 **TANJER ENTERPRISES**, 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. 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 the total amount of Eight Hundred Forty-Six Thousand Pesos (Php846,000.00), VAT exclusive, zero rated

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Supply and Delivery of Eleven (11) Lots Corporate Giveaways for 2013 under ITB No. 02-22-2013
P.O. #304

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Signature Over Printed name



transaction, based on any of the following:

A. 90% of the total contract price upon completion subject to PAGCOR's acceptance in writing of the items described in the PO. **Seven Hundred Sixty-One Thousand Four Hundred Pesos (PhP761,400.00)**

B. 10% Retention to be paid after three (3) months from the formal acceptance, if and when no patent and latent defects are noted **Eighty-Four Thousand Six Hundred Pesos (PhP84,600.00)**

Or

100% 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 of the items described in the PO and upon submission of a Special Bank Guarantee at least ten percent (10%) of the total amount valid for three (3) months from the issuance of the Certificate of Final Acceptance. **Eight Hundred Forty-Six Thousand Pesos (Php846,000.00)**

13. Performance Security: To guarantee the faithful performance of **TANJER ENTERPRISES** 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 issued by a Universal or Commercial Bank;	Five Percent (5%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, Provided however that if issued by a foreign bank, it shall be duly confirmed by a Universal or Commercial Bank; or	Forty-Two Thousand Three Hundred Pesos (PhP42,300.00)
Surety Bond (which must be acceptable to PAGCOR) callable upon demand issued by a surety or	Thirty Percent (30%)

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Supply and Delivery of Eleven (11) Lots Corporate Giveaways for 2013 under ITB No. 02-22-2013

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Signature Over Printed name



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insurance company duly certified by the Insurance Commission as authorized to issue such security.	Two Hundred Fifty-Three Thousand Eight Hundred Pesos (PhP253,800.00)
Any combination of the foregoing	Proportionate to share of form with respect to the total amount of security

14. This Annex A, consisting of five (5) pages, shall form part of PO # 304.



Signature over printed Name of Supplier/Date

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