



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

PURCHASE ORDER

Page # 1

Supplier : BULLETI MANILA BULLETIN PUBLISHING CORPORATION
Address : MANILA BULLETIN BLDG. MURALLA COR RECOLETOS STS. INTRAMUROS, MANILA
TIN : 000-746-558-000
VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 269

SEQ.# 1
PD Date : 20 MAR 2013
ITB Number : 01-27-2013
Buyer Code : SCH

Gentlemen :

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

Place of Delivery : PLEASE REFER TO ANNEX A OF PD

Payment Term : PER ANNEX A

Table with columns: Itemcode, Description, Quantity, Unit, Unit Cost, Amount. Row 1: 108002473 SERVICES, 1.00 LOT, 1,224,720.00, 1,224,720.00. Description: ENTERTAINMENT DEPARTMENT PRINT AD PLACEMENTS IN MANILA BULLETIN FOR VARIOUS ENTERTAINMENT ACTIVITIES FOR THE FIRST HALF OF CY 2013.

--- NOTHING FOLLOWS ---

Attachment: BUDGET, RV, CASE, AWARD OF CONTRACT, NOTICE OF AWARD

SUB-TOTAL : 1,224,720.00
TOTAL : 1,224,720.00
LESS DISCOUNT :
CHARGE :
GRAND TOTAL : 1,224,720.00

Remarks :

Total Amount in Words: ONE MILLION TWO HUNDRED TWENTY FOUR THOUSAND SEVEN HUNDRED TWENTY 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: MR. PACIENCIA R. PINERO 3/27/13

Recommended by:

MA. REGINA G. CARRION
AVE. PD 3/22

- : Funds Available
:
:
: Budget Authorization No. 13036308

VIDAL T. CANTON JR.
AVP/SA Accty Dept/Election
Amount 1,224,720.00

Approved By:

JORGE V. SANTIAGO
PRESIDENT AND COO

12-09-1649

Annex A – Terms and Conditions
of Purchase Order No. 00269

1. The total price stated in the Purchase Order (P.O.) already includes all applicable taxes, fees and charges required by the government. **Manila Bulletin Publishing 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. **Manila Bulletin Publishing Corporation** shall complete the supply and delivery of the goods within the time prescribed in the PO. Should **Manila Bulletin Publishing Corporation** incur delay in its performance, it shall pay liquidated damages in the amount of 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 **Manila Bulletin Publishing Corporation** still fails to place the ad after the lapse of seven (7) calendar days from the supposed date of advertisement, 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 **Manila Bulletin Publishing 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 right 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/ Date

MRS. PACIENCIA M. PINEDA

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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. **Manila Bulletin Publishing Corporation** hereby further warrants and represents that:
 - a. The goods and specifications shall be as described under the PO.

DESCRIPTION OF SERVICE REQUIREMENT	
Project: One (1) Lot Print Ad Placements for Various Entertainment Activities for the First Half of CY 2013	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
1st Month (March 2013)	<ul style="list-style-type: none"> • One-Fourth (¼) Page, Full Color • Six (6) Insertions
2nd Month (April 2013)	<ul style="list-style-type: none"> • One-Fourth (¼) Page, Full Color • Seven (7) Insertions
3rd Month (May 2013)	<ul style="list-style-type: none"> • One-Fourth (¼) Page, Full Color

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<ul style="list-style-type: none"> • Six (6) Insertions
4th Month (June 2013) <ul style="list-style-type: none"> • One-Fourth (¼) Page, Full Color • Five (5) Insertions
Additional Terms and Conditions:
<ul style="list-style-type: none"> • The Material to be published shall be provided by the Entertainment Department (ED).
<ul style="list-style-type: none"> • The winning bidder shall coordinate with ED on the form and contents of the material to be published.
<ul style="list-style-type: none"> • The ED shall provide the winning bidder with the insertion dates of the material prior to its publication.

- 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. It shall pay taxes in full and on time, failure to do so will entitle PAGCOR to suspend payment.
- e. Printing errors should be corrected by **Manila Bulletin Publishing Corporation** within three (3) calendar days from notice. Failure to correct printing errors within three (3) calendar days shall be a ground for the forfeiture of the Performance Security, without prejudice to all other legal remedies.

12. Schedule of payment: PAGCOR shall pay the total amount of **ONE MILLION TWO HUNDRED TWENTY FOUR THOUSAND SEVEN HUNDRED TWENTY PESOS (PhP1,224,720.00)**, VAT-Exclusive, Zero-Rated Transaction for the **TWENTY FOUR (24)** full color One-Fourth Page Ad placements at the agreed upon rate of **FIFTY ONE THOUSAND THIRTY PESOS (PhP51,030.00)** per insertion.

The cost of the print ads placed shall be billed per insertion, payable within thirty calendar days upon receipt of Billing/Sales Invoice provided all conditions imposed under the contract have been fully met and subject to PAGCOR'S issuance of Certificate of Acceptance per insertion.


13. Performance Security: To guarantee the faithful performance of **Manila Bulletin Publishing Corporation's** obligations under this PO, PAGCOR shall secure five percent (5%) Retention Money of every progress payment provided


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monthly, which shall not exceed the total amount of **SIXTY-ONE THOUSAND TWO HUNDRED THIRTY-SIX PESOS (Php61,236.00)**. The Performance Security shall remain valid until issuance by the PAGCOR of the final Certificate of Acceptance.

14. This Annex A, consisting of four (4) pages, shall form part of PO # 00269.


MRS. PACIENCIA M. PINEDA

Signature over printed Name of Supplier/ Date

