



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

4664

PURCHASE ORDER

Page # 1
 Supplier : TPDI PHILIPPINE DAILY INQUIRER, INC.
 Address : 1098 DON CHINO ROCES AVE. COR VAGUE & MASCARDO STS, MAKATI CITY
 TIN : 000-803-607-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 296
 SEQ.# 1
 PO Date : 16 MAY 2013
 ITB Number : 03-03-2013
 Buyer Code : JAC *js*

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

Place of Delivery : Payment Term : PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
FMDH71511 1 108002473	MKTG. & CUSTOMER RELATIONS DEF SERVICES	1.00	LOT	1,298,592.00	1,298,592.00
--- NOTHING FOLLOWS ---					

Attachments: BUDGET, RV, CASF, AWARD OF CONTRACT, NOTICE OF AWARD
 Remarks : DIRECT CONTRACTING

SUB-TOTAL : 1,298,592.00
 TOTAL : 1,298,592.00
 LESS DISCOUNT :
 CHARGE :
 GRAND TOTAL : 1,298,592.00

Total Amount in Words: ONE MILLION TWO HUNDRED NINETY EIGHT THOUSAND FIVE HUNDRED NINETY TWO 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.
 - > Please attach original copy of Sales Invoice, 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

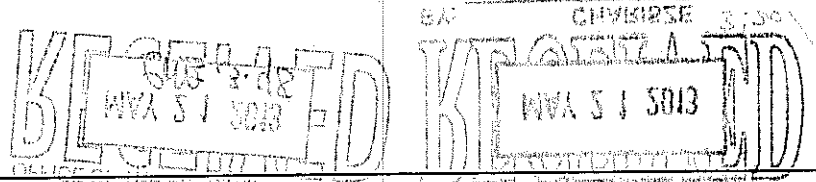
PERLITA G. PASCUAN
 Signature Over Printed Name of Supplier

Recommended by: *[Signature]* : Funds Available
 :
 :
 : Budget Authorization No. 12122219 Amount 1,298,592.-

MA. REINA G. CARREON
 AVP, PO *5/20*

VIDAL T. CABIGON JR.
 AVP/SA Acctg Dept/Section:
5/21

Approved By: *[Signature]*
 JORGE V. SARMIENTO
 PRESIDENT & CEO



**Annex A – Terms and Conditions
of Purchase Order No. 296**

1. The total price stated in the Purchase Order (P.O.) already includes all applicable taxes, fees and charges required by the government. **Philippine Daily Inquirer, 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. **Philippine Daily Inquirer, Inc.** shall complete the supply and delivery of the goods within the time prescribed in the PO. Should **Philippine Daily Inquirer, Inc.** 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 **Philippine Daily Inquirer, Inc.** still fails to deliver the items after the lapse of seven (7) 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 **Philippine Daily Inquirer, 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 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.

Dona G. Pascua
PAGCOR

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PERLITA G. PASQUIN

- 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. **Philippine Daily Inquirer, Inc.** hereby further warrants and represents that:
 - a. The goods and specifications shall be as described under the PO.

DESCRIPTION OF SERVICE REQUIREMENT	
Project: Print Ad Placements for 2013 Casino Filipino Marketing Campaign	
Location: PHILIPPINE DAILY INQUIRER (PHILIPPINE DAILY INQUIRER INCORPORATED)	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
Eighteen (18) insertions of One-Fourth (1/4) Page, Full Color	

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SCHEDULE OF AD INSERTIONS:	
April 1-30, 2013 – three (3) insertions May 1-31, 2013 – one (1) insertion June 1-30, 2013 – one (1) insertion July 1-31, 2013 – two (2) insertions August 1-31, 2013 – three (3) insertions September 1-30, 2013 – one (1) insertion October 1-31, 2013 – one (1) insertion November 1-30, 2013 – two (2) insertions December 1-31, 2013 – four (4) insertions	
Additional Terms and Conditions:	
•	Publication material shall be provided by the Marketing and Casino Customer Relations Department (MCCRD).
•	Philippine Daily Inquirer, Inc. shall coordinate with MCCRD the material to be published.
•	Philippine Daily Inquirer, Inc. shall coordinate with MCCRD the insertion dates of the material prior to publication in the Print Ad.
•	Publication Period: April 1 to December 31, 2013

Signed
 PERLITA G. DRACULIN

- 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 **Philippine Daily Inquirer, Inc.** 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.


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12. Schedule of payment: PAGCOR shall pay the total amount of **One Million Two Hundred Ninety-Eight Thousand Five Hundred Ninety-Two Pesos (PhP1,298,592.00)**, VAT-Exclusive, Zero-Rated Transaction for **Eighteen (18)** full color one-fourth (1/4) Page Ad placements at the agreed upon rate, as follows:

DESCRIPTION OF SERVICE REQUIREMENT	
Project: Print Ad Placements for 2013 Casino Filipino Marketing Campaign in Philippine Daily Inquirer (Philippine Daily Inquirer Incorporated)	
TECHNICAL SPECIFICATIONS / SCOPE OF WORK	PRICE
Eighteen (18) ad insertions of One-Fourth (1/4) Page, Full Color	PhP1,298,592.00 (Or PhP72,144 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 **Philippine Daily Inquirer, Inc.'s** obligations under this PO, PAGCOR shall secure five percent (5%) Retention Money of every progress payment provided monthly, which shall not exceed the total amount of **Sixty-Four Thousand Nine Hundred Twenty-Nine Pesos and 60/100 (PhP64,929.60)**. 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 # 296.


PELLITA G. PASQUIN 6/3/13
 Signature over printed Name of Supplier / Date