



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

7593

**PURCHASE ORDER**

Page # 1  
 Supplier : BOARDE BOARDEAUX TRADING  
 Address : UNIT C-1 PRES. VILLAS WEST SUCAT SERVICE ROAD PARANAGUE CITY  
 TIN : 147-611-152-000  
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 322  
 SEQ.# 1  
 PO Date : 8 AUG 2013  
 ITB Number : 05-26-2013  
 Buyer Code : ABA *phd*

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

Place of Delivery : PAGCOR INHUS WAREHOUSE, DAVITE      Payment Term : FER ANNEX A

Itemcode :	Description :	Quantity :	Unit :	Unit Cost :	Amount
PMD#72801	FGSD - STOCK REPLENISHMENT				
1 101023050	COFFEE, INSTANT COFFEE, REFILL, 250 GRAMS	25,032.00	PACK	170.80	4,275,465.60
2 101023424	COFFEE CREAMER, REFILL	59,280.00	PACK	85.80	5,086,224.00
--- NOTHING FOLLOWS ---					

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

Remarks :

SUB-TOTAL : 9,361,689.60  
 TOTAL : 9,361,689.60  
 LESS DISCOUNT :  
 CHARGE :  
 GRAND TOTAL : 9,361,689.60

Total Amount in Words: NINE MILLION THREE HUNDRED SIXTY ONE THOUSAND SIX HUNDRED EIGHTY NINE PESOS AND

**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

*ANINA MARQUE GONZALES* 09-02-13  
 Signature Over Printed Name of Supplier

Recommended by: *[Signature]*      : Funds Available

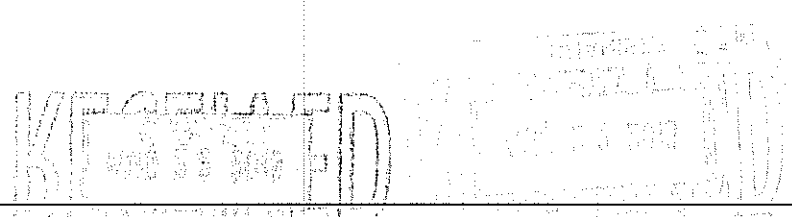
MA. RETHA G. CARREON      : VIDAL T. ARAGON JR. *phd* 8/22

AVP, PD *kb* 8/15      : AVP/SA Acctg Dept/Section:

Approved By: *[Signature]*      : Budget Authorization No. 13020354 Amount 4,275,465.60

13020354      5,086,224-

JORGE V. SANTIAGO  
 PRESIDENT & COO





**Purchase Order No. 322**  
(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. **Boardeaux Trading** 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. **Boardeaux Trading** shall complete the supply and delivery of the goods within the time prescribed in the PO. Should **Boardeaux Trading** 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 item 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 **Boardeaux Trading** 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 **Boardeaux Trading** 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.

*ANNA MARIAN M. GONZALEZ*  
Signature over printed Name of Supplier 09-02-13

Annex "A" of P.O. No. 322  
Supply and Delivery of 25,032 Packs of Instant Coffee Refill (Lot 1) and 59,280 Packs of Coffee Creamer Refill (Lot 2)  
under ITB No. 05-26-2013

ANNA MARIA GOVEY 09-02-13  
 Signature over printed Name of Supplier

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. **Boardeaux Trading** hereby further warrants and represents that:
  - a. The goods and specifications shall be described as follows:

Lot	Specification
1	<b>25,032 Packs of Instant Coffee Refill</b>
	Quality Specifications:
	• 100% Instant Coffee
	• Fine granules
	Packaging Specifications:
	• Aluminum foil pouch [with print of brand, manufacturer, net weight, and expiry date which should be at least one (1) year from date of delivery]
	• Machine Sealed Packed
	• 250 grams/pack
	• 12 packs (or equivalent) per corrugated box
2	<b>59,280 Packs of Coffee Creamer Refill</b>
	Quality Specifications:
	• Non-dairy
	• White
	• Regular flavor
	Packaging Specifications:
	• Firmly machine sealed in aluminum foil pouch/pack [with print of brand, manufacturer ingredients, net weight, and expiry date which should be at least one (1) year from date of delivery]

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	<ul style="list-style-type: none"> <li>• 500 grams per pack</li> </ul>
	<ul style="list-style-type: none"> <li>• 24 packs (or equivalent) per corrugated box</li> </ul>

- 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. 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.
- e. 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 **Boardeaux Trading** 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
- 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 **Boardeaux Trading**, a warranty shall be required from it for a minimum period of three (3) months after performance 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 in a progressive/partial billing the total amount of **Nine Million Three Hundred Sixty-One Thousand Six Hundred Eighty-Nine Pesos and 60/100 (PhP 9,361,689.60), VAT Exclusive, Zero Rated Transaction**, based on any of the following:

- A. 90% of the total contract price upon completion of supply and delivery per completed staggered delivery subject to PAGCOR's acceptance in writing of the items described in the PO., broken down as follows:

  
 ANILA MARIAN GONZALEZ 09-07-18  
 Signature over printed Name of Supplier

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**LOT 1 – INSTANT COFFEE REFILL**

Item Number	Quantity	90% Payment
1 <sup>st</sup> Delivery	4,176 Packs or 348 Boxes	Six Hundred Forty-One Thousand Nine Hundred Thirty-Four Pesos and 72/100 (PhP 641,934.72)
2 <sup>nd</sup> Delivery	4,176 Packs or 348 Boxes	Six Hundred Forty-One Thousand Nine Hundred Thirty-Four Pesos and 72/100 (PhP 641,934.72)
3 <sup>rd</sup> Delivery	4,176 Packs or 348 Boxes	Six Hundred Forty-One Thousand Nine Hundred Thirty-Four Pesos and 72/100 (PhP 641,934.72)
4 <sup>th</sup> Delivery	4,176 Packs or 348 Boxes	Six Hundred Forty-One Thousand Nine Hundred Thirty-Four Pesos and 72/100 (PhP 641,934.72)
5 <sup>th</sup> Delivery	4,176 Packs or 348 Boxes	Six Hundred Forty-One Thousand Nine Hundred Thirty-Four Pesos and 72/100 (PhP 641,934.72)
6 <sup>th</sup> Delivery	4,152 Packs or 346 Boxes	Six Hundred Thirty-Eight Thousand Two Hundred Forty-Five Pesos and 44/100 (PhP 638,245.44)

**LOT 2 – COFFEE CREAMER REFILL**

Item Number	Quantity	90% Payment
1 <sup>st</sup> Delivery	9,888 Packs or 412 Boxes	Seven Hundred Sixty-Three Thousand Five Hundred Fifty-One Pesos and 36/100 (PhP 763,551.36)
2 <sup>nd</sup> Delivery	9,888 Packs or 412 Boxes	Seven Hundred Sixty-Three Thousand Five Hundred Fifty-One Pesos and 36/100 (PhP 763,551.36)
3 <sup>rd</sup> Delivery	9,888 Packs or 412 Boxes	Seven Hundred Sixty-Three Thousand Five Hundred Fifty-One Pesos and 36/100 (PhP 763,551.36)
4 <sup>th</sup> Delivery	9,888 Packs or 412 Boxes	Seven Hundred Sixty-Three Thousand Five Hundred Fifty-One Pesos and 36/100 (PhP 763,551.36)
5 <sup>th</sup> Delivery	9,888 Packs or 412 Boxes	Seven Hundred Sixty-Three Thousand Five Hundred Fifty-One Pesos and 36/100 (PhP 763,551.36)
6 <sup>th</sup> Delivery	9,840 Packs or 410 Boxes	Seven Hundred Fifty-Nine Thousand Eight Hundred Forty-Four Pesos and 80/100 (PhP 759,844.80)

*ANNA MARIA GOMEZ 09-07-13*  
Signature over printed Name of Supplier

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- B. 10% Retention per completed staggered delivery to be paid after three (3) months from the formal acceptance, if and when no patent and latent defects are noted:

**LOT 1 – INSTANT COFFEE REFILL**

Item Number	Quantity	10% Retention Money
1 <sup>st</sup> Delivery	4,176 Packs or 348 Boxes	Seventy-One Thousand Three Hundred Twenty-Six Pesos and 08/100 (PhP 71,326.08)
2 <sup>nd</sup> Delivery	4,176 Packs or 348 Boxes	Seventy-One Thousand Three Hundred Twenty-Six Pesos and 08/100 (PhP 71,326.08)
3 <sup>rd</sup> Delivery	4,176 Packs or 348 Boxes	Seventy-One Thousand Three Hundred Twenty-Six Pesos and 08/100 (PhP 71,326.08)
4 <sup>th</sup> Delivery	4,176 Packs or 348 Boxes	Seventy-One Thousand Three Hundred Twenty-Six Pesos and 08/100 (PhP 71,326.08)
5 <sup>th</sup> Delivery	4,176 Packs or 348 Boxes	Seventy-One Thousand Three Hundred Twenty-Six Pesos and 08/100 (PhP 71,326.08)
6 <sup>th</sup> Delivery	4,152 Packs or 346 Boxes	Seventy Thousand Nine Hundred Sixteen Pesos and 16/100 (PhP 70,916.16)

**LOT 2 – COFFEE CREAMER REFILL**

Item Number	Quantity	10% Retention Money
1 <sup>st</sup> Delivery	9,888 Packs or 412 Boxes	Eighty-Four Thousand Eight Hundred Thirty-Nine Pesos and 04/100 (PhP 84,839.04)
2 <sup>nd</sup> Delivery	9,888 Packs or 412 Boxes	Eighty-Four Thousand Eight Hundred Thirty-Nine Pesos and 04/100 (PhP 84,839.04)
3 <sup>rd</sup> Delivery	9,888 Packs or 412 Boxes	Eighty-Four Thousand Eight Hundred Thirty-Nine Pesos and 04/100 (PhP 84,839.04)
4 <sup>th</sup> Delivery	9,888 Packs or 412 Boxes	Eighty-Four Thousand Eight Hundred Thirty-Nine Pesos and 04/100 (PhP 84,839.04)
5 <sup>th</sup> Delivery	9,888 Packs or 412 Boxes	Eighty-Four Thousand Eight Hundred Thirty-Nine Pesos and 04/100 (PhP 84,839.04)
6 <sup>th</sup> Delivery	9,840 Packs or 410 Boxes	Eighty-Four Thousand Four Hundred Twenty-Seven Pesos and 20/100 (PhP 84,427.20)

OR;

100% per completed staggered delivery to be paid per completed staggered delivery, 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

*ASST*  
**ANNA MARILYN SOLER** 09-07-13  
Signature over printed Name of Supplier

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Special Bank Guarantee at least ten percent (10%) of the total amount valid for three (3) months from issuance of the final Certificate of Acceptance

**LOT 1 – INSTANT COFFEE REFILL**

Item Number	Quantity	100% Payment
1 <sup>st</sup> Delivery	4,176 Packs or 348 Boxes	Seven Hundred Thirteen Thousand Two Hundred Sixty Pesos and 80/100 (PhP 713,260.80)
2 <sup>nd</sup> Delivery	4,176 Packs or 348 Boxes	Seven Hundred Thirteen Thousand Two Hundred Sixty Pesos and 80/100 (PhP 713,260.80)
3 <sup>rd</sup> Delivery	4,176 Packs or 348 Boxes	Seven Hundred Thirteen Thousand Two Hundred Sixty Pesos and 80/100 (PhP 713,260.80)
4 <sup>th</sup> Delivery	4,176 Packs or 348 Boxes	Seven Hundred Thirteen Thousand Two Hundred Sixty Pesos and 80/100 (PhP 713,260.80)
5 <sup>th</sup> Delivery	4,176 Packs or 348 Boxes	Seven Hundred Thirteen Thousand Two Hundred Sixty Pesos and 80/100 (PhP 713,260.80)
6 <sup>th</sup> Delivery	4,152 Packs or 346 Boxes	Seven Hundred Nine Thousand One Hundred Sixty-One Pesos and 60/100 (PhP 709,161.60)

**LOT 2 – COFFEE CREAMER REFILL**

Item Number	Quantity	100% Payment
1 <sup>st</sup> Delivery	9,888 Packs or 412 Boxes	Eight Hundred Forty-Eight Thousand Three Hundred Ninety Pesos and 40/100 (PhP 848,390.40)
2 <sup>nd</sup> Delivery	9,888 Packs or 412 Boxes	Eight Hundred Forty-Eight Thousand Three Hundred Ninety Pesos and 40/100 (PhP 848,390.40)
3 <sup>rd</sup> Delivery	9,888 Packs or 412 Boxes	Eight Hundred Forty-Eight Thousand Three Hundred Ninety Pesos and 40/100 (PhP 848,390.40)
4 <sup>th</sup> Delivery	9,888 Packs or 412 Boxes	Eight Hundred Forty-Eight Thousand Three Hundred Ninety Pesos and 40/100 (PhP 848,390.40)
5 <sup>th</sup> Delivery	9,888 Packs or 412 Boxes	Eight Hundred Forty-Eight Thousand Three Hundred Ninety Pesos and 40/100 (PhP 848,390.40)
6 <sup>th</sup> Delivery	9,840 Packs or 410 Boxes	Eight Hundred Forty-Four Thousand Two Hundred Seventy-Two Pesos (PhP 844,272.00)

  
 ANINA MARIE GOLF-09-02-13  
 Signature over printed Name of Supplier

13. Performance Security: To guarantee the faithful performance of **Boardeaux Trading's** obligations under this, it shall post a Performance Security prior to the execution of this PO, in accordance with any of the following schedule:

*M W*

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Form of Security	Amount in Percentage of Total Contract Price	
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	LOT	<b>Five Percent (5%)</b>
	1	Two Hundred Thirteen Thousand Seven Hundred Seventy-Three Pesos and 28/100 (PhP 213,773.28)
	2	Two Hundred Fifty-Four Thousand Three Hundred Eleven Pesos and 20/100 (PhP 254,311.20)
Surety Bond (which is acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission.	LOT	<b>Thirty Percent (30%)</b>
	1	One Million Two Hundred Eighty-Two Thousand Six Hundred Thirty-Nine Pesos and 68/100 (PhP 1,282,639.68)
	2	One Million Five Hundred Twenty-Five Thousand Eight Hundred Sixty-Seven Pesos and 20/100 (PhP 1,525,867.20)
Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security	

14. This Annex A, consisting of seven (7) pages, shall form part of PO # 322.

  
ANNA MARIA GOUY 09-02-13  
 Signature over printed Name of Supplier/Date

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