



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

PURCHASE ORDER

P.O. No. 436

Page # 1
 Supplier : SUAREZ SUAREZ & SONS, INC.
 Address : 282 E. RODRIGUEZ SR. AVENUE, QUEZON CITY*
 TIN : 000-392-095-001
 VAT : All Items are VAT Exclusive / Zero Rated

SEQ.# 1
 PO Date : 22 MAY 2014
 ITB Number : 05-07-2014
 Buyer Code : MJC *dy*

Gentlemen :

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

Place of Delivery : 1330 PAGCOR HOUSE, ROXAS BLVD

Payment Term : PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
PMD#81257 1 102010094	HUMAN RESOURCE AND DEVT. DEPT. RING 18K YELLOW GOLD, FOR MALE	1.00	PC	18,880.00	18,880.00

- - - N O T H I N G F O L L O W S - - -

Attachment: BUDGET, RV, CASF, AWARD OF CONTRACT, NOTICE OF AWARD, REVISED APP UNDER 4040454

SUB-TOTAL : 18,880.00
 TOTAL : 18,880.00
 LESS DISCOUNT :
 CHARGE :
 GRAND TOTAL : 18,880.00

Remarks :

Total Amount in Words: EIGHTEEN THOUSAND EIGHT HUNDRED EIGHTY 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

BONDA DELOS SANTOS
 Signature Over Printed Name of Supplier

Recommended by:

[Signature]
 BSU-PD

: Funds Available

:

:

: Budget Authorization No.

[Signature]
 VIDAL T. CABIGON JR.

AVP/SA Acctg Dept/Section:

19040454 Amount 18,880.-

Approved By:

MA. REINA G. CARREON
 AVP, PD *4/5*

Purchase Order No. 00436

(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. **SUAREZ & SONS, 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. **SUAREZ & SONS, INC.** shall complete the supply and delivery of the goods within the time prescribed in the PO. Should **SUAREZ & SONS, INC.** 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 **SUAREZ & SONS, INC.** 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 **SUAREZ & SONS, 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 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.

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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. **SUAREZ & SONS, INC.** hereby further warrants and represents that:

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

	Supply and Delivery of One (1) Piece Gold Memento Ring
One (1) piece	➤ For Male = One (1) piece;
	➤ Eighteen (18) karat yellow gold; Minimum of Ten (10) grams;
	➤ The ring shall have the initial of the first name and the full surname of the recipient employee and year of award with the following designs: <ol style="list-style-type: none"> 1. PAGCOR logo; 2. Twenty (20) years logo; and 3. Service Award logo
	➤ This shall be molded from a machine made metal cast/s or its equivalent or better technology;
	➤ Packed in individual black velvet jewelry box with PAGCOR logo

for 6/20/2014
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printed in gold inside cover of box;

➤ Dimension of the velvet box:

- Length = 52mm.;
- Width = 50mm.; and
- Height = 40mm.

General Considerations:

1. Re-engraving of names may be requested without any additional cost to PAGCOR.

2. In cases wherein an additional expense is to be incurred due to delivery of sub-standard quality items that are non compliant with the agreed specifications, such expense to reproduce the item to agreed specifications and quality shall be at the expense of Suarez and Sons, Inc.

3. To ensure the good quality and durability of the rings with big sizes, additional grams shall be included as follows:

RING SIZE	ADDITIONAL GRAM
11.51 TO 12.49	One (1) gram
12.5 TO 13.0	Two (2) grams
13.01 and above	Three (3) grams

- 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 thirty (30) calendar days upon receipt of notice. Failure to replace the defective items within the same period shall make **SUAREZ & SONS, INC.** 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, including Sundays and Holidays.

6/20/14
BELENDA F. DE LOS SANTOS

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- 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 **SUAREZ & SONS, INC.**, 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 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.

12. Delivery Schedule: **SUAREZ & SONS, INC.** shall complete within fifteen (15) calendar days, the supply and delivery of said item from the effectivity date specified in the Notice to Proceed at the Property Section, Ground Floor, PAGCOR House, 1330 Roxas Boulevard, Ermita, Manila.

13. Schedule of payment: PAGCOR shall pay the total amount of **Eighteen Thousand Eight Hundred Eighty Pesos (PhP 18,880.00)**, VAT exclusive, zero rated transaction, based on any of the following:

A. 90% of the total contract price upon completion of supply and delivery subject to PAGCOR's acceptance in writing of the items described in the PO.	Sixteen Thousand Nine Hundred Ninety-Two Pesos (PhP 16,992.00)
B. 10% Retention to be paid after one (1) year from the issuance of the Certificate of Final Acceptance [issuance of the Inspection and Acceptance Report (IAR)], if and when no patent and latent defects are noted	One Thousand Eight Hundred Eighty-Eight Pesos (PhP 1,888.00)

OR;

100% of the total 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	Eighteen Thousand Eight Hundred Eighty Pesos (PhP 18,880.00)
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PERINBA F. SUAREZ
 6/21/14

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described in the PO and upon submission of a Special Bank Guarantee at least ten percent (10%) of the total amount valid for one (1) year from issuance of the Certificate of Acceptance (issuance of the IAR)	
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13. Performance Security: To guarantee the faithful performance of **SUAREZ & SONS, INC.'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:

Form of Security	Amount in Percentage of Total Contract Price
Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five Percent (5%) Nine Hundred Forty-Four Pesos (PhP 944.00)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: <i>Provided, however,</i> that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
Surety Bond (which is acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorize to issue such security; and/or.	Thirty Percent (30%). Five Thousand Six Hundred Sixty-Four Pesos (PhP 5,664.00)

14. This Annex A, consisting of five (5) pages, shall form part of PO # 436.

BELENDA F. DELOS SANTOS
Signature over printed Name of Supplier/Date

2/20/2014

cc - 6/20/2014
 BELENDA F. DELOS SANTOS

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