



Philippine Amusement and Gaming Corporation

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

PURCHASE ORDER

Page # 1

P.O. No. 353

Supplier : LOMAL LOMAL INDUSTRIES

SQ# 1

Address : LOT 2 BLOCK 35C PHASE III - P2 BANGT-IMAYAN AVE., CALOOCAN CITY

PO Date : 24 OCT 2013

TEL : 149-456-073-000

ITD Number : 09-21-2013

VAT : All items are VAT Exclusive / Zero Rated

Buyer Code : JJJ

Gentlemen :

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

Place of Delivery : CSD MAREBUCK, VIGAN HOUSE

Payment Term : PER ANNUAL A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
PH0476612 1 110002163	COMMUNITY BELLS & SERVICES DEPT BAG, SHOPPING BAG POLYFIBRE FABRIC W/ VELCRO COLOR:GREEN 10"(W)X16"(H)X15"(L) BAG CAPACITY-AT LEAST 5KILOS	6,300.00	PCS	38.88	641,720.00

--- NOTHING FOLLOWS ---

Attachment: BUDGET, BV, CASP, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT
1ST DELIVERY - W/IN 15C.D. FROM NTP
Remarks : 2ND DELIVERY - W/IN 20C.D. FROM NTP

SUB-TOTAL : 641,720.00
TOTAL : 641,720.00
LESS DISCOUNT :
CHARGE :
GRAND TOTAL : 641,720.00

Total Amount in Words: SIX HUNDRED FORTY TWO 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. 9154, its Implementing Rules and Regulations and other applicable laws.

- Limited Source Bidding (Selective Bidding) Public Bidding
 Direct Contracting (Single Source Procurement) Regulated Procurement Shopping

Signature Over Printed Name of Supplier

Recommended by:

[Signature]
GAYLEEN G. DELANTAN
SM, HRU, PO

Funds Available

Budget Authorization No. 13071194

VIGIL B. CARRION JR.

HRP/SM Acctg Dept/Section

Amount 642,720

Approved By:

[Signature]
MA. REINA G. CARRION
MGT. ID

Purchase Order No. 353
(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. **LOKAL INDUSTRIES** 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. **LOKAL INDUSTRIES** shall complete the *supply and delivery* of the goods within the time prescribed in the PO. Should **LOKAL INDUSTRIES** 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 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 **LOKAL INDUSTRIES** 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 **LOKAL INDUSTRIES** 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 or printed Name of Supplier

ANNEX "A" OF P.O. NO. 353

Supply and Delivery of Six Thousand Five Hundred (6,500) pieces of Shopping Bags with Full Color Print
under ITB No. 09-21-2013

Page 1 of 5

114

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. **LOKAL INDUSTRIES** hereby further warrants and represents that:

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

QUANTITY	DESCRIPTION
Six Thousand Five Hundred (6,500) pieces	Shopping Bag with Full Color Print <ul style="list-style-type: none"> • Poly-fine fabric with Velcro • Color: Green (same shade on the PAGCOR logo provided in the sample bag) • Size: 10" (W) x 16" (H) x 15" (L) • With reinforced X stitching on handle/strap (2feet per strap /handle) • Design dimensions = 11.5 (L) x 8 (W) inches • Velcro Dimensions = 2.5 (L) x 1 (W) inches • Bag Capacity – at least eight (8) kilos • Design is on one (1) side only, center of bag, full color printing • The design may cover a minimum of fifty

ANNEX "A" OF P.O. NO. 353

Supply and Delivery of Six Thousand Five Hundred (6,500) pieces of Shopping Bags with Full Color Print under ITB No. 09-21-2013

Page 2 of 5


Priscilla
 LORNA REDEMPTA T. KALAW

Signature over printed Name of Supplier

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	percent (50%) to a maximum of seventy percent (70%) of the Shopping bags.
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- 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 seven (7) calendar days upon receipt of notice. Failure to replace the same within the same period shall make **LOKAL INDUSTRIES** 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 **LOKAL INDUSTRIES**, 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: **LOKAL INDUSTRIES** shall deliver the required proceeding items to the project site which is at the **CRSD Warehouse, Vigan House, Old Nayong Pilipino, Parañaque City** within the effectivity date specified in the schedule of requirements below:


LORNA REDEMPTA T. KALAW
 Signature over printed Name of Supplier

Item Number	Description	Quantity	Schedule of Delivery
One (1) Lot	Supply and Delivery of Six Thousand Five Hundred (6,500) Shopping Bags with Full Color Print	First (1 st) Delivery	
		At least Three Thousand Two Hundred Fifty (3,250) pieces	Within Fifteen (15) calendar days from the effectivity date specified in the Notice to Proceed
		Second (2 nd) Delivery	
		Three Thousand Two Hundred Fifty (3,250) pieces OR the balance of the undelivered items after the first (1 st) delivery	Within Twenty (20) calendar days from the effectivity date specified in the Notice to Proceed


LORNA REDEMPTA T. KALAW
 Signature over printed Name of Supplier

13. Schedule of payment: PAGCOR shall pay the total amount of **SIX HUNDRED FORTY-TWO THOUSAND SEVEN HUNDRED TWENTY PESOS (PhP 642,720.00)**, VAT Exclusive, Zero-Rated Transaction, based on any of the following:

- 90% of the total contract price upon completion of *Supply and Delivery of Six Thousand Five Hundred (6,500) Shopping Bags with Full Color Print*, subject to PAGCOR's acceptance in writing of the items described in the PO. PhP 578,448.00
- 10% Retention of the total amount to be paid after three (3) months from the formal acceptance, if and when no patent and latent defects are noted or upon consumption thereof, whichever comes earlier. PhP 64,272.00

- or -

100% of the total contract price 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

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

TOTAL

PhP 642,720.00
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13. Performance Security: To guarantee the faithful performance of **LOKAL INDUSTRIES** obligations under this, it shall post a Performance Security prior to the execution of this PO, in accordance with any of the following schedule:

Forms of Performance Security	Amount of the Performance Security (Percentage of the 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	Thirty-Two Thousand One Hundred Thirty-Six Pesos (PhP 32,136.00)
Surety Bond (which is acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Thirty Percent (30%) One Hundred Ninety-Two Thousand Eight Hundred Sixteen Pesos (PhP 192,816.00)
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 # 353.


 LORNA BECEPTA T. KALAW
 Signature over printed Name of Supplier/Date

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