



Philippine Amusement & Gaming Corporation

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

PURCHASE ORDER

P.O. No. 16657

Page # 1
Supplier : HYUN HYUNDAI ALABANG, INC.
Address : ALABANG-ZABOTE RD., ALMANZA UNO, LAS PINAS CITY
TIN : XXXXXX
VAT : All Items are VAT Exclusive / Zero Rated

SEO.# 1
PO Date : 30 MAY 2014
Mode of Purchase: NEGO 2 FB
Buyer Code : NCP *my*

Gentlemen :

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

Place of Delivery : CASINO FILIPINO TAGAYTAY

Payment Term :

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
PMD#37899 1 208024005	BR. PROP. & GEN. SERVICES SECT MOTOR VEHICLE VAN TWELVE (12) SEATER VAN 2.5 VGT CRDI M/T (MANUAL TRANSMISSION)	1.00	LOT	1,689,281.80	1,689,281.80
- - - N O T H I N G F O L L O W S - - -					

Attachment:

Remarks :

SUB-TOTAL : 1,689,281.80
TOTAL : 1,689,281.80
LESS DISCOUNT :
CHARGE :
GRAND TOTAL : 1,689,281.80

Total Amount in Words: ONE MILLION SIX HUNDRED EIGHTY NINE THOUSAND TWO HUNDRED EIGHTY ONE PESOS AND 80

TERMS AND CONDITIONS OF PURCHASE

- > Delivery must be made on or before JULY 5, 2014.
- > 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.
- > All FREE items that come with the item/s purchased must be included/reflected in Delivery Receipt/Sales Invoice.

Patrick Baños
Signature Over Printed Name of Supplier

"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) ! : Shopping
- ! : Direct Contracting (Single Source Procurement) ! : Negotiated Procurement

Recommended by:

Marie Yvonne C. Sevilla
MARIE YVONNE C. SEVILLA
HEAD, BPPGS

Funds Available

Budget Authorization No. 141316

FERNANDO V. MEDINA

AVP/SA Acctg Dept/Section

Amount 1,689,281.80

Approved By:

Daniilo S. Cuneta
DANILO S. CUNETAS
GENERAL MANAGER



Purchase Order No. 16657
(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. **HYUNDAI ALABANG, 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. **HYUNDAI ALABANG, INC.** shall complete Supply and Delivery of One (1) Unit Brand New Twelve (12) Seater Van, 2.5L, CRDI M/T for Casino Filipino – Tagaytay under ITB No. 03-01-2014TAG of the goods within the time prescribed in the PO. Should **HYUNDAI ALABANG, 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/s 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 **HYUNDAI ALABANG, 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 **HYUNDAI ALABANG, 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.
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,

Signature over printed Name of Supplier


Patrick B. Bernal

ANNEX "A" OF P.O. NO. 16657

Supply and Delivery of One (1) Unit Brand New Twelve (12) Seater Van, 2.5L, CRDI M/T for Casino Filipino – Tagaytay under ITB No. 03-01-2014TAG

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. **HYUNDAI ALABANG, INC.** hereby further warrants and represents that:

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

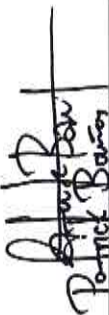
QUANTITY	TECHNICAL SPECIFICATIONS
1 unit	TWELVE (12) SEATER VAN, 2.5L, CRDI M/T
	Engine: 2.5L diesel CRDi
	Transmission: 5-Speed Manual Transmission (M/T)
	Brakes: Front/Rear Disc Brakes with Anti-Lock Breaking System (ABS)
	Steering Type: Hydraulic Power Steering (HPS), Tilt Adjust Steering Wheel Polyurethane Steering wheel
	Dimension: Overall (LxWxH) mm: 5125 x 1920 x 1925
	Exterior: Headlamps - Multi reflector, halogen with integrated turn signal lamp; With front fog lamps; With dual sliding doors
	Safety and Security: Dual SRS airbags (driver & front passenger Seatbelts: Front - 3-pt Emergency Light Release (ELR) with pretensioner and height adjustment Rear - 2-pt Static Immobilizer Keyless entry w/ alarm


Signature over printed Name of Supplier



	Back Warning Signal Child safety rear door lock Hold open lock Fuel filler door safety lock
	Interior: Sunvisor; Overhead console; LED room lamp; Day and Night rear view mirror; 2-tiered dash compartment; 2-tiered door compartments; Central door locks; Power windows; Power side mirrors; 4-speakers Audio system
	Dual Air conditioning system
	Color: Creamy White

- 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 forty-five (45) calendar days upon receipt of notice. Failure to replace the same within the same period shall make **HYUNDAI ALABANG, INC.** liable for a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered item/s 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.
- f. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by **HYUNDAI ALABANG, INC.**, a warranty of Five (5) years after acceptance by PAGCOR of the delivered goods or 100,000 kilometers (minimum) whichever comes first shall be required 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 Five (5) years after acceptance by PAGCOR of the delivered goods or 100,000 kilometers (minimum) whichever comes first from the date of acceptance of specified items in the Purchase Order without prejudice to manufacturer's warranty:


 Signature over printed Name of Supplier
 Patrick B. Santos

ANNEX "A" OF P.O. NO. 16657

Supply and Delivery of One (1) Unit Brand New Twelve (12) Seater Van, 2.5L, CRDI M/T for Casino Filipino – Tagaytay under ITB No. 03-01-2014TAG


 [Handwritten initials]

12. Schedule of payment: PAGCOR shall pay the total amount of amount One Million Six Hundred Eighty-Nine Thousand Two Hundred Eighty-One Pesos and 80/100 (PhP1,689,281.80), VAT exclusive, zero rated transaction, based on any of the following:
- A. 90% of the total contract price upon completion subject to PAGCOR's acceptance in writing of the items described in the PO.
 - B. 10% Retention to be paid after five (5) years from the formal acceptance, if and when no patent and latent defects are noted

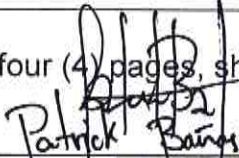
OR;

100% 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 Bank Guarantee at least ten percent (10%) of the total amount valid for five (5) years from the issuance of the final Certificate of Acceptance.

13. Performance Security: To guarantee the faithful performance of **HYUNDAI ALABANG, INC.** 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, 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	Eighty-Four Thousand Four Hundred Sixty-Four Pesos and 09/100 (PhP84,464.09)
Surety Bond (which must be 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%) Five Hundred Six Thousand Seven Hundred Eighty-Four Pesos and 54/100 (PhP506,784.54)
Any combination of the foregoing	Proportionate to share of form with respect to total amount of security

14. This Annex A, consisting of four (4) pages, shall form part of PO # 16657.


Patrick Bains 6/5/14
 Signature over printed Name of Supplier/Date

ANNEX "A" OF P.O. NO. 16657

Supply and Delivery of One (1) Unit Brand New Twelve (12) Seater Van, 2.5L, CRDI M/T for Casino Filipino – Tagaytay under ITB No. 03-01-2014TAG

