



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

PURCHASE ORDER

Page # 1
 Supplier : AQUA AQUARIAN MARINE SUPPLY INC.
 Address : 1722 F.B. HARRISON ST., PASAY CITY
 TIN : 008-169-552-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 495
 SEQ.# 1
 PO Date : 6 JAN 2015
 ITB Number : 09-09-2014
 Buyer Code : GSA *gmv*

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

Place of Delivery : PAGCOR IXUS WAREHOUSE Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
PMD#81147 1 118001205	CORPORATE COMMUNICATIONS DEPT. JACKET, LIGHTRAIN JACKET W/ HOOD YELLOW:1000 PCS, RED:1000 PCS GREEN :1,000 PCS,BLUE:1000 PCS PLEASE SEE REFER TO ANNEX A FOR FULL SPECIFICATION	4,000.00	PCS.	618.00	2,472,000.00

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

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

Remarks :

Total Amount in Words: TWO MILLION FOUR HUNDRED SEVENTY TWO THOUSAND PESOS ONLY

SUB-TOTAL :	2,472,000.00
TOTAL :	2,472,000.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	2,472,000.00

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.

Josefa S. Sarmiento
Signature Over Printed Name of Supplier

Recommended by: *[Signature]* : Funds Available
 :
 EDUARDO D. LAMBA : VIDAL T. CABIGON JR.
 AVP, BASD : ANP/SA Acct Dept/Section: *1/13*
 : Budget Authorization No. 1-1403-0391 Amount P 2,472,000.00

Approved By: *[Signature]*
 JORGE V. SARMIENTO
 PRESIDENT AND COO



Purchase Order No. 495
(Annex A – Terms and Conditions)

1. The total price stated in the Purchase Order (P.O.) already includes all applicable taxes, fees and charges required by the government. AQUARIAN MARINE SUPPLY, 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. AQUARIAN MARINE SUPPLY, INC shall complete the goods within the time prescribed in the PO. Should AQUARIAN MARINE SUPPLY, INC. incur delay in its performance, it shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered items 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 AQUARIAN MARINE SUPPLY, INC. still fails to deliver the goods 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 AQUARIAN MARINE SUPPLY, 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.

Joseph S. Savaros 1/23/14
Signature over printed name of Supplier/ Date

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Josefina S. Savanas
 1/20/14
 Signature over printed name of Supplier/ Date

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. AQUARIAN MARINE SUPPLY, INC. hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

QUANTITY	TECHNICAL SPECIFICATIONS							
Lot 1 4,000 pieces	LIGHT RAIN JACKET WITH HOOD							
	MATERIAL:							
	• Water repellant finish HY vent							
	COLOR:							
	• Yellow, Green, Red, Blue							
	FEATURES:							
	• Hood : cover via zipper							
	• Adjustable by elastic cot							
	• Pocket: two side							
	• Non-reversible 2 pockets in front							
	• Velcro system for cuff adjustment							
	• Elastic cot system for waist band adjustment							
	• Full zipper with 2 inches cover up band							
	SIZE :							
SIZES:	XS	S	M	L	XL	2XL	3XL	
QUANTITY	400	600	600	1,000	800	400	200	

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Josefin S. Savaroz 1/23/14

BODY LENGTH:	26 1/2	27 1/2	28 1/4	29	30 1/4	30 1/4	31
SHOULDER WIDTH:	16	17	18	19	20	21	22
BODY WIDTH:	42	45	48	50	54	56	58
ARM LENGTH:	23	23 1/2	24	24 1/2	25	25 1/2	25 3/4
ARM HOLE:	18	19	20	21	22	23	24
ARM FOLD:	9	9	9 1/2	10	11	12	13
LENGTH OF HOOD:	16	16	16	16	16	16	16
COLLAR WIDTH:	3 1/4	3 1/4	3 1/4	3 1/4	3 1/4	3 1/4	3 1/4
ZIPPER COVER:	2 3/4	2 3/4	2 3/4	2 3/4	3/4	3/4	3/4
CUFFS:	2	2	2	2	2	2	2
ALL JACKET MEASUREMENTS SHALL HAVE AN ALLOWANCE OF + / - 1/2 INCH							

EMBROIDERY:

- Casino Filipino / PAGCOR

PACKAGING:

- Individual Box with one (1) spot color Pantone Red 032U with Casino Filipino or PAGCOR reverse logo print on top cover
- With Individual Plastic Per Jacket
- 10 individual boxes per size per color per master box
- master box should contain consignee, contents and quantity

- b. It has good title to the goods described in the PO, full authority to sell and transfer the same and that the goods 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 AQUARIAN MARINE SUPPLY, 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.
- 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

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suspend payment.

- g. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by AQUARIAN MARINE SUPPLY, 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: AQUARIAN MARINE SUPPLY, INC. shall complete the supply and delivery of said items within sixty (60) calendar days from the effectivity date specified in the Notice to Proceed at the PAGCOR Imus Warehouse Bayan Luma, Imus, Cavite.

13. Schedule of payment: PAGCOR shall pay the total amount of Two Million Four Hundred Seventy Two Thousand Pesos (PhP2,472,000.00), VAT Exclusive, Zero Rated Transaction, based on any of the following:

90% of the total contract price upon completion of the supply and delivery subject to PAGCOR's acceptance [issuance of the Inspection and Acceptance Report (IAR)] in writing of the items described in the PO.	Two Million Two Hundred Twenty Four Thousand Eight Hundred Pesos (PhP2,224,800.00)
10% Retention to be paid after three (3) months from the formal acceptance [issuance of the Inspection and Acceptance Report (IAR)], if and when no patent and latent defects are noted.	Two Hundred Forty Seven Thousand Two Hundred Pesos (PhP247,200.00)

OR;

Josefine S. Sarans 1/23/14

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Josefina S. Savarosa / 23/11

<p>100% of the total contract price, 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 [issuance of the Inspection and Acceptance Report (IAR)] 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 three (3) months from issuance of the final Certificate of Acceptance (IAR).</p>	<p>Two Million Four Hundred Seventy Two Thousand Pesos (PhP2,472,000.00)</p>
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14. Performance Security: To guarantee the faithful performance of AQUARIAN MARINE SUPPLY, 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	One Hundred Twenty Three Thousand Six Hundred Pesos (PhP123,600.00)
Surety Bond (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%) Seven Hundred Forty One Thousand Six Hundred Pesos (PhP741,600.00)

15. This Annex A, consisting of five (5) pages, shall form part of PO No. 495.

Josefina S. Savarosa / 23/11

 Signature over printed Name of Supplier/Date

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