



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

PURCHASE ORDER

Page # 1

Supplier : ASIAAD ASIA ADPRODUCTS LTD CO.
 Address : G/F 52 8TH AVE., WEST, GRACE PARK, CALOOCAN CITY
 TIN : 238-321-331-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 699
 SEQ.# 1
 PO Date : 12 FEB 2016
 ITB Number : 09-49-2015
 Buyer Code : ABA *ab*

Gentlemen :

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

Place of Delivery : PER ANNEX 'A'

Payment Term : PER ANNEX A

Itemcode :	Description :	Quantity :	Unit :	Unit Cost :	Amount
PRDH87266 1 118004005	MARKETING DEPARTMENT KEY CHAIN 3-IN-1 (REFER TO ANNEX 'A' TERMS AND CONDITIONS FOR THE COMPLETE SPECIFICATIONS)	750.00	PC	52.28	39,210.00
--- NOTHING FOLLOWS ---					

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

SUB-TOTAL : 39,210.00
 TOTAL : 39,210.00
 LESS DISCOUNT :
 CHARGE :
 GRAND TOTAL : 39,210.00

Remarks :

Total Amount in Words: THIRTY NINE THOUSAND TWO HUNDRED TEN 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.

Morlenaida R. Carmiento 2/12/16
 Signature Over Printed Name of Supplier

Recommended by:
M. Fonzalan
 MARCEL M. FUNZALAN
 SR. BAS OFFICER, BASD

: Funds Available
 :
 :
 : Budget Authorization No. *1-1506-0526* Amount *39,210.00*

Approved By:

V. Carigon, Jr.
 VIDAL T. CARIGON, JR.
 AVP/OFFICER IN CHARGE, BASD

Purchase Order No. 699
(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. **Asia Adproducts Ltd. Co.** 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. **Asia Adproducts Ltd. Co.** shall complete the supply and delivery of the goods within the time prescribed in the PO. Should **Asia Adproducts Ltd. Co.** 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 every 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 **Asia Adproducts Ltd. Co.** 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 contract.

3. In the event that **Asia Adproducts Ltd. Co.** 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

Purchase Order No. 699, Asia Adproducts Ltd. Co.

Supply and Delivery of Seventeen (17) Lots Various Marketing Giveaways under ITB No. 09-49-2015

Page 1 of 5


CHRISTINA V. SIAPCO






Karlon J. Sarmiento
Signature over printed Name of Supplier

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 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. **Asia Adproducts Ltd. Co.** hereby further warrants and represents that:

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


Lot 15: Keychains		
Description	3-in-1 keychain Flashlight: LED Ballpen: Twist-to-open Knife: Regular Travel Knife Attachment: Ring type chain	
Quantity	750 pieces	
Accessories	Flashlight, ballpen, knife	
Packaging	Individual OPP bags with individual white box	
Colors	Assorted Primary Colors/ SINGLE COLOR	
	Color (Similar)	No. of pieces
	Blue	188 pcs.
	Green	188 pcs.
	Red	187 pcs.
Silver	187 pcs.	


 Kar to Manila Carmine Lopez
 Signature over printed Name of Supplier

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Karlen Mabini
Signature over printed Name of Supplier

Photo of the item	 <p>3 IN 1 KEY CHAIN</p>
Additional submittals/ requirements	
Asia Adproducts Ltd. Co. shall be required to submit a prototype of the key chains within seven (7) calendar days upon receipt of Notice of Award for evaluation and approval of the end-user prior to mass production.	
The prototype submitted must satisfy the following evaluation criteria:	
<ul style="list-style-type: none">• Adherence of print compared to the digital file which will be provided by PAGCOR• Compliance to the individual packaging requirement	
Defective/ rejected keychains returned to Asia Adproducts Ltd. Co. must not be sold commercially.	

- 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 defective items within the same period shall make **Asia Adproducts Ltd. Co.** 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, including Sundays and Holidays.
- 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 **Asia Adproducts Ltd. Co.**, 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 or 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: **Asia Adproducts Ltd. Co.** shall complete the supply and delivery of goods provided under item 11.a hereof, within forty-five (45) calendar days from the effectivity date specified in the Notice to Proceed at Ground Floor, PAGCOR House, 1330 Roxas Blvd., Ermita, Manila.
13. Schedule of payment: PAGCOR shall pay the total amount of **Thirty-Nine Thousand Two Hundred Ten Pesos (PhP 39,210.00)** VAT Exclusive, Zero-Rated Transaction, based on any of the following:

A. 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.	:	Thirty-Five Thousand Two Hundred Eighty-Nine Pesos (PhP 35,289.00)
B. 10% Retention to be paid after three (3) months from the formal acceptance (issuance of the IAR), if and when no patent and latent defects are noted.	:	Three Thousand Nine Hundred Twenty-One Pesos (PhP 3,921.00)
Or		
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 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.	:	Thirty-Nine Thousand Two Hundred Ten Pesos (PhP 39,210.00)

14. Performance Security: To guarantee the faithful performance of **Asia Adproducts Ltd. Co.**'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:


 Karlen Wata B. Sarmiento
 Signature over printed Name of Supplier

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 CHRISTINA V. SIAPCO

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	One Thousand Nine Hundred Sixty Pesos and 50/100 (PhP 1,960.50)
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 specific for the contract awarded.	Thirty Percent (30%) Eleven Thousand Seven Hundred Sixty-Three Pesos (PhP 11,763.00)

15. This Annex A, consisting of five (5) pages, shall form part of P.O. No. 699.


Karlen Maria R. Samiento Feb 22, 2016
Name and Signature of Supplier / Date

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 CHRISTINA V. SIAPCO