



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

PURCHASE ORDER

Page # 1

Supplier : TANJER TANJER ENTERPRISES
 Address : ANTEL SEAVIEWTOWER, RM.1104 ROXAS BLVD., BRGY. 078, PASAY CITY
 TIN : 101-588-369-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 742
 SEQ.# 1
 PO Date : 3 JUN 2016
 ITB Number : PB16-014
 Buyer Code : ABA *by*

Gentlemen :

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

Place of Delivery : FER ANNEX A

Payment Term : FER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
FMD#90823	MARKETING DEPARTMENT				
1 101002365	PAPER THERMAL PTS, 80MM X 80MM RCPT PRT	9,700.00	ROLL	36.15	350,655.00
FMD#90824	MARKETING DEPARTMENT				
2 101022943	PAPER, POS PAPER, 80MM X 70 MM	8,800.00	ROLL	33.24	292,512.00
FMD#90825	MARKETING DEPARTMENT				
3 103004208	PAPER, THERMAL PAPER, 56MM X 30MM	5,200.00	ROLL	10.75	55,900.00
--- NOTHING FOLLOWS ---					

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

Remarks :

Total Amount in Words: SIX HUNDRED NINETY NINE THOUSAND SIXTY SEVEN PESOS ONLY

SUB-TOTAL :	699,067.00
TOTAL :	699,067.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	699,067.00

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, Affidavit and Purchase Order upon delivery.

BRYAN S. BUJALAL
 Signature Over Printed Name of Supplier

Recommended by:
Bryan S. Bujalal
 BRYAN S. BUJALAL
 SR. PROCUREMENT OFFICER, PD

Funds Available
 SHARON S. CALINTANILLA
 AVP/SA Atty Dept/Section:
 Budget Authorization No. 1-1601-0065 Amount P 699,067.00

Approved By:

Vidal A. Carigon, Jr.
 VIDAL A. CARIGON, JR.
 ASST. VICE-PRESIDENT, PD

Purchase Order No. 742

(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. **Tanjer Enterprises** 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. **Tanjer Enterprises** shall complete the supply and delivery of the goods within the time prescribed in the PO. Should **Tanjer Enterprises** 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 **Tanjer Enterprises** 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.

In the event that **Tanjer Enterprises** 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, representations, warranties and understandings of the parties. No supplement, variation or amendment of this PO shall be binding UNLESS


ABIGAIL S. TAN
AUTHORIZED REPRESENTATIVE
Authorized Signatory of Tanjer Enterprises
TANJER ENTERPRISES

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. **Tanjer Enterprises** hereby further warrants and represents that:

The goods and specifications shall be described as follows:

Item No.	Description	Quantity	UOM
1	Thermal Receipt Papers <ul style="list-style-type: none"> • 80mm width x 80mm diameter • Color White • Paper GSM: 80gsm • Paper type: Grade B • Packaging: individually wrapped in paper with sticker label indicating the size of the thermal paper • 50 rolls per box • Inside core thickness: 15mm • Outside core thickness: 19mm 	9,700	ROLL
2	Thermal Receipt Papers <ul style="list-style-type: none"> • 80mm width x 70mm diameter • Color White • Paper GSM: 80gsm • Paper type: Grade B • Packaging: individually wrapped in paper with sticker label indicating the size of the thermal paper • 50 rolls per box • Inside core thickness: 15mm • Outside core thickness: 19mm 	8,800	ROLL
3	Thermal Receipt Papers	5,200	ROLL


ABIGAIL S. TAN
 Authorized Signatory of Tanjer Enterprises
TANJER ENTERPRISES
 AUTHORIZED REPRESENTATIVE

	<ul style="list-style-type: none"> • 56mm width x 30mm diameter • Color White • Coreless • Paper GSM: 80gsm • Packaging: individually wrapped in paper with sticker label indicating the size of the thermal paper • 100 rolls per box 		
--	--	--	--

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 fifteen (15) calendar days upon receipt of notice. Failure to replace the defective items within the same period shall make **Tanjer Enterprises** 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 **Tanjer Enterprises**, 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: **Tanjer Enterprises** shall commence on the supply and delivery of the items provided under item 11.a hereof, within thirty (30) calendar days from 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 **Six Hundred Ninety-Nine Thousand Sixty-Seven Pesos (PhP 699,067.00)**, VAT exclusive, zero rated transaction, based on any of the following:

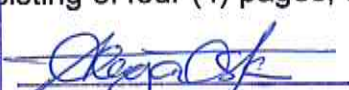

 Authorized Signatory of Tanjer Enterprises
ARIGAIL S. TAN
 AUTHORIZED REPRESENTATIVE
TANJER ENTERPRISES

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.	:	Six Hundred Twenty-Nine Thousand One Hundred Sixty Peso and 30/100 (PhP 629,160.30)
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.	:	Sixty-Nine Thousand Nine Hundred Six Pesos and 70/100 (PhP 69,906.70)
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.	:	Six Hundred Ninety-Nine Thousand Sixty-Seven Pesos (PhP 699,067.00)

14. Performance Security: To guarantee the faithful performance of **Tanjer Enterprises'** 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 or 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: <i>Provided, however,</i> that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; or	Thirty-Four Thousand Nine Hundred Fifty-Three Pesos and 35/100 (PhP 34,953.35)
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 specific for the project.	Thirty Percent (30%) Two Hundred Nine Thousand Seven Hundred Twenty Pesos and 10/100 (PhP 209,720.10)

15. This Annex A, consisting of four (4) pages, shall form part of P.O. No. 742.


ARICALL STAN 6/10/16
Name and Signature of Supplier / Date
AUTHORIZED REPRESENTATIVE
 Purchase Order No. 742, Tanjer Enterprises
 Supply and Delivery of One Lot Thermal Receipt Papers under ITB No. PB16-014
TANJER ENTERPRISES
 Page 4 of 4


CHRISTINA V. SIAPCO