



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

PURCHASE ORDER

Page # 1
 Supplier : FITS PHOENIXSTAR INT'L. TRADING CORP.
 Address : LOT 10 DLK. 1 NS FELIPE PIKE ST., GREEN VALLEY SUBD. BAGONG TLOG, PASTIG
 TIN : 007-162-170-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 748
 SEQ.# 1
 PD Date : 20 JUN 2016
 ITR Number : NP2FB16-011
 Buyer Code : CVC *one*

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

Place of Delivery : CSS, PAGCOR HOUSE, ERMITA, MLA Payment Term : PER ANNEX A

Itemcode :	Description :	Quantity :	Unit :	Unit Cost :	Amount
PHD#8885 1 118002053	CORP. COMMS. & SERVICES DEPT. WHEEL CHAIR	100.00	UNIT	3,450.00	345,000.00
--- NOTHING FOLLOWS ---					
SUB-TOTAL :					345,000.00
TOTAL :					345,000.00
LESS DISCOUNT :					
CHARGE :					
GRAND TOTAL :					345,000.00

Attachments: RV, BUDGET, APP, CONF, BAC RESO FOR AWARD, NOTICE OF AWARD, RFC

Remarks :
 Total Amount in Words: THREE HUNDRED FORTY FIVE THOUSAND 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.

Carol L. Adames
CAROL L. ADAMES F.A-16
 Signature Over Printed Name of Supplier

Recommended by: *M. Ponzalan*
 MARCEL M. PONZALAN
 SR. PROCUREMENT OFFICER, PD

: Funds Available
 :
 : SHARON S. GUINTANILLA
 : ANP/SA Acctg Dept/Section
 : Budget Authorization No. *1-1601-0065* Amount *₱ 345,000.00*

Approved By: *[Signature]*
 VIDAL A. CARIGON, JR.
 ASSISTANT VICE PRESIDENT, PD
7/16

Purchase Order No. 748
(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. **PHARMASTAR INTERNATIONAL TRADING CORPORATION** 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. **PHARMASTAR INTERNATIONAL TRADING CORPORATION** shall complete the supply and delivery of the goods within the time prescribed in the PO. Should **PHARMASTAR INTERNATIONAL TRADING CORPORATION** 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 **PHARMASTAR INTERNATIONAL TRADING CORPORATION** 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 **PHARMASTAR INTERNATIONAL TRADING CORPORATION** 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.

Candel Alibano
Catalina L. Reyes
AUTHORIZED SIGNATORY OF PHARMASTAR INTERNATIONAL
TRADING CORPORATION


MA. LOURDES S. NERIT

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Candela Obispo
CAREL ANTONES
AUTHORIZED SIGNATORY OF PHARMASTAR INTERNATIONAL
TRADING CORPORATION

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 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. **PHARMASTAR INTERNATIONAL TRADING CORPORATION** hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

Supply and Delivery of One Hundred (100) Units of Wheelchair Brand: Champion Model: THL389Y-45
Dimension: 93cm x 23cm x 88cm
Tire and rim: 9cm
Steel material finished by chrome – plating
Cushioned seat and back upholstery are made of any dark synthetic leatherette
Foldable chair

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Carol Alvarez
Carol Alvarez

AUTHORIZED SIGNATORY OF PHARMASTAR INTERNATIONAL
TRADING CORPORATION

Fixed armrest
Original aluminum footplate
Solid rear wheel-rubber with break
Solid castor

- 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 thirty (30) calendar days upon receipt of notice. Failure to replace the defective items within the same period shall make **PHARMASTAR INTERNATIONAL TRADING CORPORATION** 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. A valid Tax Clearance from the Bureau of Internal Revenue (BIR) shall be presented and submitted by **PHARMASTAR INTERNATIONAL TRADING CORPORATION** before the processing of payment.

Failure to submit a valid Tax Clearance shall cause PAGCOR to withhold the processing of payment until the submission of said document.
- h. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by **PHARMASTAR INTERNATIONAL TRADING CORPORATION**, a warranty shall be required from it for a minimum period of one (1) year after performance of the contract.
- i. 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.

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MA. LOURDES S. NERT

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j. 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: **PHARMASTAR INTERNATIONAL TRADING CORPORATION** shall complete within fifteen (15) calendar days, the supply and delivery of said item from the effectivity date specified in the Notice to Proceed at the **Corporate Supplies Section of the Logistics and Management Department (LMD), PAGCOR House, 1330 Roxas Boulevard, Ermita, Manila.**

13. Schedule of payment: PAGCOR shall pay the total amount of **Three Hundred Forty-Five Thousand Pesos (PhP345,000.00), 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.	Three Hundred Ten Thousand Five Hundred Pesos (PhP 310,500.00)
B. 10% Retention to be paid after one (1) year from the formal acceptance (issuance of the IAR), if and when no patent and latent defects are noted.	Thirty-Four Thousand Five Hundred Pesos (PhP 34,500.00)

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 (issuance of the 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 one (1) year from issuance of the final Certificate of Acceptance (issuance of the IAR).	Three Hundred Forty-Five Thousand Pesos (PhP345,000.00)
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13. Performance Security: To guarantee the faithful performance of **PHARMASTAR INTERNATIONAL TRADING CORPORATION'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:

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 CAROL ABENY
 AUTHORIZED SIGNATORY OF PHARMASTAR INTERNATIONAL TRADING CORPORATION

MA. LOURDES S. NERIT

Form of Security	Amount in Percentage of 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.	Seventeen Thousand Two Hundred Fifty Pesos (PhP17,250.00)
Surety Bond (which is acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorize to issue such security specific for the contract awarded.	Thirty Percent (30%) One Hundred Three Thousand Five Hundred Pesos (PhP103,500.00)

The Performance Security shall remain valid until issuance by the Philippine Amusement and Gaming Corporation (PAGCOR) of the final Certificate of Acceptance.

14. This Annex A, consisting of five (5) pages, shall form part of PO # 748.

Carol Abang
CAROL L. ABANG 7-11-14

Signature over printed Name of Supplier/Date