



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

**PURCHASE ORDER**

Page # 1  
 Supplier : KAISTRA KAI'S TRADING AND SERVICES  
 Address : BRGY. ABLAN, C/F DAGUIDO BUILDING, NATIONAL HIGHWAY, BATAO, ILOCOS NORT  
 TIN : 201-790-338-000  
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 17010  
 SEQ.# 1  
 PO Date : 27 JUN 2017  
 ITR Number : SVP17-00013LAD  
 Buyer Code : BSM

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

Place of Delivery : Payment Term : PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
PMD# 2458	BR.PROP.&GEN.SERV-365				
1 101023709	JUICE, PINEAPPLE JUICE DEL MONTE CANNED, VOLUME:240ML.	30.00	CASE	733.35	22,000.50
2 101023651	JUICE DRINK JUICE, CANNED FOUR SEASONS, VOLUME: 240 ML., DEL MONTE	30.00	CASE	772.00	23,160.00
3 112002383	SODA, CARBONATED WATER 330ML. SODA CANNED,COKE	30.00	CAN	643.83	19,314.90
PMD# 2459	BR.PROP.&GEN.SERV-365				
4 112002014	WINE & LIQUOR BRANDY, LIGHTS,85PROOF-ALCOHOL CONTENT,VOLUME: 750 ML., EMPERADOR	2.00	BOTL	1,175.00	2,350.00
PMD# 2460	BR.PROP.&GEN.SERV-365				
5 101023790	JUICE DRINK ICE TEA, POWDER,VOLUME:450GRMS NESTEA	120.00	PACK	125.00	15,000.00

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

Attachment:APP, RV, RFQ, AWARD OF CONTRACT,	NOTICE OF AWARD, ABSTRACT	SUB-TOTAL :	81,825.40
		TOTAL :	81,825.40
		LESS DISCOUNT :	
Remarks :SUPPLY AND DELIVERY OF BEVERAGES FO CASINO GUESTS		CHARGE :	
		GRAND TOTAL :	81,825.40

Total Amount in Words:EIGHTY ONE THOUSAND EIGHT HUNDRED TWENTY FIVE PESOS AND 40/100 ONLY



**Philippine Amusement and Gaming Corporation**  
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**PURCHASE ORDER**

P.O. No. 17010

Page # 2

Supplier : KAISTRA XAI'S TRADING AND SERVICES

SEQ.# 1

Address : BRGY. ABLAN, C/F DAGUID BUILDING, NATIONAL HIGHWAY, BATAAC, ILOCOS NORT

PO Date : 27 JUN 2017

TIN : 201-790-338-000

ITB Number : SVP17-00013LAD

VAT : All Items are VAT Exclusive / Zero Rated

Buyer Code : BSM

**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.

*JOY E. LOPEZ 29 JUNE 2017*  
 Signature Over Printed Name of Supplier

Recommended by:

*[Signature]*  
 GERARDO S. PAULINO  
 SA. ADMIN. OFFICER

: Funds Available

*[Signature]*  
 FLORENCE M. SORIANO

: AVF/SA Acctg Dept/Section:

: Budget Authorization No. 170217 Amount 81825.46

Approved By:

*[Signature]*  
 VIDAL T. CABICON JR.  
 OFFICER-IN-CHARGE 6/28/17

**Purchase Order No. 17010**  
**Annex A – Terms and Conditions**

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1. The total price stated in the Purchase Order (PO) already includes all applicable taxes, fees and charges required by the government. **Kai's Trading and Services** 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. **Kai's Trading and Services** shall complete the supply & delivery of goods within the time prescribed in the NTP. Should **Kai's Trading and Services** 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 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 **Kai's Trading and Services** still fails to deliver the item after the lapse of five (5) working days upon receipt of notice from the supposed date of delivery, in addition to the penalties agreed upon, PAGCOR shall have the option to terminate the purchase.

3. In the event that **Kai's Trading and Services** fails to comply with its undertakings under this P.O, 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 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.

17  
Signature over printed Name of Supplier

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. Kai's Trading and Services hereby further warrants and represents that:

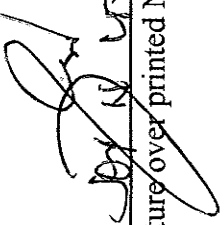
- a. The goods and specifications shall be described as follows:

Quantity	DESCRIPTION
30cases	<b>Juice, canned pineapple</b> Volume: 240 ml.
30cases	<b>Juice, canned four seasons</b> Volume: 240 ml.
30cases	<b>Soda canned</b> Volume: 330 ml.
2cases	<b>Brandy, lights, 55proof-alcohol content</b> Volume: 750 ml.
120packs	<b>Ice Tea, Powder,</b> Volume: 450grms
<b>TECHNICAL SPECIFICATIONS / SCOPE OF WORK</b>	
1) The supplier must be able to provide the requirements of the branch relative to the beverages to be provided to its clients in accordance with the standards herein defined.	
2) The supplier must be duly licensed or authorized by the proper government agencies to provide liquors and beverages.	
3) The supplier shall deliver the goods at the Casino Filipino – Ilocos Norte at Valdez Center, San Nicolas, Ilocos Norte.	
4) The supplier shall deliver the goods within five (5) working days from receipt of the Notice to Proceed.	
5) The supplier must inform the end-user at least two (2) hours before the actual date and time of delivery.	

Signature over printed Name of Supplier

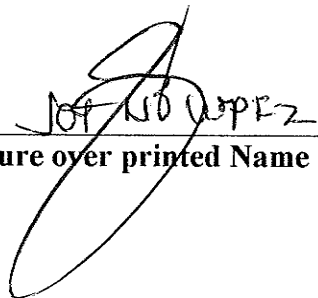
JOY R. LUPAZ  
21 JAN 2017

6) The supplier must issue Delivery Receipts and Invoices upon delivery of goods.	
7) The supplier must make sure that the bottled liquors and canned beverages being delivered are in good condition, properly sealed, unopened, and free from obvious contaminated.	
8) The supplier must make must make sure that the canned beverages are not dented, rusty, leaking or blown and that the packaging is undamaged.	
9) The supplier must replace, within twenty-four (24) hours from receipt of notice, improperly sealed/open/contaminated bottled and deformed/dented/rusty/leaking/blown cans	
10) The supplier must see to it that soda/juices drinks in cans, ice tea powder and wine have expiration dates at least six (6) months from the date of delivery and must agree to replace all unconsumed items delivered two (2) months prior to expiration with the same items with expiration dates of at least six (6) months from the date of replacement	
<b>WAIVER OF LIABILITY</b>	
1) The supplier will fully defend, protect, indemnify and hold PAGCOR harmless from and all adverse claims that may be made by any party for the possession and/or use of the good delivered.	
2) PAGCOR will not accept any liability for the damage of the goods during transit; risk and title will be deemed to have passed to PAGCOR only upon receipts and final acceptance of the goods.	
<b>Delivery Place</b>	Casino Filipino – Ilocos Norte at Valdez Center, San Nicolas, Ilocos Norte

29 JUN 2012  
  
 Signature over printed Name of Supplier

- 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 improperly sealed / open / contaminated bottled and deformed / dented / rusty / leaking / blown cans shall be replaced within twenty (24) hours upon receipt of notice. Failure to replace the same within the same period shall make **Kai's Trading and Services** 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 to suspend payment.

12. PAGCOR shall pay in the total amount of **EIGHTY ONE THOUSAND EIGHT HUNDRED TWENTY FIVE PESOS AND 40/100 (PhP81,825.40)**, VAT Exclusive, Zero Rated Transaction upon completion of the supply & delivery of the goods and upon PAGCOR's issuance of Certificate of Acceptance.
13. **Kai's Trading and Services** should deliver the goods within five (5) working days upon receipt of notice to proceed.
14. This Annex A, consisting of four (4) pages, shall form part of PO # 17010.

 09 JUNE 2017

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Signature over printed Name of Supplier/Date