



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

PURCHASE ORDER

Page # 1
 Supplier : GIBSON GIBSON'S SHOE FACTORY, INC.
 Address : 867 J.P. RIZAL ST., CONCEPCION I, MARIKINA CITY
 TIN : 004-643-515-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 1009
 SEQ.# 1
 PO Date : 21 NOV 2017
 ITB Number : NPSVPL7-048COR-09
 Buyer Code : CDN

Gentlemen :

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

Place of Delivery : 1330 ROXAS BLVD.ERMITA MANILA

Payment Term : PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
PMD#96835	SECURITY DEPARTMENT				
1 102007924	SHOES, SAFETY SHOES, LOW CUT ASTM2413-05 1/75EH,FULL GRAIN LEATHER,NYLON MESH LINING NYLON MESH SOCK LINER, PU MIDSOLE, STEEL SHANK, PU OUT- SOLE, BLACK, "GIBSON'S"	25.00	PAIR	2,300.00	57,500.00
2 102071010	SAFETY SHOES LEATHER STEEL TOE, BLACK MID-CUT, "GIBSON'S"	21.00	PAIR	2,500.00	52,500.00

- - - NOTHING FOLLOWS - - -

Attachment:RV, A.O.C.,QUOTATION,NOA,BAC RESD AWARD,POST-QUALIFICATION REPORT

SUB-TOTAL : 110,000.00
 TOTAL : 110,000.00
 LESS DISCOUNT :
 CHARGE :
 GRAND TOTAL : 110,000.00

Remarks :

Total Amount in Words:ONE HUNDRED TEN 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.

Signature Over Printed Name of Supplier

March 27, 2017

Recommended by:

ROWENA B. DIZON
 SENIOR PROCUREMENT OFFICER

: Funds Available

: Budget Authorization No.

SHARON SJ. QUINTANILLA
 AVP/SA Acctg Dept/Section:

Amount ₱ 110,000.00

Approved By:

HERNANDO C. APIGO
 ASST. VICE PRESIDENT-PD

Purchase Order No. 1009
Annex A – Terms and Conditions

1. The total price stated in the Purchase Order (PO) already includes all applicable taxes, fees and charges required by the government. **Gibson's Shoe Factory 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. **Gibson's Shoe Factory Inc.** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **Gibson's Shoe Factory Inc.** 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 **Gibson's Shoe Factory Inc.** still fails to deliver the item after the lapse of fifteen (15) calendar days 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 **Gibson's Shoe Factory 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.
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,

ANNEX "A" OF P.O. NO. 1009

SUPPLY AND DELIVERY OF ONE (1) LOT SAFETY SHOES
covered by ITB No. NPSVP17-048COR-09

Page 1 of 3


Baby Arjun C. Andron
Signature over printed Name of Supplier

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. The Contractor/Supplier shall be held liable for any damages/accidents that may be incurred during the transportation of the materials to the designated delivery place indicated in the Contract.
12. **Gibson's Shoe Factory Inc.** hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

Quantity	DESCRIPTION
25 PAIRS	SAFETY SHOES, LOW CUT ASTM2413-05 1/75 EH, Full Grain Leather, Nylon Mesh Lining, Nylon Mesh Sock Liner, PU Midsole, Steel Shank, PU Outsole, Direct Injection Construction, Color Black Brand: Gibson's
21 PAIRS	SAFETY SHOES, MID CUT Leather, Steeltoe, Color Black, Mid-Cut Brand: Gibson's

- 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.

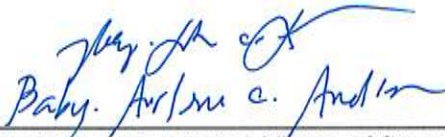
ANNEX "A" OF P.O. NO. 1009

SUPPLY AND DELIVERY OF ONE (1) LOT SAFETY SHOES
covered by ITB No. NPSVP17-048COR-09

Page 2 of 3

May. 10. 2017
 Baby. Arlene C. Andino
 Signature over printed Name of Supplier

- 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 **Gibson's Shoe Factory 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 to suspend payment.
13. Schedule of payment: PAGCOR shall pay in the total amount of **One Hundred Ten Thousand Pesos (PhP110,000.00), VAT exclusive – zero rated transaction** upon completion of delivery of the goods and upon PAGCOR's issuance of Certificate of Acceptance.
14. This Annex A, consisting of three (3) pages, shall form part of PO # 1009.


Baby Arlene C. Andina

Signature over printed Name of Supplier/Date