



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

PURCHASE ORDER

Page # 1
 Supplier : JOHNNEN JOHN-HENRY TRADING, INC. (JOHN-HENRY CAR CARE CTR)
 Address : GEN. SEGUNDO AVE., BRGY. 12, LADAS CITY, ILOCOS NORTE
 TIN : 000-220-497-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 17020
 SEQ.# 1
 PO Date : 22 DEC 2017
 ITB Number : SVP17-000221LO
 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# 2502 1 108002570	VALET SERVICES/TRANSPORT SERVICES - ONE TIME REPAIR & MAINTENANCE OF MOTOR VEHICLE, PLATE NO.: SEV-662 BRAND: TOYOTA BRANDIA, MODEL: 1999 PLS REFER TO ATTACHED ANNEX	1.00	LOT	64,616.00	64,616.00
PMD# 2503 2 108002570	VALET SERVICES/TRANSPORT SERVICES - ONE TIME REPAIR & MAINTENANCE OF MOTOR VEHICLE, PLATE NO.: SHL-709 BRAND : NISSAN FRONTIER, MODEL: 2005 PLS REFER TO ATTACHED ANNEX	1.00	LOT	44,891.00	44,891.00

--- NOTHING FOLLOWS ---

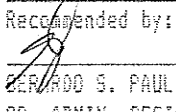
Attachment: APP2017, RV, RFO, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT
 Remarks : SUP&DEL OF LABOR&MAT. FOR MOTOR VEH MAINTENANCE SERVICES UNDER ITB
 Total Amount in Words: ONE HUNDRED NINE THOUSAND FOUR HUNDRED NINETY SEVEN PESOS ONLY

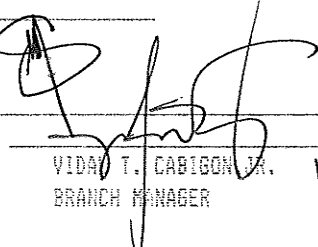
SUB-TOTAL :	109,497.00
TOTAL :	109,497.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	109,497.00

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 Certificate and Purchase Order upon delivery.

Signature Over Printed Name of Supplier

Recommended by:  : Funds Available
 FLORESCO R. SORIANO
 AVP/SA Acctg Dept/Section:
 SR. ADMIN. OFFICER : Budget Authorization No. 170102 Amount 109,497.00

Approved By:  12/22/17
 VIDAR T. CABIGON JR.
 BRANCH MANAGER

Purchase Order No. 17020
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. **John-Henry Trading, Inc. (John-Henry Car Care Center)** 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. **John-Henry Trading, Inc. (John-Henry Car Care Center)** shall complete the supply & delivery of goods within the time prescribed in the NTP. Should **John-Henry Trading, Inc. (John-Henry Car Care Center)** 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 may have the option to rescind the contract, without prejudice to other courses of action and remedies open to it.

In case **John-Henry Trading, Inc. (John-Henry Car Care Center)** still fails to deliver the item after the lapse of seven (7) calendar 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 **John-Henry Trading, Inc. (John-Henry Car Care Center)** 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,

ANNEX 'A' OF P.O. NO. 17020

Supply and Delivery of Labor and Materials for Motor Vehicle Maintenance Services under HB No. 54117-

000221LO

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Signature over printed Name of Supplier

WELVA F. HENRY

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. **John-Henry Trading, Inc. (John-Henry Car Care Center)** hereby further warrants and represents that:


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

QUANTITY	DESCRIPTION
1 LOT	<p>Repair and Maintenance of Motor Vehicle: Plate No.: SEV-662 Brand: Toyota Grandia Model: 1999</p> <p>Scope of Works for repair and maintenance: (all items are inclusive of labor/services)</p> <ul style="list-style-type: none"> • 7 liters - Oil, full synthetic with labor and materials • 1 pc - Oil filter with labor and materials • 1 pc - Fuel filter with labor and materials • 1 pc - Air cleaner with labor and materials • 2 pcs - Wiper blade-front • 1 pc - Wiper blade-rear • 1 can - Brake cleaner • 5 liters - Transmission fluid with labor and materials • 4 liter - Differential fluid with labor and materials • 7 liters - Coolant with labor and materials • 1 pc - Valve cover gasket with labor and materials • 4 pcs - Shock absorber with labor and materials • 2 pcs - Tie rod end with labor and materials • 2 pcs - Rack end with labor and materials • 1 lot - Wheel alignment • 1 pc - Sealant beta gray • 2 pcs - Rear door shock lifter with labor and materials • 1 pc - Pilot bearing with labor and materials • 1 pc - Release bearing with labor and materials • 1 pc - Clutch lining with labor and materials

J. F. FERNANDEZ
 Signature over printed Name of Supplier

Signature over printed Name of Supplier
 (M LWA)
 H. L. W. S.
 F. B. M. A.

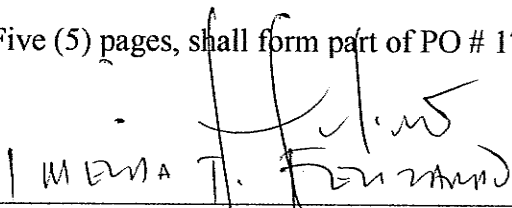
	<ul style="list-style-type: none"> • 1 pc - Clutch cover with labor and materials • 1 lot - Car tint, with labor and materials • 1 set - Floor mat materials • 1 lot - Repaint of front panel with labor and materials (copying original color)
To be scheduled on the 3rd week of December 2017 upon receipt of notice from the effectivity date specified in the NTP	
1 Lot	<p>Repair and Maintenance of Motor Vehicle: Plate No.: SHL-709 Brand : Nissan Frontier Model : 2005</p> <p>Scope of Works for repair and maintenance: (all items are inclusive of labor/ services)</p> <ul style="list-style-type: none"> • 7 liters - Oil fully synthetic with labor and materials • 1 pc - Oil filter with labor and materials • 1 pc - Fuel filter with labor and materials • 1 pc - Air cleaner with labor and materials • 5 liters - Transmission fluid with labor and materials • 4 liters - Differential fluid with labor and materials • 7 liters - Coolant with labor and materials • 1 pc - Power steering fluid • 1 pc - Speedometer cable with labor and materials • 2 pcs - Wiper blade • 1 pc - Brake cleaner • 2 pcs - Head light – Halogen Bulb with labor and materials • 1 pc - Pilot bearing with labor and materials • 1 pc - Release bearing with labor and materials • 1 pc - Clutch lining with labor and materials • 1 pc - Clutch cover with labor and materials • 3 pcs - Fan belt with labor and materials • 1 pc – Repair Steering wheel harness with labor and materials • 2 pcs - Cross joint with labor and materials • 1 lot - Car tint, with labor and materials • 1 set - Floor mat
To be scheduled on the 4th week of December 2017 upon receipt of notice from the effectivity date specified in the NTP	
One (1) time service for the repair and maintenance of various PAGCOR vehicles	
<u>TERMS AND CONDITIONS:</u>	
1. Inclusion of Testing and Commissioning of Service Vehicles;	
2. The service provider/supplier must indicate the warranty period for the job done which must not be lesser than the standard warranty period;	


 I M L M A
 Signature over printed Name of Supplier

3. Pull-down transmission for vehicle with Plate No.: SEV-662, Toyota Grandia, Model: 1999	
4. The service provider/supplier should submit a separate price list per item/service during the submission of quotation;	
5. The service provider/supplier must submit a billing statement per vehicle;	
6. The service provider/supplier shall accept changes in the prescribed schedule, notice to this effect shall be forwarded to the service provider/supplier at least three (3) days before the implementation;	
7. The service provider/supplier shall ensure that all items/descriptions to be used are brand new/branded and in accordance with the standard specifications;	
8. The service provider/supplier must ensure to return all waste and material items to PAGCOR;	
9. The service provider/supplier shall be responsible to the damages of the service vehicle during the entire repairs;	
10. Any incidental/accidental damages within a period of repairs shall be shouldered by the service provider/supplier;	
11. The service provider/supplier must ensure that all left-over items shall be returned to PAGCOR;	
12. No incidental expenses shall be accepted, unless stipulated in the contract (Annex"A"); and	
13. Payment shall be based on actual quotation and shall not exceed the total contract price;	
Delivery Period	Seven (7) calendar days upon acceptance by the winning bidder of PAGCOR vehicle.
Delivery Place	Casino Filipino – Ilocos Norte (365 Plaza, Valdez Center) Brgy. 01, San Francisco, San Nicolas, Ilocos Norte.

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. 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.
 - e. 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 **ONE HUNDRED NINE THOUSAND FOUR HUNDRED NINETY SEVEN PESOS (PHP109,497.00)**, VAT Exclusive, Zero Rated Transaction upon completion of the supply & delivery of the goods and upon PAGCOR's issuance of Certificate of Acceptance.
13. This Annex A, consisting of Five (5) pages, shall form part of PO # 17020.


I M ENA T. FERNANDEZ 12/22/17
Signature over printed Name of Supplier/Date