



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. 1171
 SEQ.# 1
 PO Date : 23 APR 2018
 Mode of Purchase: NEG PROC - SVP
 Buyer Code : VSP

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

Place of Delivery : PAGCOR HOUSE 1330 ROXAS BLVD. Payment Term :

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
PMD#98405	MALABON				
1 101023127	COFFEE MUG CERAMIC MUG, COLOR WHITE WITH PRINT TWO SIDE, "FATHER'S DAY CELEBERATION"	250.00	PC	97.70	24,425.00
PMD#98434	MALABON				
2 101023127	COFFEE MUG CERAMIC MUG, COLOR WHITE WITH PRINT TWO SIDE, "MOTHER'S DAY CELEBRATION"	250.00	PC	97.70	24,425.00

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

Attachment: APP, TOR, RFD, AOC, AWARD OF CONTRACT
 Remarks : UNDER ITB NO. SV18-02-014

SUB-TOTAL :	48,850.00
TOTAL :	48,850.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	48,850.00

Total Amount in Words: FORTY EIGHT THOUSAND EIGHT HUNDRED FIFTY PESOS ONLY

TERMS AND CONDITIONS OF PURCHASE

- > Delivery must be made on or before _____.
- > 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.
- > All FREE items that come with the item/s purchased must be included/reflected in the Delivery Receipt/Sales Invoice.

Signature
 Signature Over Printed Name of Supplier

"This is to certify that the procurement for the items contained in this Purchase Order is in accordance with Republic Act No. 9184, its Implementing Rules and Regulations and other applicable laws".

- ;; Limited Source Bidding (Selective Bidding) ; ; Shopping
- ;; Direct Contracting (Single Source Procurement) ; ; Negotiated Procurement

Recommended by: <i>Rowena B. Dizon</i> ROWENA B. DIZON SR. PROCUREMENT OFFICER	: Funds Available	<i>Sharon S. Quintanilla</i> SHARON S. QUINTANILLA
Approved By: <i>Hernando C. Apigo</i> HERNANDO C. APIGO AVP - PD, ESG	: Budget Authorization No. <i>18-01-0004</i>	Amount <i>48,850.00</i>

Purchase Order No. 1171
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. **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 & delivery of 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 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 **TANJER ENTERPRISES** 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 **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 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 in herein, or to borrow money on

Signature over printed Name of Supplier

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:

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

DESCRIPTION	QUANTITY
COLOR: WHITE MATERIAL: CERAMIC PRINT: 2-COLOR, 2-SIDE PRINTING PACKAGING: INDIVIDUALLY PACKED IN A WHITE BOX	500 pieces
BREAKDOWN OF QUANTITY	
250 PIECES - FOR FATHER'S DAY 250 PIECES - FOR MOTHER'S DAY	

- 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 **seven (7) calendar days** upon receipt of notice. Failure to replace the same 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 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. That **TANJER ENTERPRISES** shall be held liable/accountable to any damages to property, structures or loss of life incurred during the transport of goods to the place of delivery

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13. Schedule of payment: PAGCOR shall pay in the total amount of **Forty Eight Thousand Eight Hundred Fifty Pesos (PhP48,850.00)**, VAT Exclusive, Zero Rated Transaction upon completion of the supply & delivery of the goods and upon PAGCOR's issuance of final Certificate of Acceptance.
14. This Annex A, consisting of three (3) pages, shall form part of **PO # 1171**.

[Signature]
TRACY WENCA J. 4/24/18
Signature over printed Name of Supplier/Date