



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

PURCHASE ORDER

Page # 1
 Supplier : **BJPGC SINGG ENTERTAINMENT**
 Address : 119 TADON ST., TADON II, KANIT CAVITE
 TIN : 225-118-250-000
 VRI : All items are VRI Exclusive / Item Rated

P.O. No. 1576
 SSO # 1
 PO Date : 30 JAN 2019
 IIR Number : N019-01-00-0000
 Buyer Code : 000

Attention :

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

Place of Delivery : **AO PER P.O. ANNEC**

Payment Term : **PER ANNEC 2**

Item No.	Description	Quantity	Unit	Unit Cost	Amount
000011017 1 112001198	HALADON FOOD CLASSIC PREMIUM WHITE TEAUY LARGE SIZE, "OGA LAKA" 1-PC./DOZ SEALED INDIVIDUALLY	1,000.00	PKGS	286.00	286,000.00

--- NOTHING FOLLOWS ---

Attachment/RY, APP. AMORD UP CONTRACT, UTILIZATION NOTICE UP AMORD, ADDTAC:

GRAND TOTAL	286,000.00
TOTAL	286,000.00
LESS DISCOUNT	
ENCASE	
GRAND TOTAL	286,000.00

Remarks :

Total Amount in Words: **TWO HUNDRED EIGHTY SIX THOUSAND TWO HUNDRED TWENTY TWO 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, and Purchase Order upon delivery.

Signature Over Printed Name of Supplier

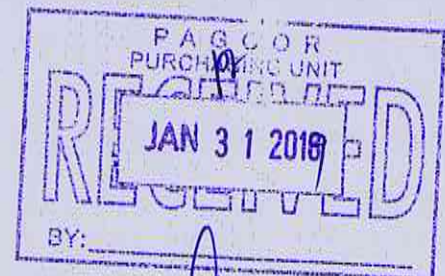
Recommended for

BERNARD B. DIZON
 SR. PROCUREMENT OFFICER

Funds Available:
 20000000.00
 20000000.00
 Budget Authorization No. 1611-1122 Amount 286,000.00

Approved by:

BERNARD B. DIZON
 SR. VICE PRESIDENT, PG



Purchase Order No. 1476
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. **SIPSC 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. **SIPSC ENTERPRISES** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **SIPSC 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 **SIPSC 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 **SIPSC 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.

ANNEX "A" OF P.O. NO. 1476

SUPPLY AND DELIVERY OF "TICTIC" FOR GIVEAWAYS OF BOPs 1, 2 AND 4 FOR CHINESE NEW YEAR CELEBRATION
IR3000 (T)B No. 00/19-01-0030CR

Page 1 of 4

Signature over printed Name of Supplier
S. H. ...
SIPSC ENTERPRISES

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. SIPSC ENTERPRISES hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

Quantity	DESCRIPTION
1669 Pieces	<p style="text-align: center;">"Tikoy", Solo (Classic White Premium)</p> <p>GLUTINOUS RICE AND WHITE SUGAR</p> <p>SIZE: LARGE COLOR: WHITE PRODUCT: BRANDED PACKAGING: 1-PIECE/BOX INDIVIDUALLY SEALED IN PLASTIC</p>
<p>Product Expiration: At least eight (8) months from delivery date.</p>	
<p>Delivery Date: Within three (3) calendar days upon receipt of the Notice to Proceed (NTP).</p> <p>Place of Delivery: Satellite Operations Group (SOG) 1, Bonquillo Satellite - 661 Bonquillo Street, Sta. Cruz, Manila</p>	
<p>To guarantee the faithful performance of the winning bidder's obligations, it shall post a Performance Security prior to the signing of the contract, in accordance with any the following schedule:</p>	


 FORWA VEASANO
 Signature over printed Name of Supplier

ANNEX "A" OF P.O. NO. 1478

SUPPLY AND DELIVERY OF "TIKOY" FOR GIVEAWAYS OF SOG 1, 2 AND 4 FOR CHINESE NEW YEAR CELEBRATION UNDER ITB NO. SY19-01-003COR

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. Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank. If issued by a foreign bank; or	
Surety Bond callable upon demand issued by a surety insurance company duly certified the Insurance Commission authorize to issue such security specific for the contract awarded.	Thirty Percent (30%)

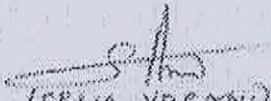
The Performance Security shall remain valid for the entire contract duration and shall be release only after the issuance by the Philippine Amusement and Gaming Corporation (PAGCOR) of the final Certificate of Acceptance (issuance of the IAR); Provided that PAGCOR has no claims filed against the contract awardee or the surety or insurance company.

- 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 SIPSC 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.

13. Schedule of payment: PAGCOR shall pay in the total amount of **Three Hundred Ninety-ANNEX "A" OF P.O. NO. 1476**

Seven Thousand Two Hundred Twenty-Two Pesos (PHP397,222.00), 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 # 1476.


LORLA VERANO 01/21/19
Signature over printed Name of Supplier/Date

ANNEX "A" OF P.O. NO. 1476

SUPPLY AND DELIVERY OF "TIGAY" FOR GATEWAYS OF SOGS 1, 2 and 4 FOR CHINESE NEW YEAR CELEBRATION
UNDER ITS NO. 6Y19-01-000008

Page 4 of 4