



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

**PURCHASE ORDER**

Page # 1  
 Supplier : CRIPTON CRIPTONITE OFFICE AND SCHOOL S  
 Address : POBLACION SUR, STA. MARIA, ILOCOS SUR  
 TIN : 217-461-638-000  
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 20005  
 SEQ.# 1  
 PO Date : 16 JUL 2020  
 Mode of Purchase: NEGO.PROC(SMALL VALU)  
 Buyer Code : BSN

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

Place of Delivery : CASINO-ILOCOS NORTE Payment Term :

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
PWD# 8264	STOCK REPLENISHMENT-PPD				
1 107003144	ALCOHOL, ETHYL ALCOHOL 70% SOLUTION, 500ML	139.00	BOTL	74.25	10,320.75
2 101023017	DISINFECTANT, AEROSOL 400GRAMS	24.00	CAN	593.00	14,280.00

- - - NOTHING FOLLOWS - - -

Attachment: APPROVED APP2020, ACCOMPLISHED RFD, AOC AS READ&CALCULATED, AWARD, NGA  
 PO ANNEX, RV.  
 Remarks : TWO(2) LOTS SUPDEL. OF STOCK OFFICE  
 SUPPLIES LOT NO.2-ITB NO.SV200  
 Total Amount in Words: TWENTY FOUR THOUSAND SIX HUNDRED PESOS AND 75/100 ONLY

SUB-TOTAL :	24,600.75
TOTAL :	24,600.75
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	24,600.75

**TERMS AND CONDITIONS OF PURCHASE**

- > Delivery must be made on or before WITHIN (7) CALENDAR DAYS UPON RECEIPT OF NOTICE TO PROCEED (NTP).
- > 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.

MARIE MARTINA R. DOCONO 7-21-2020  
 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. 9104, its Implementing Rules and Regulations and other applicable laws".

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

Recommended by:	Funds Available	
<u>FLORESCO A. SORIANO</u>		ROZELLE F. FELIPE ACO
SENIOR ADMN. OFFICER		AVP/SA Acctg Dept/Section:
	Budget Authorization No. <u>LN 19-08-197</u>	Amount <u>24,600.75</u>

Approved By: RODOLFO P. GATBULA 07-20-20  
 BRANCH MANAGER

**Purchase Order No. 20005**  
**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. **CRIPTONITE OFFICE AND SCHOOL SUPPLIES TRADING** 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. **CRIPTONITE OFFICE AND SCHOOL SUPPLIES TRADING** shall complete the supply & delivery of goods within the time prescribed in the P.O. should **CRIPTONITE OFFICE AND SCHOOL SUPPLIES TRADING** 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 **CRIPTONITE OFFICE AND SCHOOL SUPPLIES TRADING** 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** may have the option to terminate the purchase.

3. In the event that **CRIPTONITE OFFICE AND SCHOOL SUPPLIES TRADING** 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 sub-contracted 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

ANNEX "A" OF P.O. NO. 20005

LOT NO. 2 - Two (2) Lots Supply and Delivery of Stock Office Supplies under ITB No.SV20-06-003ILO.

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HANDEE VIGILIANA P. DECONO  
Signature over printed Name of Supplier

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. **CRIPTONITE OFFICE AND SCHOOL SUPPLIES TRADING** hereby further warrants and represents that:

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

ITEM/DESCRIPTION	QUANTITY	UNIT COST (VAT-Exclusive, Zero-rated Transaction)	TOTAL COST (VAT-Exclusive, Zero-rated Transaction)
◦ ALCOHOL, ETHYL, 70% SOLUTION, 500ML	139 BOTTLE	74.25	10,320.75
◦ DISINFECTANT, AEROSOL, 400 GRAMS	24 CAN	595.00	14,280.00
<b>TERMS AND CONDITIONS:</b>			
1. The SUPPLIER must have the mandatory government license/permit to operate.			
2. The SUPPLIER must set reasonable rates for PAGCOR.			
3. The SUPPLIER, upon payment by PAGCOR, must issue the required Official Receipt/Collection Receipt and must issue Delivery Receipt upon delivery of the goods.			
4. The SUPPLIER must deliver all items to the Casino Filipino – Ilocos Norte, Second Floor (2 <sup>nd</sup> flr) Viven Hotel, San Nicolas, Ilocos Norte.			
Delivery Place	Casino Filipino – Ilocos Norte, Second Floor (2 <sup>nd</sup> flr), Viven Hotel, 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. The damaged items shall be replaced within two (2) calendar days upon receipt of notice. Failure to replace the same within the same period shall make **CRIPTONITE OFFICE AND SCHOOL SUPPLIES TRADING** 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.

HANDED OVER TO  
 HANDED OVER TO  
 Signature over printed Name of Supplier

- f. It shall pay taxes in full and on time, failure to do so will entitle **PAGCOR** to suspend payment.
12. **PAGCOR** shall pay the total amount of **Twenty Four Thousand Six Hundred Pesos and 75/100 (PhP24, 600.75), VAT-Exclusive, Zero Rated Transaction**, upon completion of the supply & delivery of the goods and upon **PAGCOR's** issuance of Certificate of Acceptance.
13. **CRIPTONITE OFFICE AND SCHOOL SUPPLIES TRADING** should deliver the goods within seven (7) calendar days upon receipt of notice to proceed.
14. This Annex A, consisting of three (3) pages, shall form part of PO # 20005.

*H. D. S. M.*  
HANDEE JUSTINA R. DOSONO 7-21-2020  
Signature over printed Name of Supplier/Date