



Philippine Amusement & Gaming Corporation

A Sure bet for Progress in Gaming, Entertainment and Nation Building
P.O. No. 1330

Page # 1

Supplier : D-DINDI DINDI APPLIANCE CENTER

Address : SAN PEDRO ST., DAVAO CITY

TIN :

VAT : All Items are VAT Inclusive

PURCHASE ORDER

SEQ.# 1

PO Date : 21 NOV 2014

Mode of Purchase: DIRECT CONTRACTING

Buyer Code : JMC

Gentlemen :

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

Place of Delivery : CASINO FILIPINO DAVAO

Payment Term :

Itemcode :	Description	Quantity :	Unit :	Unit Cost :	Amount
PMD#19689	I.T. SECTION				
1 101013052	DEVELOPER TOWER, SHARP	1.00	KIT	1,130.00	1,130.00
2 101013142	DEVELOPER FOR SHARP TONER	5.00	CART	4,944.00	24,720.00
3 104092210	TONER SHARP AX-203E BLADE, CLEANER BLADE, COPIER CLEANING BLADE SHARP	1.00	PC	1,833.00	1,833.00
4 104090747	DRUM KIT DRUMKIT FOR SHARP AR 203E	1.00	PC	2,270.00	2,270.00

--- NOTHING FOLLOWS ---

SUB-TOTAL : 29,953.00
 TOTAL : 29,953.00
 LESS DISCOUNT :
 CHARGE :
 GRAND TOTAL : 29,953.00

Attachment:

Remarks : FOR BRANCH USE

Total Amount in Words: TWENTY NINE THOUSAND NINE HUNDRED FIFTY THREE 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.

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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)
- ☐ Direct Contracting (Single Source Procurement)
- ☐ Shopping
- ☐ Negotiated Procurement

Recommended by:
 PELAGIO C. EUENAGHEA JR.
 SPO

: Funds Available
 :
 : Budget Authorization No. _____
 : Amount

REYNALDO A. SALANGSANG \ SBA
 AVP/SA Acctg Dept./Section:

Approved By:
 DARIC V. CORDERO
 GENERAL MANAGER

Purchase Order No. 13430
(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. **DIMDI CENTRE 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. **DIMDI CENTRE INC.** shall complete the supply and delivery of the goods within the time agreed by both parties prescribed in the PO. Should **DIMDI CENTRE INC.** incur delay in its performance, it shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered goods 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 **DIMDI CENTRE INC.** still fails to deliver the item after the lapse of thirty (30) calendar days from the supposed date of delivery, in addition to the forfeiture of the performance security and the penalties agreed upon, PAGCOR shall have the option to terminate the purchase.

3. In the event that **DIMDI CENTRE 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 facts and circumstances arise or are discovered which render this PO disadvantageous to the Government, the parties hereto agree immediately to re-negotiate its terms and conditions.

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 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.

Signature over printed Name of Supplier

MARK JESSEY TAYLOR

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.

Signature over printed Name of Supplier

MARK JOSEPH FARUEN

11. **DIMDI CENTRE INC.** hereby further warrants and represents that:

a. The goods and specifications shall be as described under the P.O. as follows:

QUANTITY	DESCRIPTION
5 pcs.	TONER, SHARP AR-203E
1 pc.	CLEANING BLADE - SHARP
1 pc.	DEVELOPER FOR SHARP
1 pc.	DRUM KIT FOR SHARP, AR 203E

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. **DIMDI CENTRE INC.** likewise agrees to hold PAGCOR free and harmless from any and all claims for copyright or trademark infringement, and other violations of intellectual property rights by any person or entity against PAGCOR arising out of any act or omission of in performing its printing services.

d. The defective items shall be replaced within **fifteen (15)** calendar days from the receipt of notice. Failure to replace the defective items within the same period shall make the supplier 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, including Sundays and Holidays.

- 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.
- g. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by **DIMDI CENTRE INC.**, a warranty shall be required from it for a minimum period of **three (3) months** after performance of the contract.
- h. The obligation for the warranty shall be covered by either Retention Money equivalent to at least ten percent (10%) of every progress payment or a special bank guarantee equivalent to at least ten percent (10%) of the total contract price.
- i. The said amounts shall only be released after the lapse of the warranty period provided, however that the goods supplied are free from patent and latent manufacturer defects and all conditions imposed under the contract have been fully met.
- j. The goods shall have a warranty of **three (3) months** from the date of acceptance of specified items in the Purchase Order, without prejudice to manufacturer's warranty

12. Delivery schedule **DIMDI CENTRE INC.** shall deliver the items required within **FIFTEEN (15)** calendar days from the effectivity date specified in the Notice to Proceed. The items shall be delivered at **Casino Filipino -Davao Lanang, Davao City 8000.**

13. Schedule of payment: **PAGCOR SHALL PAY THE TOTAL AMOUNT OF TWENTY-NINE THOUSAND NINE HUNDRED FIFTY-THREE PESOS (PhP 29, 953.00),** VAT-Exclusive, Zero-Rated Transaction, based on any of the following:

A. 90% of the total contract price subject to PAGCOR's acceptance in writing of the items described in the PO.	Twenty-Six Thousand Nine Hundred Fifty-Seven and 70/100 Pesos (PhP 26,957.70)
10% Retention of the total contract price to be paid after three (3) months from the acceptance, if and when no patent and latent defects are noted.	Two Thousand Nine Hundred Ninety-Five and 3/100 Pesos (PhP 2,995.3)

Or;

Signature over printed Name of Supplier


Mark Joseph Travencon

<p>B. 100% of the total contract price to be paid after performance of the contract, provided that the goods supplied are free from patent and latent defects and all conditions imposed under this annex have been fully met; subject to PAGCOR's acceptance in writing and upon submission of a Special Bank Guarantee equivalent to at least 10% of the total price of the delivered goods valid for three (3) months from the issuance of the final Certificate of Acceptance.</p>	<p>Twenty-Nine Thousand Nine Hundred Fifty-Three Pesos (PhP 29,953.00)</p>
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14. Performance Security: To guarantee the faithful performance of DIMDI CENTRE INC. obligations under this Annex A, it shall post a Performance Security prior to the execution of the PO, in accordance with any of the following schedule:

Forms of Performance Security	Amount of the Performance Security (Percentage of the Total Contract Price)
Cash, cashier's/manager's check issued by a Universal or Commercial Bank;	Five Percent (5%) One Thousand Four Hundred Ninety-Seven Pesos and 65/100 (PhP 1,497.65)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, Provided however that if issued by a foreign bank, it shall be duly confirmed by a Universal or Commercial Bank; or Surety Bond (which is acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Thirty Percent (30%) Eight Thousand Nine Hundred Eighty-Five Pesos and 9/100 (PhP 8,985.9)
Any combination of the foregoing	Proportionate to share of form with respect to the total amount of security

The performance security shall remain valid until issuance by PAGCOR of the Final Certificate of Acceptance.

15. This Annex A, consisting of four (4) pages, shall form part of PO # 13430.

MARK JOSEPH TANIGON

Signature over printed Name of Supplier/Date