



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

PURCHASE ORDER

Page # 1

P.O. No. 858

Supplier : SUNSTAR SUN STAR DAVAO PUBLISHING, INC.

EO. # 1

Address : DR. S ERRO PELAYO BLDG., JACINTO ST., BANGKAY 29-C

PO Date : 7 MAY 2015

TIN : 290-001-693-727

ITB Number : 11-52-2014

VAT : All Items are VAT Exclusive / Zero Rated

Buyer Code : CVC *ow*

Gentlemen :

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

Place of Delivery : REFER TO ANNEX A

Payment Term : PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
PH0825/8 1 106002973	CORPORATE COMMUNICATIONS DEPT. SERVICES	1.00	LOT	127,727.60	127,727.60
--- NOTHING FOLLOWS ---					
SUB-TOTAL :					127,727.60
TOTAL :					127,727.60
LESS DISCOUNT :					
CHARGE :					
GRAND TOTAL :					127,727.60

Attachment: BUDGET, RV, OAG, AWARD OF CONTRACT, NOTICE OF AWARD

Remarks :

Total Amount in Words: ONE HUNDRED TWENTY SEVEN THOUSAND SEVEN HUNDRED TWENTY SEVEN PESOS AND 60/100 CN

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.

TESSIE A. PANA
 Signature Over Printed Name of Supplier

Recommended by: *[Signature]*
 EDUARDO D. LAGUNA
 ASST. VICE PRESIDENT, OAGD

Funds Available : *7. Fund 4/2*
 VIVAL T. CARREON JR.
 AS/SA Acctg Dept/Section:
 Budget Authorization No. *7.1410-1068* Amount *₱ 127,727.60*

Approved By: *[Signature]*
 PA. RETHA B. CARREON
 ASST. VICE PRESIDENT, PFD



Philippine Amusement and Gaming Corporation

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Annex A – Terms and Conditions of Purchase Order No. 558

1. The total price stated in the Purchase Order (P.O.) already includes all applicable taxes, fees and charges required by the government. **SUN STAR DAVAO PUBLISHING, 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. **SUN STAR DAVAO PUBLISHING, INC.** shall complete the supply and delivery of the goods within the time prescribed in the PO. Should **SUN STAR DAVAO PUBLISHING, INC.** incur delay in its performance, it shall pay liquidated damages in the amount of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion 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 **SUN STAR DAVAO PUBLISHING, INC.** still fails to deliver the items 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 contract.

3. In the event that **SUN STAR DAVAO PUBLISHING, 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 the facts and circumstances arise or are discovered which renders this PO disadvantageous to the Government, the parties hereto agree immediately to renegotiate 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 right 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

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Annex "A" - Purchase Order: 558

Print Ad Placements for the Promotion of Corporate & Social Responsibility (CSR) Projects, Events and Various Undertakings for January to December 2015 in Sun Star Davao under ITB No. 11-22-2014

MARIA TERESA D. OCAMPO

TESTE A. PANA
AUTHORIZED SIGNATORY OF SUN STAR DAVAO
PUBLISHING, INC.

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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 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. SUN STAR DAVAO PUBLISHING, INC. hereby further warrants and represents that:
 - a. The goods and specifications shall be as described under the PO.

DESCRIPTION OF SERVICE REQUIREMENT
Project: Print Ad Placements for the Promotion of Corporate & Social Responsibility (CSR) Projects, Events and Various Undertakings for January to December 2015 in Sun-Star Davao
TECHNICAL SPECIFICATIONS/SCOPE OF WORK
Type: Provincial/Local Newspaper
Frequency: Daily (Monday to Sunday)
Circulation: 20,000 copies daily or more
Distribution: Mindanao Region
Target Market: Class A to E (Socio Economic Class)
Number of Columns: 6 columns
Paper Width (Printing size): 25.8 cm.
Paper Height (Printing size): 38.2 cm.

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Annex "A" - Purchase Order: 558

Print Ad Placements for the Promotion of Corporate & Social Responsibility (CSR) Projects, Events and Various Undertakings for January to December 2015 in Sun Star Davao under ITB No. 11-22-2014

MARIA TERESA D. OCAMPO

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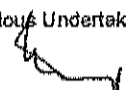
JESSE A. PABLO
 AUTHORIZED SIGNATORY OF SUN STAR DAVAO
 PUBLISHING, INC.

JESSE A. PANI
 AUTHORIZED SIGNATORY OF SUN STAR DAVAO PUBLISHING, INC.

Requirement: Half Page, Full Color (6 cols x 19.1 cm.)		
Thirteen (13) insertions of the following requirements:		
DESCRIPTION	TOTAL INSERTIONS	COVERING PERIOD
Half Page, Full Color (6 cols. x 19.1 cm.)	Thirteen (13)	May-Dec 2015
Additional Terms and Conditions:		
Publication material shall be provided by the following:		
Corporate Communications and Services Department (CCSD) Half Page, Full Color = 5 insertions		
Entertainment Department (ED) Half Page, Full Color = 8 insertions		
SUN STAR DAVAO PUBLISHING, INC. coordinate with CCSD/ED the material to be published based on the number of insertions allotted for each department.		
SUN STAR DAVAO PUBLISHING, INC. shall coordinate with CCSD/ED the insertions dates prior to the publication of the print ad		
SUN STAR DAVAO PUBLISHING, INC. shall provide CCSD/ED with three (3) copies of the published ad as proof of publication		

- 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. It shall pay taxes in full and on time, failure to do so will entitle PAGCOR to suspend payment.
- e. A valid Tax Clearance from the Bureau of Internal Revenue (BIR) shall be presented and submitted by SUN STAR DAVAO PUBLISHING, INC. before the end of the contract duration and processing of the last payment.

Failure to submit a valid Tax Clearance shall cause PAGCOR to withhold the processing of the last/final payment until the submission of said document.


 MARIA TERESA D. OCAMPO



- f. Printing errors should be corrected by SUN STAR DAVAO PUBLISHING, INC. within three (3) calendar days from notice. Failure to correct printing errors within three (3) calendar days shall be a ground for the forfeiture of the Performance Security, without prejudice to all other legal remedies.
12. Schedule of payment: PAGCOR shall pay the total amount of One Hundred Twenty-Seven Thousand Seven Hundred Twenty-Seven Pesos and 60/100 (PhP127,727.60), VAT Exclusive, Zero-Rated Transaction for Thirteen (13) Print Ad placements at the agreed upon rate, as follows:

DESCRIPTION OF SERVICE REQUIREMENT	
Project: Print Ad Placements for the Promotion of Corporate & Social Responsibility (CSR) Projects, Events and Various Undertakings for January to December 2015 in Sun Star Davao	
TECHNICAL SPECIFICATIONS / SCOPE OF WORK	PRICE
Half Page, Full Color (6 cols. x 19.1 cm.)	One Hundred Twenty-Seven Thousand Seven Hundred Twenty-Seven Pesos and 60/100 (PhP127,727.60) or at Nine Thousand Eight Hundred Twenty-Five Pesos and 20/100 (PhP9,825.20) per insertion

The cost of the print ads placed shall be billed per insertion, payable within thirty (30) calendar days upon receipt of Billing/Sales Invoice provided all conditions imposed under the contract have been fully met and subject to PAGCOR'S issuance of Certificate of Acceptance per insertion.

13. Performance Security: To guarantee the faithful performance of SUN STAR DAVAO PUBLISHING, INC.'s obligations under this PO, PAGCOR shall secure five percent (5%) Retention Money of every progress payment provided monthly, which shall not exceed the total amount of Six Thousand Three Hundred Eighty-Six Pesos and 38/100 (PhP 6,386.38). The Performance Security shall remain valid until issuance by the PAGCOR of the final Certificate of Acceptance.
14. This Annex A, consisting of four (4) pages, shall form part of PO # 558.

TERESITA A. PANIA

Signature over printed Name of Supplier

TERESITA A. PANIA
 AUTHORIZED SIGNATORY OF SUN STAR DAVAO
 PUBLISHING, INC.

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