



Philippine Amusement & Gaming Corporation

A Sure bet for Progress in Gaming, Entertainment and Nation Building

PURCHASE ORDER

P.O. No. 13505

Page # 1

Supplier : D-MADEL MADELICIOUS FOODS CORPORATION
Address : B.S. ONG STREET, QUEZON AVENUE, PALA-O DAVAO CITY
TIN : 006-691-039-000
VAT : All Items are VAT Exclusive / Zero Rated

SEQ.# 1
PO Date : 24 JUN 2015
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#20451 BINGO SECTION (IN-HOUSE)

1 128007650 FOOD

1000 X 70 = 70,000 X 3 EVENT
- 210,000. DELIVERY DATE: 6/28
,2015. SEPT. 20, 2015.
DEC. 13, 2015

1.00 LOT 210,000.00 210,000.00

PMD#20452 BINGO SECTION (IN-HOUSE)

2 128007650 FOOD

38 X 160 X 3 EVENTS = 18,240
DELIVERY DATE: JUNE 28, 2015.
SEPT. 20, 2015. DEC. 12, 2015

1.00 LOT 18,240.00 18,240.00

--- NOTHING FOLLOWS ---

Attachment:

SUB-TOTAL : 228,240.00
TOTAL : 228,240.00

LESS DISCOUNT :
CHARGE :
GRAND TOTAL : 228,240.00

Remarks : SUPPLY AND DELIVERY OF MEALS AND SN
FOR SHOWER OF MILLIONS/ BINGO

Total Amount in Words: TWO HUNDRED TWENTY EIGHT THOUSAND TWO HUNDRED FORTY PESOS ONLY

Purchase Order No. 19505
(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 **MADELICIOUS FOODS CORPORATION** 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. **MADELICIOUS FOODS CORPORATION** shall complete the supply and delivery of the goods within the time agreed by both parties prescribed in the PO. Should **MADELICIOUS FOODS CORPORATION** 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 **MADELICIOUS FOODS CORPORATION** 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 **MADELICIOUS FOODS CORPORATION** 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 renegotiate 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

Signature over printed Name of Supplier

[Handwritten Signature]

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. **MADDELICIOUS FOODS CORPORATION** hereby further warrants and represents that:

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

LOT No.	DESCRIPTION
1	Supply and Delivery of Snacks <u>MENU</u> (should consist of): 1 Sandwich or pastry 1 round softdrink or Iced Tea Good for one thousand (1,000) persons per event x 3 events
2	Supply and Delivery of Meals <u>MENU</u> (should consist of): 1 Rice 1 Meat Dish (Pork/ Beef/ Chicken/ Fish) 1 Vegetable Dish 1 round softdrink or Iced Tea Good for thirty-eight (38) persons per event x 3 events

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. **MADDELICIOUS FOODS CORPORATION** 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.

Signature over printed Name of Supplier

- d. The defective items shall be replaced within **one (1)** calendar day 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 **MADELICIOUS FOODS CORPORATION** a warranty shall be required from it for a minimum period of three (3) months from the issuance of the final Certificate of Acceptance or after the Goods are consumed, whichever is earlier.
- 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: **MADELICIOUS FOODS CORPORATION** shall deliver the items required on the effectivity date specified in the Notice to Proceed. The items shall be delivered at Casino Filipino Iligan Satellite, Macapagal Ave., Camague Highway, Tubod, Iligan City, based on the following schedule:

FIRST (1 st) DELIVERY				
Lot No.	Description	Quantity	Total	Delivered, Weeks/ Months
1	Snacks for Shower of Millions Bingo	1,000 packs	1,000 packs	June 28, 2015
2	Meals for Shower of Millions Bingo	38 packs	38 packs	
SECOND (2 nd) DELIVERY				
Lot No.	Description	Quantity	Total	Delivered, Weeks/ Months
1	Snacks for CF-Davao Shower of Millions Bingo	1,000 packs	1,000 packs	September 20, 2015 or upon advise of end-user
2	Meals for CF-Davao Shower of Millions Bingo	38 packs	38 packs	

THIRD (3 rd) DELIVERY					
Lot No.	Description	Quantity	Total	Delivered, Weeks/ Months	
1	Snacks for CF-Davao Shower of Millions Bingo	1,000 packs	1,000 packs		December 20, 2015 or upon advise of end-user
2	Meals for CF-Davao Shower of Millions Bingo	38 packs	38 packs		

13. Schedule of payment: **PAGCOR SHALL PAY THE TOTAL AMOUNT OF TWO HUNDRED TWENTY-EIGHT THOUSAND FOUR HUNDRED PESOS (PhP 228,400.00), VAT-Exclusive, Zero-Rated Transaction, based on any of the following:**

- A. **90%** of the total contract price upon completion of the supply and delivery of the aforesaid items, subject to PAGCOR's acceptance in writing of the items described in the PO.

FIRST (1 st) DELIVERY					
Lot No.	Description	Quantity	90% Payment	TOTAL	
1	Snacks for Shower of Millions Bingo	1,000 packs	PhP 63,000.00		PhP 68,472.00
2	Meals for Shower of Millions Bingo	38 packs	PhP 5,472.00		
SECOND (2 nd) DELIVERY					
Lot No.	Description	Quantity	90% Payment	TOTAL	
1	Snacks for Shower of Millions Bingo	1,000 packs	PhP 63,000.00		PhP 68,472.00
2	Meals for Shower of Millions Bingo	38 packs	PhP 5,472.00		
THIRD (3 rd) DELIVERY					
Lot No.	Description	Quantity	90% Payment	TOTAL	
1	Snacks for Shower of Millions Bingo	1,000 packs	PhP 63,000.00		PhP 68,472.00
2	Meals for Shower of Millions Bingo	38 packs	PhP 5,472.00		

- B. **10% Retention per completed delivery to be paid after three (3) months** from the formal acceptance, if and when no patent and latent defects are noted

FIRST (1 st) DELIVERY				
Lot No.	Description	Quantity	10% Payment	TOTAL
1	Snacks for Shower of Millions Bingo	1,000 packs	PhP 7,608.00	PhP 7,608.00
2	Meals for Shower of Millions Bingo	38 packs	PhP 608.00	
SECOND (2 nd) DELIVERY				
Lot No.	Description	Quantity	10% Payment	TOTAL
1	Snacks for Shower of Millions Bingo	1,000 packs	PhP 7,608.00	PhP 7,608.00
2	Meals for Shower of Millions Bingo	38 packs	PhP 608.00	
THIRD (3 rd) DELIVERY				
Lot No.	Description	Quantity	10% Payment	TOTAL
1	Snacks for Shower of Millions Bingo	1,000 packs	PhP 7,608.00	PhP 7,608.00
2	Meals for Shower of Millions Bingo	38 packs	PhP 608.00	

OR

100% per completed delivery provided that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met; subject to PAGCOR's acceptance in writing of the items described in the PO and upon submission of a Special Bank Guarantee at least ten percent (10%) of the total amount valid for **three (3) months** from issuance of the final Certificate of Acceptance.

FIRST (1 st) DELIVERY				
Lot No.	Description	Quantity	100% Payment	TOTAL
1	Snacks for CF-Davao Shower of Millions Bingo	1,000 packs	PhP 70,000.00	PhP 70,080.00
2	Meals for CF-Davao Shower of Millions Bingo	38 packs	PhP 6,080.00	
SECOND (2 nd) DELIVERY				
Lot No.	Description	Quantity	100% Payment	TOTAL
1	Snacks for CF-Davao Shower of Millions Bingo	1,000 packs	PhP 70,000.00	PhP 70,080.00
2	Meals for CF-Davao Shower of Millions Bingo	38 packs	PhP 6,080.00	
THIRD (3 rd) DELIVERY				
Lot No.	Description	Quantity	100% Payment	TOTAL
1	Snacks for CF-Davao Shower of Millions Bingo	1,000 packs	PhP 70,000.00	PhP 70,080.00
2	Meals for CF-Davao Shower of Millions Bingo	38 packs	PhP 6,080.00	

Page 5 of 6 – Purchase Order No. 19575

Supply and Delivery of Meals and Snacks for Shower of Millions/ Bingo Fiesta Event in Iligan City under ITB No. 06-05-2015DAV

Signature over printed Name of Supplier/Date

14. Performance Security: To guarantee the faithful performance of **MADELICIOUS FOODS CORPORATION** 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%)
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	Eleven Thousand Four Hundred Twelve Pesos (PhP 11,412.00)
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%)
Any combination of the foregoing	Sixty-Eight Thousand Four Hundred Seventy-Two Pesos (PhP 68,472.00) 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 six (6) pages, shall form part of PO # 19505.

(Signature)

Signature over printed Name of Supplier/Date