



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

PURCHASE ORDER

Page # 1

Supplier : MCSA MCSA MARKETING
 Address : 446 SAN FERNANDO STREET, BINONDO, MANILA
 TIN : 103-916-601-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 814
 SEQ.# 1
 PO Date : 9 JAN 2017
 ITB Number : NP2FB16-023COR-08
 Buyer Code : KYC

Gentlemen :

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

Place of Delivery : PER ANNEX A

Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
FMD#90848 \	FPD - STOCK REPLENISHMENT				
1 101002171	PAPER, INKJET, A3	62.00	REAM	492.00	30,504.00
--- NOTHING FOLLOWS ---					


Attachment: BUDGET, RV, CASF, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT	SUB-TOTAL :	30,504.00
	TOTAL :	30,504.00
	LESS DISCOUNT :	
	CHARGE :	
	GRAND TOTAL :	30,504.00

Remarks :


Total Amount in Words: THIRTY THOUSAND FIVE HUNDRED FOUR 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 Certificate and Purchase Order upon delivery.

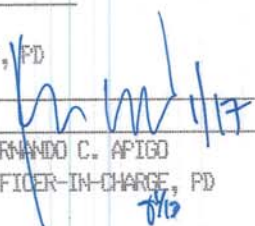

 TAO LAWRENCE HATCHER
 Signature Over Printed Name of Supplier 1-18-17

Recommended by:


 MAXINE M. PUNZALAN
 SENIOR PROCUREMENT OFFICER, PD

: Funds Available
 :
 : SHAWN S.J. QUINTANILLA
 : AWP/SA Acctg Dept/Sections
 : Budget Authorization No. 1-1601-0065 Amount ₱ 30,504.00

Approved By:


 HERNANDO C. APIGO
 OFFICER-IN-CHARGE, PD

Purchase Order No. 814

(Annex A – Terms and Conditions)

1. The total price stated in the PO already includes all applicable taxes, fees and charges required by the government. **MCSA MARKETING** 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. **MCSA MARKETING** shall complete the supply and delivery of the goods within the time prescribed in the PO. Should **MCSA MARKETING** 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 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 **MCSA MARKETING** still fails to deliver the item after the lapse of thirty (30) calendar days from the supposed date of delivery, in addition to the penalties agreed upon, PAGCOR shall have the option to terminate the contract.

3. In the event that **MCSA MARKETING** 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 to immediately 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

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HENZDINA M. SURIO

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 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. **MCSA MARKETING** hereby further warrants and represents that:

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

Quantity	UOM	Description
Sixty-Two (62)	Ream	INKJET PAPER – Paper One <ul style="list-style-type: none"> • A3L, Premium All Purpose, minimum of 80gsm, 297x420mm, minimum of 500 sheets per ream.

- 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 fifteen (15) calendar days upon receipt of notice. Failure to replace the defective items within the same period shall make **MCSA MARKETING** liable for a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered item/s for each day of delay, including Sundays and Holidays.

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- 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 **MCSA MARKETING**, 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 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 defects and all conditions imposed under the contract have been fully met.

12. Delivery Schedule: **MCSA MARKETING** shall complete within fifteen (15) calendar days, the supply and delivery of the requirements provided under Item 11.a hereof, from the effectivity date specified in the Notice to Proceed at the PAGCOR Imus Warehouse, Bayan Luma VI, Imus, Cavite.

13. Schedule of payment: PAGCOR shall pay the total amount of Thirty Thousand Five Hundred Four Pesos (PhP 30,504.00), VAT Exclusive, Zero Rated Transaction, based on any of the following:

<p>A. 90% of the total contract price upon completion of the supply and delivery subject to PAGCOR's acceptance [Issuance of the Inspection and Acceptance Report (IAR)] in writing of the items described in the Purchase Order.</p>	<p>Twenty-Seven Thousand Four Hundred Fifty-Three Pesos and 60/100 (PhP 27,453.60)</p>
<p>B. 10% Retention to be paid after three (3) months from the formal acceptance (issuance of the IAR), if and when no patent and latent defects are noted (Issuance of Certificates of No Patent and/or Latent Defects).</p>	<p>Three Thousand Fifty Pesos and 40/100 (PhP 3,050.40)</p>

OR;


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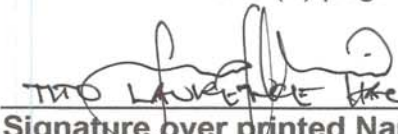
<p>100% of the total contract price, provided that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met; subject to PAGCOR's acceptance (issuance of the IAR) in writing of the items described in the Purchase Order and upon submission of a Special Bank Guarantee at least ten percent (10%) of the total amount valid for three (3) months from issuance of the IAR.</p>	<p>Thirty Thousand Five Hundred Four Pesos (PhP 30,504.00)</p>
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14. Performance Security to guarantee the faithful performance of **MCSA MARKETING's** obligations under this annex, it shall post a Performance Security prior to the execution of this 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 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 if issued by a foreign bank, it shall be duly confirmed by a Universal or Commercial Bank; or	<p>One Thousand Five Hundred Twenty-Five Pesos and 20/100 (PhP 1,525.20)</p>
Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security specific for the contract awarded.	<p>Thirty Percent (30%)</p> <p>Nine Thousand One Hundred Fifty-One Pesos and 20/100 (PhP 9,151.20)</p>

The Performance Security shall remain valid for the entire contract duration and shall only be released after the issuance of the IAR, provided that there are no claims filed against **MCSA MARKETING** or the surety or insurance company.

15. This Annex shall consist of four (4) pages and shall form part of P.O. No. 814.


TRO LAURENCE 1-18-17
Signature over printed Name of Supplier/Date


 HENEDINA M. SURIO