



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

PURCHASE ORDER No. 1125

TO : KAYANE KAYANE INCORPORATED
 1596 PALADIN STREET COR. FELIX HUERTAS ST, STA. CRUZ, MANILA
 202-514-646-000
 All items are VAT Exclusive / Zero Rated

REQ.# :
 PO Date : 6 MAR 2018
 Mode of Purchase: SHOPPING
 Buyer Code : ALE

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

Place of Delivery : 1330 PABOUR HOUSE ,ERMITA,PLA

Payment Term : AS PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
MIN98409	GEN. SERVICES & ENG'G. DEPT.				
1 100106277	FAN MOTOR, 220W/60HZ, FAN MOTOR (FOR CONDENSING UNIT MODEL. 3A83S0086, HP 1/3, & POLE, 300/230, 60 HZ 1 PH FF-3046BUCARX0310TPXC FOR STR 440V, PARTTYPE7400.7, SLP/450VAC	1.00	UNIT	4,500.00	4,500.00
2 102014006	BEARINGS SEALED BEARING, 6203Z	3.00	PC	75.00	225.00
3 104011909	CAPACITOR RUNNING CAPACITOR, 7.5 UF/450VA C	1.00	PC	180.00	180.00
4 104031207	BEARING SEALED BEARING, 6004Z	3.00	PC	85.00	255.00

--- NOTHING FOLLOWS ---

Attachment: APO, NCC, ITD NO 0019-02-01000R WITH AWARD RECOMMENDATION, NOA

SUB-TOTAL	:	5,160.00
TOTAL	:	5,160.00
LESS DISCOUNT	:	
CHARGE	:	
GRAND TOTAL	:	5,160.00

Amount in Words: FIVE THOUSAND ONE HUNDRED SIXTY PESOS ONLY

Joyce Cabang
 03/12/2018

Purchase Order No. 1125
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. KARNANI INCORPORATED 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. KARNANI INCORPORATED shall complete the supply & delivery of GOODS within the time prescribed in the PO. Should KARNANI INCORPORATED 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 shall have the option to rescind the contract, without prejudice to other courses of action and remedies open to it.

In case KARNANI INCORPORATED still fails to deliver the item after the lapse of fifteen (15) calendar days from the supposed date of delivery, in addition to the penalties agreed upon, PAGCOR shall have the option to terminate the purchase.

3. In the event that KARNANI INCORPORATED 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 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 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.

Signature over printed Name of Supplier

ANNEX "A" OF P.O. NO. 1125
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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. KARNANI INCORPORATED hereby further warrants and represents that:

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

Quantity	DESCRIPTION
1 UNIT	FAN MOTOR, 220V/60HZ, FAN MOTOR (FOR CONDENSING UNIT MODEL 38ASB360BA, HP 1/3, 6 POLE, 208/230, 60 HZ 1 PH FP- 38ASBBUCARX03TEXPXC FOR 3TR 440V, PART#PE7400.7.5UF/450VAC
3 PCS.	BEARING SEALED BEARING, 620ZZ
1 PC.	CAPACITOR RUNNING CAPACITOR, 7.5 UF/450VAC
3 PCS.	BEARING SEALED BEARING, 6004Z

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 seven (7) calendar days upon receipt of notice. Failure to replace the same within the same period shall make KARNANI INCORPORATED 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.

Signed over printed Name of Supplier
 [Signature]

ANNEX 'A' OF P.C. NO. 1125

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- f. It shall pay taxes in full and on time, failure to do so will entitle PAGCOR to suspend payment.
- 12. That KARNANI INCORPORATED shall be held liable/accountable to any damages to property, structures or lost of life incurred during the transport of goods to the place of delivery
- 13. Schedule of payment: PAGCOR shall pay in the total amount of Five Thousand One Hundred Sixty Pesos (Php5,160.00), VAT Exclusive, Zero-Rated Transaction upon completion of the supply & delivery of the goods and upon PAGCOR's issuance of final Certificate of Acceptance.
- 14. This Annex A, consisting of three (3) pages, shall form part of PO # 1125.

Erwin P. Cortez Mar 15, 2018
 Signature over printed Name of Supplier/Date