



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

PURCHASE ORDER

Page # 1
 Supplier : DTH D T H PRINT & LABELS SPECIALIST, INC. SEQ.# 1
 Address : UNIT 10A, 2/F, LIBERTY CENTER, 312 SHAW BLVD., PLEASANT HILLS, NAM PG Date : 15 DEC 2021
 TIN : 004-010-360-000 ITS Number :
 VAT : All Items are VAT Exclusive / Zero Rated Buyer Code : DMR

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

Place of Delivery : PAGCOR THUS WAREHOUSE Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
PNB017960	LOGISTICS MANAGEMENT DEPT.				
1 101020172	STICKER, RED (PLEASE REFER TO ANNEX A)	50,000.00	PC	.50	25,000.00
2 101020174	STICKER, BLUE (PLEASE REFER TO ANNEX A)	50,000.00	PC	.50	25,000.00

--- NOTHING FOLLOWS ---

Attachment: BUDGET, RV, BAC 1 RESOLUTION FOR THE AWARD OF CONTRACT.
 Remarks :
 Total Amount in Words: FIFTY THOUSAND PESOS ONLY

SUB-TOTAL :	50,000.00
TOTAL :	50,000.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	50,000.00

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 Dept.
- Please attach original copy of Sales Invoice, Delivery Receipt, Warranty Certificate and Purchase Order upon delivery.

MARILYN M. SESDUERO
 Sales & Marketing Department
 DATE: DEC 27 2021
 Signature Over Printed Name of Supplier

Recommended by:
 CARLOS ROBERTO IV B. NEYRA
 SR. PROCUREMENT OFFICER

Funds Available :
 SHARDY SJ. CORTANILLA
 AVP/SA Acctg Dept/Section:
 Budget Authorization No. 2021-000007 Amount 50,000.00

Approved By:
 CHRISTINE ROSE J. FERNANDEZ
 ASSISTANT VICE PRESIDENT

Purchase Order No. 1940

(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. **DTM Print & Labels Specialist, 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. **DTM Print & Labels Specialist, Inc.** shall complete the goods within the time prescribed in the PO. Should **DTM Print & Labels Specialist, Inc.** 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. 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 **DTM Print & Labels Specialist, Inc.** still fails to complete the goods 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 purchase.

3. In the event that **DTM Print & Labels Specialist, 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 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.

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.

ANNEX "A" OF P.O. NO. 1940

Supply and Delivery of Various Stickers under ITB No. SV21-03-009COR, OMR-LMD

MARILYN M. SENDERO

Principal
Sales & Marketing Department

DATE: **DEC 7 2021**

Signature over printed Name of Supplier

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. The Contractor/Supplier shall be held liable for any damages/accidents that may be incurred during the transportation of the materials to the designated delivery place indicated in the Contract.

12. **DTM Print & Labels Specialist, Inc.** hereby further warrants and represents that:

- a. The Goods and Specifications shall be described as follows:

Quantity	Description
50,000 Pcs	<p>Inventory Tag Sticker (Red 2021)</p> <p>Destructible Vinyl Sticker Diameter: 25mm. Color: Red (2021) Solid Background With PAGCOR Logo and Water Mark Print 1,000 pcs. per roll Font Style- Arial Black Font size-9.5 Note: Refer to attached Annex "A" for design</p>
50,000 Pcs	<p>Inventory Tag Sticker (Blue 2021)</p> <p>Destructible Vinyl Sticker Diameter: 25mm. Color: Blue (2021) Solid Background With PAGCOR Logo and Water Mark Print 1,000 pcs. per roll Font Style- Arial Black Font size-9.5 Note: Refer to attached Annex "A" for design</p>
<ul style="list-style-type: none"> • Supplier must submit actual sample/proofing of the final product to be delivered within a non-extendible period of seven (7) calendar days upon receipt of the notice having the lowest/single calculated quotation. • Defective items shall be replaced within seven (7) calendar days from receipt of notice. Failure to replace the same will be subjected to a penalty of one-tenth of 1-percent of the total items not delivered for each day of delay. • In case there are concerns identified in the sample submitted, said bidder shall be given an additional three (3) calendar days 	

ANNEX "A" OF P.O. NO. 1940

Supply and Delivery of Various Stickers under ITB No. SV21-03-009COR, OMR-LMD

MARILYN M. CARRON
 Sales & Marketing Department
 DATE: **DEC 27 2021**
 Signature over printed Name of Supplier

for the re-submission of the same; upon advice of the end-user.	
Schedule of Delivery:	Within thirty (30) calendar days upon acknowledgement of the Purchase Order or upon advise of the end-user.
Place of Delivery:	Corporate Supplies Section-Logistics Management Department (CSS-LMD), PAGCOR Main Office, iMET BPO Tower, CBP-1A, Metropolitan Park, Roxas Blvd., Pasay City 1300 and look for Mr. Manuel C. Caluag, LMO II at telephone no. (02) 7522-0299 loc. 2011/2012.

- b. It is an entity duly organized, validly existing and in good standing under the laws of the Republic of the Philippines, and it has the requisite power and authority to enter into and perform its obligations under this PO.
- c. There are no actions, suits or proceedings pending or, to the best of its knowledge, threatened, which may have a material adverse effect on its ability to fulfill its obligations under this Contract or on its operations, business, properties, assets or business condition.
- d. That the Service to be rendered herein shall be as described under item a. of this PO. **DTM Print & Labels Specialist, Inc.** warrants that it has secured all the necessary government licenses and permits to allow it to render the Service agreed upon and that it is free from any liability or adverse claims, of every nature and description that would prevent or hinder it from rendering the said Service.
- e. **DTM Print & Labels Specialist, Inc.** has good title and/or full authority to supply the services in this PO, and that the services are supplied free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.
- f. **DTM Print & Labels Specialist, Inc.** will 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 item/s contained in Article I herein.
- g. It shall pay taxes in full and on time, failure to do so will entitle PAGCOR to suspend payment.
13. Schedule of payment: PAGCOR shall pay in the total amount of **PhP50,000.00** VAT Exclusive, Zero-Rated Transaction upon completion of goods and PAGCOR's issuance of final Certificate of Acceptance.
14. This Annex A, consisting of Three (3) pages, shall form part of PO # 1940.

MARILYN M. SESDUERO

Manager

Sales & Marketing Department

DATE: DEC 27 2021

Signature over printed Name of Supplier/Date

ANNEX "A" OF P.O. NO. 1940

Supply and Delivery of Various Stickers under ITB No. SV21-03-009COR, OMR-LMD